

POLICY DOCUMENT

Choice Touring Caravan Insurance

Please read this policy and the **Schedule** and make sure they meet **Your** requirements. This **Schedule**, which is part of this policy, details the insured and the insurance protection provided.



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How to use Your Choice Touring Caravan Policy

Your policy and the cover it provides

Towergate Insurance is pleased to welcome **You** as a policyholder. The policy booklet gives details of all the cover available, the **Schedule** which is enclosed makes the document particular to **You** and shows which sections of the policy apply to **You** and also the amount of cover provided. **You** will not be covered under any section that has not been requested and paid for by **You**. However, **You** may apply to alter **Your** cover at any time in the light of changing circumstances.

You should read this document carefully and keep it in a safe place. If **You** are unsure on any point **You** should contact Towergate Insurance immediately. If **You** have a complaint please refer to pages 6 & 7.

Your Cancellation rights

You have the right to cancel **Your** policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your** policy documentation.

If **You** wish to do so, and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to do so, and if the insurance cover has already commenced, **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise **Your** right to cancel **Your** policy, please contact Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham, Glos. GL50 1XZ.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.



Changing your details

You must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell **Us** about are:

- If **You** change **Your Caravan**;
- If **You** change **Your** storage address or any changes in security are made to **Your** storage address;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If **You** or **Your Family** intend to use **Your Caravan** for any purpose other than for personal holiday use;
- If **You** or **Your Family** are convicted of a criminal offence (other than motoring offences);
- If **You** or **Your Family** are declared bankrupt;
- If **Your Contents Sum Insured** changes;
- If **You** make any changes to the security on **Your Caravan**;
- If **You** have any other insurance policy refused, declined, cancelled or voided;

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy.

You will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed on page 4.

Policy Limitations

Your cover is subject to certain conditions and exclusions as shown on pages 8-11.



Our Commitment to Service

– If You have a complaint

If at any time **You** have a complaint about the services provided to **You** by Towergate Insurance then **You** should contact:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
Gloucestershire
GL50 1XZ
Tel: 0344 346 0427
Fax: 01242 253 990

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded and **Your** comments analysed to help improve the service offered. Complaints which the insurers are required to resolve will be passed to them and **You** will be notified if this happens.

If at any time **You** have a complaint about the service provided by the insurers of this policy, then **You** should contact:

Complaints arising from the services received under Sections A & B;

Customer Satisfaction Manager
Allianz insurance plc
2530 The Quadrant
Aztec West
Almondsbury
Bristol BS32 4AW
Tel: 01454 457745
Fax: 01483 529717
Email: allianzretailcomplaints@allianz.co.uk

Complaints arising from the services received under Section C;

Breakdown Customer Care
RAC House
Brockhurst Crescent
Walsall
WS5 4QZ
Tel: 0800 731 1104
Email: breakdowncustomercare@rac.co.uk



Complaints arising from the services received under Section D;

Customer Relations Department
DAS Legal Expenses insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol BS1 6NH
Tel: 0117 934 0066
Email: customerrelations@das.co.uk

Complaints arising from the services received under Section E;

AXA Assistance (UK) Limited
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
E-mail: qualityassurance@axa-assistance.co.uk

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from most mobile phones) or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst Towergate Insurance and **Your** insurers are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action. Telephone calls may be recorded or monitored. Call costs may vary depending on **Your** service provider.

Compensation

Towergate Insurance and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by telephone on 0800 678 1100.



Making a Claim under Sections A & B

To make a claim, check **Your** policy **Schedule** to make sure **You** have the appropriate cover.

You should ask Towergate Insurance for a claim form and let them have as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

Finally, do not hesitate to ask for advice; **We** will be pleased to help **You**. Telephone 0344 892 1416



Definition of Words in Sections A & B

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections A & B in bold type. The definitions for the Continental Use, Caravanners' Legal Protection Insurance and Caravan Excess Insurance Protection are stated within Sections C, D and E.

You/Your

The person or persons named as the insured in the **Schedule**.

We/Our/Us

A consortium of leading UK insurers whose proportionate liability is detailed in the policy **Schedule**.

Period of Insurance

The duration of this policy as shown in the **Schedule** and any further period for which **We** accept the premium.

Territorial Limits

Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands, the continent of Europe, including transit between any of their ports.

Caravan

Any **Caravan** or trailer tent and its manufacturer's equipment, details of which have been given to and accepted by **Us**.

Contents

Property belonging to **You/Your Family** while in the **Caravan** or in any private car which is towing the **Caravan**.

Excess

The first part of any claim for **Damage** for which **You** are responsible. Any **Sum Insured** limit will apply after the **Excess** has been deducted.

Damage/Damaged

Loss or **Damage**.

Sum Insured

The monetary amount shown against any item.

Costs

Legal fees and other **Costs** and expenses incurred with **Our** written consent.

Family

Your spouse/partner, children, parents and other relatives and friends.

Schedule

The latest **Schedule** issued by **Us** as part of **Your** policy.

Approved Caravan Dealer

A dealer operating from a bona fide business premises whose primary business is the buying, selling, servicing or repairing of **Caravans**.



Section A; Damage or Loss

Cover

If the **Caravan** or **Contents** are **Damaged** or stolen **We** will indemnify **You** by:

- a) paying the cost of repair; or
- b) paying the amount of the **Damage**, or
- c) replacing the **Caravan** and **Contents** if stolen or **Damaged** beyond economic repair.

We will decide whether a), b) or c) will apply.

We will not be liable for that part of any repair or replacement which improves the **Caravan** beyond its condition before the **Damage** occurred.

The maximum amount **We** will pay for all **Damage** to the **Caravan** and its **Contents** will be either:

- a) the market value of the **Caravan** and the **Contents** or
- b) the **Sum Insured** as specified in the **Schedule** whichever is the less.

Repair

You may arrange to have work started on any reasonable repairs, after **Damage** has occurred. At the same time, Towergate Insurance must be told of the **Damage** and be given a detailed estimate of the repair costs.

Recovery and Re-delivery

If the **Caravan** is disabled because of **Damage** insured by the policy **We** will pay the reasonable cost of protection and removal of the **Caravan** to the nearest suitable repairer and returning it after repair to **Your** address in Great Britain, Northern Ireland or the Isle of Man.

Hire Purchase and Leasing

If the **Caravan** is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the **Caravan** will normally be made to the legal owner of the **Caravan**, where known by **Us**.



Loss of Use and Hiring

Charges in the event of the **Caravan** being rendered unusable following a claim for **Damage** insured under this policy **We** will pay:

- a) for holidays booked prior to the accident expenses reasonably incurred for the hire of another **Caravan** or alternative accommodation.
- b) for loss of hiring charges or bookings accepted prior to the **Damage** for any period that the **Caravan** is rendered uninhabitable by such **Damage**.

We will pay up to 3% of the **Sum Insured** for each complete week of lost use and pro rata for shorter periods subject to a maximum of 9% of the **Sums Insured**. **You** must maintain a record of all hiring's, agreed hiring charges and deposits paid.

Obsolete Parts

Where a claim results in the **Caravan** needing new parts or accessories which are found to be obsolete or unobtainable **Our** liability will be limited to the last known list price of the part or accessory required, together with appropriate fitting charge.

Matching Parts

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

New Caravan Replacement

If the **Caravan** is **Damaged** beyond economic repair within twelve months of its purchase as new **We** will pay the cost of replacing it with a new one of similar make and model subject to availability and subject to the limit of the **Sum Insured** shown in the **Schedule**.

Agreed Value

If the **Caravan** is **Damaged** beyond economic repair within twelve months of its purchase by **You** from an **Approved Caravan Dealer**, **We** will pay the purchase price subject to the limit of the **Sum Insured** shown in the **Schedule** and the sight of the original purchase invoice from the supplying **Approved Caravan Dealer**.



Exclusions applying to section A

This section does not insure:

1. The **Excess** shown in the **Schedule**.
2. Depreciation, weathering, wear and tear, ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, moth or vermin.
3. **Damage** to tyres by punctures, cuts, bursts, or braking.
4. **Damage** occurring while the **Caravan** is let for hire or reward or in use in connection with any profession, business or employment.
5. Loss or destruction of cash, bank notes, coins, stamps or stamp collections, securities for money, deeds, bonds, bills of exchange, promissory notes or any other documents of value.
6. **Damage** to jewellery, watches, gold and silver articles, cameras, camcorders, furs, pedal cycles and any other articles of a valuable or exceptional nature.
7. **Damage** to **Contents** by theft or attempted theft while the **Caravan** is left unattended without being closed and locked.



Section B; Liability to the Public

Indemnity to the Insured

If **You** or **Your Family** are legally liable for causing death, bodily injury or illness to any person, or accidental **Damage** to their property happening during the **Period of Insurance** and arising from any accident involving the **Caravan**.

We will pay:

- a) **Damages** or compensation to that person for the injury or **Damage** caused
- b) their legal **Costs** to claim compensation from **You**
- c) **Your Costs** for defending the claim.

The maximum amount **We** will pay for any claim or claims arising from one event is £2,000,000.

In addition **We** will pay:

Costs

In relation to any event that may be covered by this section the Solicitor's fees incurred:

- i) at any coroner's inquest
- ii) at any fatal inquiry
- iii) for defending in any Court of Summary Jurisdiction provided **Our** written consent has been obtained.

Indemnity to Other Persons

We will also indemnify in the terms of this section any person to whom the **Caravan** is lent, other than for hire and reward.

Legal Personal Representatives

If any person insured under this section of the policy dies, the personal representative will be entitled to the cover provided by this section for any claim made.



Exclusions applying to section B

We will not pay for:

1. liability arising in connection with any vehicle being used for towing the **Caravan**.
2. liability arising from the **Caravan** being used for any trade or business purpose
3. for **Damage** to property owned by or in the custody or control of **You, Your Family**, or any person to whom the **Caravan** is lent.
4. liability for any person other than **You or Your Family**, unless the person seeking the benefit of the cover:
 - a) observes the terms and conditions of this policy and
 - b) is not entitled to cover under any other policy
5. Liability for death, bodily injury or illness to:
 - a) **You or Your Family**.
 - b) any employee of **You, Your Family**, or any person to whom the **Caravan** is lent.



General Conditions applying to Sections A & B

1. Effect of Conditions on Right to Benefit

The right to receive the benefit of this insurance is conditional upon any person seeking benefit observing and being subject to the terms and conditions of this policy.

2. Company's Control of Claims

We are entitled to:

- a) receive all necessary information and assistance from **You** and from any other person seeking benefit under this policy
- b) take over and conduct in **Your** name, or any person seeking benefit under this policy, the defence or settlement of any claim
- c) take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name or any other person who is claiming or has received benefit, to recover any payment made or due under this policy.

3. Care of Property

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent and minimise any claims.

4. Change in Circumstances

You must inform Towergate Insurance as soon as reasonably possible, of any change in the information **You** have provided to them about **Your Caravan** or yourself which may affect the insurance cover provided.

If **You** are in doubt whether to notify Towergate Insurance of a change, **You** should contact them with full details.

If **You** fail to tell Towergate Insurance of any change in circumstances **You** may not be covered in the event of a claim.

5. How to Claim

Any event which might become a claim under this policy must be reported to Towergate Insurance as soon as possible. This may affect **Your** no claims discount entitlement. A written statement of the claim will be required, and a claim form will be provided on request. Supporting documentation (estimates, bills and the like obtained at **Your** expense) must also be sent to Towergate Insurance.

You must also take all reasonable steps to minimise loss or **Damage** and take all practical steps to recover lost property.

The Police must be informed of any theft, attempted theft or **Damage** caused by malicious persons or vandals.

If any person is claiming against **You** and **Your Family**, every letter, claim, writ or other document should not be answered, but must be sent to Towergate Insurance without delay. **You** and **Your Family**, must not attempt to negotiate any claim nor admit or repudiate any claim without their consent.

6. Other Insurance

If when any claim arises there is any other insurance in force covering the same matter, **We** will only pay **Our** rateable proportion.



7. Arbitration

Where **We** have accepted a claim, but there is disagreement over the amount payable, the dispute will be referred to an arbitrator appointed as the law requires. When this happens legal proceedings cannot be started against **Us** until the arbitrator has made an award.

8. Average

The insurance of property by this policy is subject to the condition of average.

This means that if the **Sum Insured** immediately before any loss or **Damage** does not represent the full cost of replacement as described in 'Sum Insured' (page 5) **We** will only pay the same proportion of the loss or **Damage** as the **Sum Insured** bears to the full cost of replacement.

For example: If the sum represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or **Damaged**.

9. Fraud

If a claim is fraudulent in any respect, all benefit under this policy will be forfeited.

10. Cancellation

We may cancel this policy by sending fourteen days notice by post office recorded delivery letter to **Your** last known address. **You** will then be entitled to a proportionate refund of premium. **You** may cancel this policy by sending written notice to Towergate Insurance.

If **You** cancel the policy short period rates will apply to any mid term cancellation, other than for reasons of sale of property or death of insured.

The rates are:

- Up to 2 months from inception or renewal: 25% of annual premium
- Up to 3 months from inception or renewal: 35% of annual premium
- Up to 4 months from inception or renewal: 40% of annual premium
- Up to 5 months from inception or renewal: 50% of annual premium
- Up to 6 months from inception or renewal: 60% of annual premium
- Up to 7 months from inception or renewal: 65% of annual premium
- Up to 8 months from inception or renewal: 75% of annual premium
- After 8 months from inception or renewal: Nil return.

In the event of a claim no return will be given.

11. Instalments/Direct Debit

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge shall be payable for the period of cover provided.



12. Wheelclamp

We will not pay for **Damage** resulting from theft of any touring **Caravan** (except trailer tents), and **Contents** if stolen at the same time as the **Caravan**, unless the **Caravan**:

- a) is secured with a proprietary wheelclamp fitted in accordance with the manufacturer's instructions, or
- b) is secured with any other security device, agreed by Towergate Insurance in writing, or
- c) has had at least one of its wheels removed and stored away from the **Caravan**.

13. No Claim Discount

In calculating the renewal premium for **Your** policy a discount will be allowed, provided **You** have not made a claim during the previous period of insurance.

Any claim will result in the no claims discount at next renewal being reduced to nil.

14. Law Applicable to Contract

Either **You** or **We** have the right to say which country's laws will apply to the insurance. Unless **You** or **We** say different, the laws of the part of Great Britain, Northern Ireland, Isle of Man or Channel Islands **You** are living in when **You** arranged or renewed the insurance will apply.



General Exclusions applying to sections A & B

We will not pay for:

1. Any accident, injury, loss or **Damage** occurring while the **Caravan** is being used other than for social, domestic and pleasure purposes.
2. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations whether war be declared or not, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
3. Harm or **Damage** to life or to property (or the threat of such harm or **Damage**) by nuclear and/ or chemical and/ or biological and/ or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event: Terrorism is defined as any act or acts including but not limited to:
 - a) the use or threat of force and/ or violence and/ or
 - b) harm or **Damage** to life or to property (or the threat of such harm or **Damage**) including, but not limited to, harm or **Damage** by nuclear and/ or chemical and/ or biological and/ or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

This paragraph (3) applies only in respect of the **Caravan** and **Contents** sections of this policy.

4. Any action taken in controlling, preventing, suppressing or in any way relating to (2) or (3) above.
5. **Damage** to any property or any resulting loss or expense or any consequential loss or legal liability directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - c) pollution or contamination of any sort and however caused.
6. Any liability arising from an agreement which would not have existed in the absence of that agreement.
7. **Damage** to the **Caravan** or its **Contents** arising from any malicious act or theft by or with the connivance or any hirer, occupant or user of such **Caravan** or any employee or **Your** agent.
8. **Damage** by pressure waves from aircraft or other aerial devices flying faster than the speed of sound.
9. Any reduction of market value beyond the cost of repair or replacement.
10. **Damage** caused by, or any legal liability arising from, the failure, breakdown or breakage of any mechanical, electrical, electronic or computer equipment caused by the equipment not being able to recognise or process any date as the true calendar date. Subsequent loss or **Damage** will still be covered subject to the terms and conditions of this policy.



Section C; Continental Use

Emergency Assistance

This section provides **Caravan** accident cover for the **Territorial Limits** of the policy excluding Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, although the **Caravan** accident service will be provided if **You** are en route to or from a port immediately prior to or subsequent to travelling abroad.

If **Your Caravan** is disabled as a result of an accident covered under Section 1 of **Your** policy whilst being towed.

The RAC will arrange for the following at no additional cost:

- emergency roadside assistance up to a maximum of £175 (not including the cost of any parts).
If **Your Caravan** cannot be repaired immediately it will be taken to a nearby garage where **You** can arrange for repairs to be made.

This facility may also be provided:

- if **Your Caravan** is stolen or involved in an accident up to 7 days prior to departure and cannot be repaired or recovered in time.
- repatriation of the **Caravan** to **Your** home address, an accident repair centre or **Your** nominated repairer in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if **Your Caravan** cannot be repaired before the end of **Your** holiday period, subject to the cost of the repatriation not exceeding the market value of **Your Caravan**.

The RAC may, at its discretion, offer **You** or any permitted driver:

- overnight accommodation expenses for the driver and passengers up to £25 per person per day, subject to an overall maximum of £400 in total. This does not include, however, the cost of meals or drinks.

Accident assistance will not cover:

- the cost of any ferry crossings or toll charges (these are covered by **Your** policy – not the RAC).
- the cost of recovery of **Your Caravan** if it is stuck in water, a bog, a ditch or on a beach or if it has been overturned unless this forms part of **Your** insurance claim.
- the repair or recovery of **Your Caravan** if it broke down at the premises of a motor trader.
- the cost of spares, keys or other materials and garage labour
- the carriage of any livestock which require special transportation facilities
- any **Caravan** which is over 7 metres in body length
- any **Caravan** which cannot be recovered by normal trailers or transporters.

In providing **Caravan** Accident Assistance RAC employees and contractors will use reasonable care and skill when providing the service. The RAC can, however, cancel services or refuse to provide them if, in their opinion the demands made are excessive, unreasonable or impracticable.

Telephone Numbers

If **You** are unfortunate enough to require **Caravan** Accident Assistance, please use these telephone numbers:

- Calls from the Republic of Ireland 01800 535 005
- Calls from France and Monaco 0800 290112
- Calls from the rest of Europe +(33) 472 435 255

+ indicates that **You** should precede the number with the access code from the country in which **You** are telephoning.



Access Codes

- 7 omit 33: Andorra
- 00: Austria, Belgium, *Bulgaria, *Croatia, Czech Republic, Denmark, Finland, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Malta, *Morocco, Netherlands, Norway, Poland, Portugal, *Romania, San Marino, Slovakia, Sweden, Switzerland, *Tunisia, *Turkey, Vatican City
- 07: Spain
- 99: *Slovenia (availability of service is subject to prevailing conditions)
*Israel No number
Iceland No number.

***Caravan** accident cover will only apply if **You** have been issued with an International motor insurance card (Green Card).

The RAC do not currently operate in Israel and Iceland. In these countries **You** are advised to pay for the services yourself.

On **Your** return to the UK **You** should claim for the costs by sending receipts to the RAC. costs that can be claimed will only be those covered by continental **Caravan** accident cover and will not include the cost of spare parts etc.

If **You** have any difficulty using these services, operated for **Us** by RAC, or require further assistance please call the following UK number: +441 590 690 222.

Import duty

We will indemnify **You** against liability for enforced duty payment of customs following temporary importation of the **Caravan** if **You** are unable to return the **Caravan** to the United Kingdom because of **Damage** covered by section A of this policy.



Section D; Caravanners' Legal Protection Insurance

Incorporating:

- Caravan Uninsured Loss Recovery
- Caravan Replacement Hire
- Personal Injury Recovery
- Caravan Legal Expenses

Period of Insurance: the same period as the caravan policy to which this policy attaches.

Welcome to DAS Caravanners' Legal Protection Insurance

If **You** are involved in an accident **We** are here to help **You** 365 days a year.

To make sure that **You** get the most from **Your** DAS Caravanners' Legal Protection insurance, please take time to read the policy which explains the contract between **You** and **Us**. If **You** have any questions or would like more information, please contact Towergate Insurance on 0344 346 0427.

It will help **You** if **You** keep the following points in mind:

After an accident

If **You** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **Us** have this information as soon as **You** can, either by giving it to Towergate Insurance or sending it to **Us**.

If **You** are not sure what to do after an accident, contact Towergate Insurance for advice.

Replacement caravan hire

If the accident was entirely the other person's fault, and **Your Insured Caravan** cannot be used, **We** can usually arrange for **You** to have a replacement caravan until **Your Insured Caravan** can be repaired.

How we help you if you have uninsured losses.

Once **We** have accepted **Your** claim, **We** aim to recover **Your** uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing **Your Insured Caravan**, **Your Insurance Policy** excess, compensation following injury or other out-of-pocket expenses.

We normally recover **Your** uninsured losses through **Our** claims department but sometimes **We** use appointed solicitors. Claims outside the UK may be dealt with by **Our** group offices elsewhere in Europe.

For claims over £300 where the driver at fault cannot be traced or does not have valid motor insurance, **We** will notify the Motor Insurers' Bureau which may be able to help.



In the event of a claim under this section of the policy, contact Towergate Insurance who arranged this cover for **You**, at:

Towergate Insurance,
Ellenborough House
Wellington Street
Cheltenham
Glos GL50 1XZ
Tel: 0344 892 1416

You will only be able to obtain a caravan for hire if **You** are able to provide them with the following information:

- Full details of the accident.
- The name, address and policy or cover note number of the person responsible for the accident

Placement parents can only be arranged if **We** are satisfied that the accident was entirely other persons fault.

If, for any reason, a replacement caravan can not be supplied, **You** have the option to borrow or hire a caravan elsewhere. However, this is done at **Your** own risk, although **We** will make every effort to recover these costs for **You** and some of the costs may be recoverable against **Your** caravan policy.

If you need any other help from us

You can phone **Us** at any time on 0117 934 2070 for legal advice on any personal legal or tax problem.

When we cannot help

We will not be able to help **You** if **We** think there is little chance of recovering **Your** uninsured losses. Please do not ask for help from a solicitor or hire a caravan before **We** have agreed. If **You** do, **We** will not pay the costs involved

The meaning of words in this policy

We/Us/Our

DAS Legal Expenses insurance Company Limited.

You/Your

The person or organisation, permanently living or based in the United Kingdom, Channel Islands or Isle of Man, who has taken out this policy.

Insured Person

You, and any other person who is in or on the **Insured Caravan** with **Your** permission. Anyone claiming under this policy must have **Your** agreement to claim.

Insured Caravan

The caravan or motor caravan which **You** have paid the premium for and any other caravan or motor caravan borrowed or hired by **You**. Losses suffered by the owner of such a borrowed or hired caravan are not normally covered.

Appointed Lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for an **Insured Person** under condition 2 of this policy.



Legal Costs

All reasonable and necessary costs charged by the **Appointed Lawyer** on a standard basis. Also the costs incurred by opponents in civil cases if an **Insured Person** has to pay them, or pays them with **Our** agreement.

Caravan Hire Costs

The cost of hiring a replacement caravan for one continuous period.

Territorial Limit

For **Legal Costs**: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For **Caravan Hire Costs**: England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Period of Insurance

The period for which **We** have agreed to cover **You** and for which **You** have paid the premium.

Insured Incidents we will cover

1. We will negotiate for the following:

- a) Uninsured loss recovery. To recover an **Insured Person's** uninsured losses and costs after an event which:
 - causes damage to the **Insured Caravan** or to personal property in it; or
 - injures or kills an **Insured Person** while he or she is in or on the **Insured Caravan**.
- b) Dispute with **Your** insurer
Your legal rights in a dispute with **Your** insurer if they refuse to provide indemnity under a policy covering an **Insured Caravan**.

For these insured incidents **We** will help in appealing or defending an appeal as long as the **Insured Person** tells **Us**, within the time limits allowed, that he or she wants **Us** to appeal. Before **We** pay any **Legal Costs** for appeals, **We** must agree that it is always more likely than not that the appeal will be successful.

If an **Appointed Lawyer** is used, **We** will pay the **Legal Costs** for this.

2. Replacement caravan hire

If **You** are unable to use **Your Insured Caravan** as a result of an accident within the United Kingdom and need a replacement caravan, **We** will arrange for a replacement caravan from an approved caravan hire operator, as long as:

- the **Insured Caravan** cannot be used;
- the accident was entirely the other person's fault;
- the **Insured Person** follows the caravan hire operator's conditions of hire;
- all information provided in respect of the person responsible for the accident is accurate and includes name, address, vehicle registration number and motor insurer's name and address, reference number and full details of the accident.
- **You** contact Towergate Insurance on 0344 892 1416 or, if out of office hours 03705 327 857, quoting Towergate Insurance.

The most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.



What you are not covered for:

1. Any claim reported to **Us** more than 180 days after the date an **Insured Person** should have known about the insured incident.
2. Any **Legal Costs** and **Caravan Hire Costs** that are incurred before **We** agree to pay them.
3. Any claim relating to a contract (other than an insurance contract) involving the **Insured Caravan**.
4. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
5. The **Insured Caravan** being towed by anyone who does not have valid motor insurance.
6. Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war; invasion, foreign enemy hostilities (whether war is declared or not), civil war; rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
7. Any disagreement with **Us** that is not in condition 7.
8. Any legal action an **Insured Person** takes which **We** or the **Appointed Lawyer** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Appointed Lawyer**.
9. **Caravan Hire Costs** if an **Insured Person** is claiming against a person who does not have valid motor insurance or cannot be identified or traced; or when an **Insured Person** makes his or her own arrangements for caravan hire after an insured incident.
10. Any claim of less than £300 where the driver at fault cannot be traced or does not have valid motor insurance.
11. Apart from **Us**, the **Insured Person** is the only person who may enforce all or any part of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.



Conditions applying to section D

1. An **Insured Person** must:
 - a) Keep to the terms and conditions of this policy.
 - b) Take reasonable steps to keep any amount **We** have to pay as low as possible.
 - c) Try to prevent anything happening that may cause a claim.
 - d) Send everything **We** ask for, in writing.
 - e) Give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
2.
 - a) **We** can take over and conduct, in the name of an **Insured Person**, any claim or legal proceedings at any time before an **Appointed Lawyer** is appointed.

We can negotiate any claim on behalf of an **Insured Person**.

- b) The **Insured Person** is free to choose a lawyer (by sending **Us** a suitably qualified person's name and address) if:
 - i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent the **Insured Person's** interests in those proceedings; or
 - ii) there is a conflict of interest.
 - c) Before an **Insured Person** chooses a lawyer, **We** can appoint an **Appointed Lawyer**.
 - d) An **Appointed Lawyer** will be appointed by **Us** and represent an **Insured Person** according to **Our** standard terms of appointment. The **Appointed Lawyer** must co-operate fully with **Us** at all times.
 - e) **We** will have direct contact with the **Appointed Lawyer**.
 - f) An **Insured Person** must co-operate fully with **Us** and with the **Appointed Lawyer** and must keep **Us** up-to-date with the progress of the claim.
 - g) An **Insured Person** must give the **Appointed Lawyer** any instructions that **We** ask for.
3.
 - a) An **Insured Person** must tell **Us** if anyone offers to settle a claim.
 - b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Legal Costs**.
 - c) An **Insured Person** must not negotiate or agree to settle a claim without **Our** approval.
 - d) **We** may decide to pay an **Insured Person** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.
 4.
 - a) If **We** ask, an **Insured Person** must tell the **Appointed Lawyer** to have **Legal Costs** taxed, assessed or audited.
 - b) An **Insured Person** must take every step to recover **Legal Costs** that **We** have to pay and must pay **Us** any **Legal Costs** that are recovered.
 5. If an **Appointed Lawyer** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses an **Appointed Lawyer** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Lawyer**.
 6. If an **Insured Person** stops a claim without **Our** agreement, or does not give suitable instructions to an **Appointed Lawyer**, the cover **We** provide will end at once.
 7. If there is a disagreement about the way **We** handle a claim that is not resolved through **Our** internal complaints procedure the **Insured Person** can contact the Financial Ombudsman Service for help.



8. **We** can cancel this policy at any time as long as **We** tell **You** at least 14 days beforehand. **You** can cancel this policy at any time as long as **You** tell **Us** at least 14 days beforehand.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
10. The following conditions apply to any claim for **Caravan Hire Costs**:
 - a) An **Insured Person** must agree to **Our** trying to recover any **Caravan Hire Costs** in his or her name and any costs recovered must be paid to **Us**.
 - b) **We** will choose the caravan hire company and the type of caravan to be hired.
 - c) **We** will decide how long a caravan can be hired for.
 - d) An **Insured Person** must meet the age and licensing rules of the caravan hire company **We** choose and must follow any conditions of hire.
11. This policy will be governed by English law.

Helpline Services

We provide these services 24 hours a day, seven days a week during the period of insurance. All helplines apply to the United Kingdom unless otherwise stated. To help **Us** check and improve **Our** service standards, **We** record all calls, other than for the counselling service.

When phoning, please quote **Your** policy number TS0/5000190. Please do not phone **Us** to report a general insurance claim.

Eurolaw Personal Legal and Tax Advice Service

We will give an **Insured Person** confidential legal advice over the phone on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway, or UK personal tax problem.

Health and Medical Information Service

We will give an **Insured Person** information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists.

To obtain assistance from one of the helpline services listed above phone 0117 934 2070.

Counselling

We will provide an **Insured Person** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

To contact the counselling helpline phone 0117 934 2121.

We will not accept responsibility if the helpline services are unavailable for reasons **We** cannot control.

Please quote policy No: TS0/5000190

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.



Section E; Caravan Excess Insurance Protection

Who is eligible to purchase this Policy?

Any person: -

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
2. Any person who have a current and valid UK driving licence, or hold a full internationally recognised licence.

What makes up this policy?

This policy and the **Certificate of Insurance** or **Confirmation of Coverage Document** must be read together as they form **Your** insurance contract.

Monetary limits

We can insure **You** up to the amount of the coverage limit.

Cooling off period

Towergate Insurance will refund in full **Your** premium, if, within 14 days of purchasing this insurance. **You** decide that it does not meet **Your** needs providing that **You** have not reported or are intending to report a claim. Once the 14 days has expired **You** have no right to cancel this insurance.

Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA firm register number is 202664. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Complaints Procedure

We do everything possible to make sure that **You** receive a high standard of service. If **You** are not satisfied with the service that **You** receive, please contact in the first instance, **Your** agent or the issuing agent with whom the policy was taken out, if **You** remain dissatisfied then **You** should address **Your** enquiry/complaint to:

The Quality Manager
AXA Assistance (UK) Limited,
The Quadrangle,
106 – 118 Station Road,
Redhill, RH1 1PR
Surrey,
E-mail: quality.assurance@axa-assistance.co.uk

Please provide full details of **Your** policy and in particular **Your** policy number to help **Your** enquiry to be dealt with speedily.



If **You** complaint is not resolved **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (Ombudsman):-

The Financial Ombudsman's Service
Exchange Tower
London
E14 9SR

Or **You** can phone 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

These procedures do not affect **Your** right to take legal action.

Compensation Scheme

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at www.fscs.org.uk. Their address is Financial Services Compensation Scheme

10th Floor
Beaufort House
15 St. Botolph Street
London
EC3A 7QU

Jurisdiction and law

This insurance shall be governed by the laws of the Country where the policy holder usually resides and whose courts alone shall have jurisdiction in any dispute arising from this insurance.



War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this statement, any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Cover Provided

1. Cover is provided for the **Excess** that **You** would have been responsible for following the successful fault based claim of any physical damage for **Your Caravan** by **Your Caravan** Insurer in respect of claims arising as a result of accidental damage, fire, theft, or vandalism. It covers use for social, domestic, pleasure and business e.g. sales representative
2. The maximum amount payable under this policy, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount **You** would have to pay, which is the first amount of any claim, shown in the **Schedule** under own damage of **Our Caravan Insurance Policy**. Only when the **Excess** of the current and valid **Caravan Insurance Policy** is exceeded will this **Excess** protect policy respond to its full value.
 - a) Coverage limit is £250 in any one policy period



Definitions applying to section E

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy.

Annual Aggregate Limit

The policy will continue to respond for the period of the cover or until **You** chosen level of indemnity on the reimbursement is exhausted; which ever comes first. Once the **Annual Aggregate Limit** is exhausted this policy is automatically cancelled and **You** are then liable for all and any future **Excess** payments as defined in **Our** main **Caravan Insurance Policy** for the remainder of this **Period of Insurance**.

Caravan

Any **Caravan** or trailer tent and its manufacturer's equipment, details of which have been given to and accepted by Towergate Insurance.

Caravan Insurance Policy

The **Caravan Insurance Policy** that covers losses and or damage incurred as a result of accident and/or against liability that could be incurred by a third party.

Certificate of Insurance or Confirmation of Coverage Document

This forms part of this policy document and contains the name of the policy holder and gives details of the cover provided by this policy.

Sales Representatives

who have sole use & responsibility for her / his own company motor or which she / he owns and obtains an allowance for or a car that is owned by the company but she / he drives and is legally responsible for.

Excess

The amount **You** are responsible for/ pay under the terms of **Your Caravan Insurance Policy**.

Excess Insurance Policy

This insurance policy together with the respective **Certificate Of Insurance** or **Confirmation of Coverage Document**.

Event

Each claim occurrence during the **Period of Insurance**.

Imminent Claim

That **You** are aware and or were in the knowledge of a claim prior to the attachment date of this policy that was to be or had just been reported to **Your** main policy insurer.

Named Driver(s)

Drivers in addition to **You** who are permitted to drive under the terms of **Your** motor insurance policy.



Period of Insurance

The period for which **We** have accepted the premium as stated in **Your** policy document.

You/Your/Insured Person

The person whose name appears at the top of **Your Certificate of Insurance or Confirmation of Coverage Document**.

Waived or Reimbursed

Where a third party has already made good which is the first amount of any claim, shown in the **Schedule** under own damage of **Your** motor insurance policy.

We/Us/Our

Inter Partner Assistance SA UK Branch and AXA Assistance (UK) Limited, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, United Kingdom.

General conditions applicable

You must comply with the following conditions to have the full protection of **Your** policy.

- 1.** The **Excess Insurance Policy** will continue to respond for the **Period of Insurance** or until **Your** chosen level of indemnity on this **Excess Insurance Policy** is exhausted; whichever comes first.
- 2.** The **Caravan Insurance Policy** that **You** have must be current and valid insurance that is provided by an authorised and regulated insurer.
- 3.** The policyholder as stated on the **Certificate of Insurance** or **Confirmation of Coverage Document** must match the lead name of the individual on the **Caravan Insurance Policy** that has responded and to which this policy will respond to the amount of the **Excess**.
- 4.** Only when the **Excess** of the current and valid **Caravan Insurance Policy** is exceeded and following the successful claim payment, will this **Excess Insurance Policy** respond to its full value.
- 5.** Must not be aware of any pending losses on **Your Caravan Insurance Policy** which will give rise to a claim on this **Excess Insurance Policy**.
- 6.** In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or in support of any claim under this insurance the policy is voided and no refund of premium will be given.



What is not covered (Exclusions)

1. Any claim that **Your Caravan Insurance Policy** does not respond to or the **Excess** is not exceeded.
2. Any claim on the **Caravan Insurance Policy** which occurred prior to the attachment date of this **Excess Insurance Policy** as shown on **Your Certificate of Insurance** or **Confirmation of Coverage Document** **You** were in the knowledge that a claim was imminent.
3. Any claim notified to **Us** more than 31 days following the settlement of **Your** claim by **Your Caravan** insurer.
4. Any **Caravan** claim that involves commercial travel where **You** are not the sole user driver.
5. Any contribution or deduction from the settlement of **Your** claim against **Your** main **Caravan Insurance Policy** other than the stated policy **Excess**, for which **You** have been made liable.
6. Where a third party has waived or reimbursed **You** and made good which is the first amount of any claim, shown in the **Schedule** under own damage of **Your Caravan Insurance Policy**.
7. Any liability **You** accept by agreement or contract, unless **You** would have been liable anyway.
8. Any claim that is refused by **Your** main policy insurers to whom **You** are claiming.
9. **Caravan** insurance – **You** must maintain at all times during the period of this policy a **Caravan Insurance Policy** issued by a UK registered and authorised **Caravan** insurer to **You** in respect of **Your Caravan**.
10. Any **Excess** claim arising from glass repair or replacement.

Conditions Applicable

1. Right of recovery - **We** can take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under this **Excess Insurance Policy**.
2. Other insurance - If **You** were covered by any other insurance for the **Excess** payable following the incident, which resulted in a valid claim under this **Excess Insurance Policy**, **We** will only pay **Our** share of the claim.
3. Reasonable precautions - **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
4. Keeping to the terms of this **Excess Insurance Policy** – **We** will only give **You** the cover that is described in this policy if any person claiming cover has met with all its terms and the terms of the **Excess Insurance Policy**, as far as they apply.
5. Fraudulent claims - If **You** make a claim under this policy that is false or fraudulent in any way, the policy is void and any claim will not be paid.



How to make a claim

Your claim will be handled by AXA Assistance (UK) Ltd. To make a claim **We** will ask **You** to submit supporting documentation listed below. It is important **You** submit all the documentation requested, as **We** will be unable to process **Your** claim until received.

1. Scheme Code: 10381
2. Evidence the **Excess** amount has been paid on **Your Caravan Insurance Policy** following **Your** claim.
3. Evidence that **Your** claim with **Your** main **Caravan** insurer has been settled stating that **You** were at fault.
4. A copy of the **Your Caravan Insurance Policy** that **You** have paid the **Excess** on.
5. A copy of **Your Excess Insurance Policy** detailing **Excess** cover.
6. Via the internet:
 - Visit **Our** claims web site: <https://www.excessclaim.co.uk> where **You** will be able register **Your** claim on line; or
7. By Phone
 - Please call AXA Assistance on 01737 826106 to notify **Your** claim. **You** will receive a claim form to complete and will be asked to send **Us** copies of **Your** documents.

Our internet solution allows **You** to enter all the necessary details **We** require to settle **Your** claim. **We** recommend **You** use the web link as **You** will need to post documents to **Us** if **You** contact **Us** by phone, which could result in delays of **Your** claim being settled.

Data Protection

We will keep details of **You**, **Your** cover and claims to help **Us** deal with **Your** claims, prevent and detect fraud, money laundering or similar activity. **We** will use this information in line with the Data Protection Act 1998.

Upon payment of a statutory fee **You** can request a copy of the information that **We** hold about **You**. To request this, please write to: Data Protection Office, Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR

Please let Towergate Insurance know if **You** think any information **We** hold about **You** is inaccurate, so that **We** can correct it. The information **We** hold about **You** is confidential. **We** will only ever disclose it to another party with **Your** consent, or if the law requires **Us** to disclose it.

We may monitor and record phone calls to help maintain **Our** quality standards and for security purposes.







Towergate Insurance

Ellenborough House, Wellington Street, Cheltenham, Gloucestershire GL50 1XZ.

Tel: **0344 346 0427** Fax: **01242 253990** www.towergateinsurance.co.uk

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