

POLICY WORDING

Touring Caravan Insurance







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Thank you for choosing Towergate Touring Caravan

At Towergate, we are specialists in providing the right protection for our customers and are there when the unexpected happens. You can be confident that in choosing this policy you will have the cover you need.

This policy document gives you the details of your cover and should be read along with your statement of fact, schedule and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist you if you need to contact us.

If you need to make a claim, our in-house Claims Team are here to help you. In the event of an incident, please contact us as soon as reasonably practicable, on **01242 538434** so we can advise you on what to do next and answer any specific questions or concerns you may have. Lines are open between 9:00am and 5:00pm Monday to Friday. Please refer to "How to make a Claim" on Page 13 for alternative contact details and information.

If you have any questions about your policy or would like to discuss any insurance needs, please feel free to contact us by email at **caravancustomerservice@towergate.co.uk** or call us on **01242 528844** between 9:00am to 5:00pm Monday to Friday or between 9:00am to 12:00pm Saturday.

We look forward to taking care of you and your caravan.

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

On behalf of Towergate Insurance



Information relevant to Your whole Policy

Your policy provides cover for the parts and the period of insurance shown in your statement of insurance. This policy is an agreement between you (the person/persons shown in the statement of fact and/or schedule as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if you pay the premiums.

You must read this policy carefully together with your statement of fact, schedule and any special terms or conditions as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as reasonably practicable on the contact details provided.

Please note that your cover relates only to the parts which are shown on the schedule as being included. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Unless You and We agree otherwise, this Policy is governed by the law that applies in the part of the United Kingdom where You normally live and those courts of the parts of the United Kingdom will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, We will communicate to You in English.

Cancellation Rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us of your decision, in writing or by phone on **01242 528844** provided within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date).

We may charge you on a pro rata basis (including Insurance Premium Tax) for the time we have provided cover for you, the balance of the premium will be returned to you but there will be no refund where you are cancelling the policy following a claim under Parts A – F.

If you have purchased additional optional cover under Parts D – F, this will be shown on your statement of insurance. Please see Condition 6 for full details of all cancellation conditions and charges.

To exercise your right to cancel your policy, please send written notice to Towergate Insurance Services, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

Alternatively, you can send an Email to caravancustomerservice@towergate.co.uk or by calling our office on **(01242 528844)** between 9:00am – 5:00pm Monday to Friday or between 9:00am to 12:00pm on Saturday).

Please see Condition 2 for full details of all cancellation conditions and charges.

For information on your cancellation rights within the 14 day cooling-off period; outside of the 14 day cooling-off period or our right to cancel the policy, please refer to Condition 6 on Page 16 of this policy.

The conditions and exclusions that apply to all parts of your policy are shown on Pages 15 – 20. Please, make sure that you read these as well as the cover shown in each part.

Automatic renewal

If you pay the premium using a credit agreement with Premium Credit Limited, you consent to the automatic renewal of your policy at its expiry for a further '12 months' period of cover. We will have the right (which we may not use) to renew the policy each year and continue to collect premiums using the details you provided us with when you took out the policy. We may vary the terms of the policy (including the premium) at renewal and you will be notified before your renewal date. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.



List of Insurers

Your policy has been arranged by Towergate Insurance on behalf of AIG Europe Limited.

Towergate Insurance is a trading name of Towergate Underwriting Group Limited.

Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN.

Registered in England No. 4043759. **www.towergate.co.uk** Authorised and regulated by the Financial Conduct Authority.

In respect of Part A – C only underwritten by: **AIG Europe Limited**.

AIG Europe Limited is registered in England under number **1486260**. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. AIG Europe Limited is a member of the Association of British Insurers. AIG Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN202628). This can be checked by visiting the Financial Services Register (<https://register.fca.org/>).

In respect of Part D Only – Excess Protection

Inter Partner Assistance UK branch 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

In respect of Part E Only – Legal Protection

DAS Legal Expenses Insurance Company Limited Registered Office: DAS House Quay Side Temple Back Bristol BS1 6NH
Registered in England & Wales NO. 5417859 **www.das.co.uk** Authorised and regulated by the Final Conduct Authority.

DAS Law Limited Registered office: North Quay, Temple Back, Bristol BS1 6FL

Registered in England and Wales, number 5417859. Website: **www.daslaw.co.uk**

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority registered number 423113.

In respect of Part F Only – Key Protection

UK General Insurance Limited, on behalf of Great Lakes Insurance SE. Registered at Koniginstrasse 107, 80802 Munich, Germany. UK branch office at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. In the event of a claim, UK General Insurance Limited act for Great Lakes Insurance SE as their agent.

Great Lakes Insurance SE, UK branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Motorplus Limited, Registered in England No. 03092837, Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA Financial Conduct Authority Reference No. 309657.



How to use your Policy

This is your new policy containing details of the cover you have bought. We have made every effort to make the Policy details as clear as possible. Please read your policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the policy. If, however, there is any dispute which cannot be resolved, you are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see Page 9 for details.

What to look out for

The policy is divided into a number of parts and includes some key words, expressions or phrases that have the same meaning whenever they appear in the policy. These are shown in **Bold** throughout the policy. These are referred to as **Definitions**. Please refer for:

General including Parts A – C	Pages 21 – 22
Part D	Page 32
Part E	Pages 38 – 39
Part F	Page 46

What cover is included?

The policy is divided into a number of parts; each part tells you what we will or will not pay for. To find which parts are in force you should check your schedule which is enclosed with the policy.

Your schedule also tells you how much you are insured for.

How much to Insure for?

It is up to you to make sure that the amount you insure for represents the full value of the property concerned. For **Caravan, Contents, Equipment & Awnings**, this means the full cost of replacing all the property as new.

If you have selected **Market Value**, this is cost of replacing the **Caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.

Remember, if you underinsure any claims payment may be reduced. Please refer to Condition 11 on Page 18 and Page 27 for a full explanation of this condition.

Policy Limitations

This **Policy** has a number of conditions and exclusions that apply to all parts of **Your Policy**, and are shown on Pages 15 – 20. Additional conditions and exclusions applying to the specific parts are detailed where they apply. Please, make sure that you read these as well as the cover shown in each part.



Our Commitment to Service – If You have a complaint

Details of the complaints procedures for Parts A – F are shown below.

We will do everything possible to ensure that **You** receive at all times excellent service and being there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied with the sale and administration of your policy or the service **You** have received by Towergate Insurance Services in the handling of **Your** policy or claim and wish to make a complaint, please contact us on **01242 528844** in the first instance where **We** aim to resolve most issues straightaway.

Alternatively, **You** may wish to write to **Us** at:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham GL50 1XZ

Email: **Customer.care@towergate.co.uk**

Complaints that Insurers are required to resolve will be passed to them and **You** will be notified if this happens.

Complaints relating to cover or claims under Parts A – C

If **You** at any time are dissatisfied with the Policy Coverage, Terms and Conditions or the Underwriting of **Your Policy** please contact:

AIG Customer Relations Unit
AIG Europe Limited
The AIG Building
2-8 Altyre Road
Croydon CR9 2LG.

Tel: **+44 (0) 800 012 1301** or **+44 (0) 20 8649 6666** (if calling from overseas).

Lines are open Monday to Friday from 9:15am to 5pm, excluding public holidays.

Email: **uk.customer.relations@aig.com**

Complaints relating to Part D of this Policy

The Quality Manager
AXA Assistance (UK) Limited
The Quadrangle
106 – 118 Station Road
Redhill
Surrey RH1 1PR

Email: **quality.assurance@axa-assistance.co.uk**



Complaints relating to Part E of this Policy

Customer Relations Department
DAS House
Quay Side Temple Back
Bristol BS1 6NH

Tel: **0344 893 9013**

Email: **Customerrelations@das.co.uk**

Complaints relating to Part F of this Policy

Quality Assurance Manager
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich NR1 3PA

Telephone: **0333 241 9574**

We take all customer complaints seriously and **We** have established the following complaint procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving Your complaint:

In the first instance **We** would encourage **You** to contact the department **You** are unhappy with. Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint. A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.

Step 2: If Your complaint cannot be resolved within three business days:

We will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support **You**, keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when **We** anticipate **We** will have concluded our investigation.

Step 3: Referring to the Financial Ombudsman Service (FOS):

After receiving our final response or if **We** have been unable to conclude our investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in our final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **+44 (0)800 023 4567** or **+44 (0)300 123 9 123**

Email: **complaint.info@financial-ombudsman.org.uk**

Online: **www.financial-ombudsman.org.uk**

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it, or if **You** are:

- A business with more than 10 employees and a group annual turnover of more than €2 million; or
- A trustee of a trust with a net asset value of more than £1 million; or
- A charity with an annual income of more than £1 million.



The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **You** choose to submit **Your** complaint this way, it will be forwarded to the Financial Ombudsman Service.

Visit <http://ec.europa.eu/odr> to access the Online Dispute Resolution Service.

Please quote **Our** e-mail address: **Customer.care@towergate.co.uk**

Alternatively, **You** can contact the Financial Ombudsman Service direct.

Whilst Towergate Insurance and **Your** Insurers are bound by the decision of the FOS, **You**, are not. Using **Our** complaints procedure, or contacting the Financial Ombudsman Service at any stage of **Your** complaint will not affect **Your** legal rights.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on whether **You** are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at www.fscs.org.uk or by calling **+44 (0)20 7741 4100**, or **+44 (0)800 678 1100**.



Important Information

Data Protection

Details of how **Your** data is used for Parts A – C are shown below. Details for Parts D – F are included in those parts of **Your Policy** where applicable.

How We use Your Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

“Personal Information” identifies and relates to **You** or other individuals (e.g. **Your** dependants). By providing Personal Information **You** give permission for its use as described below. If **You** provide Personal Information about another individual, **You** confirm that **You** are authorised to provide it for use as described below.

The types of Personal Information **We** may collect and why – depending on **Our** relationship with **You**, Personal Information collected may include:

Identification and contact information, payment card and bank account details, credit reference and scoring information, sensitive information about health or any medical conditions, and other Personal Information provided by **You**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment;
- Decision-making on provision of insurance cover and payment plan eligibility;
- Assistance and advice on medical and travel matters;
- Management and audit of **Our** business operations;
- Prevention, detection and investigation of crime, e.g. fraud and money laundering;
- Establishment and defence of legal rights;
- Legal and regulatory compliance, including compliance with laws outside **Your** country of residence;
- Monitoring and recording of telephone calls for quality, training and security purposes;
- Marketing, market research and analysis.

To opt-out of marketing communications **You** can contact **Us** by writing to:
Information Security Officer, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

If **You** opt-out **We** may still send **You** other important communications, e.g. communications relating to administration of **Your** insurance **Policy** or claim.

Sharing of Personal Information

For the above purposes Personal Information may be shared with **Our** group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers.

Personal Information will be shared with other third parties (including government authorities) if required by law.

Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers.

We are required to register all third party claims for compensation relating to **Bodily Injury** to workers' compensation boards. **We** may search these registers to detect and prevent fraud or to validate **Your** claims history or that of any other person or property likely to be involved in the **Policy** or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **Our** company or transfer of business assets.

International transfer

Due to the global nature of **Our** business, Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in **Your** country of residence.



Security and retention of Personal Information

Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please write to: Information Security Officer, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN, and/or e-mail: DataProtectionOfficer@aig.com or write to Data Protection Officer, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

More details about **Our** use of Personal Information can be found in **Our** full Privacy Policy at www.towergateinsurance.co.uk/privacy-statement and www.aig.co.uk/privacy-policy or **You** may request a copy using the contact details above.

Sanctions

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, **Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL). This helps **Us** check information provided and prevent fraudulent claims.

Under the conditions of **Your Policy You** must tell **Us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **You** tell **Us** about an incident **We** will pass information relating to it to the relevant database. **We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the **Policy** or claim.

Fraud prevention and detection

In order to prevent and detect fraud, **We** may at any time:

- Share information about **You** with other organisations including the police;
- Conduct searches about **You** using publicly available databases;
- Undertake credit searches;
- Check and/or share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact **Us** on the number shown on **Your Policy** documentation if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.



Contacting Us – Quick Reference

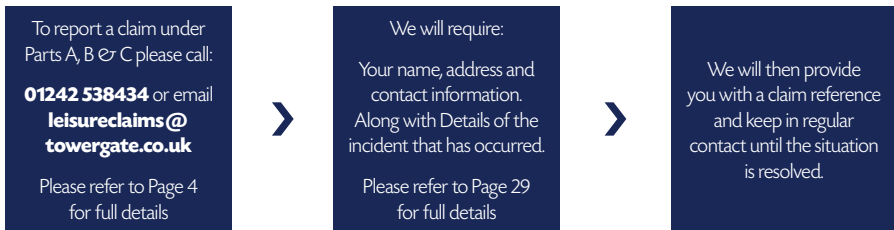
We are here to help whenever **You** need **Us**. If **You** have any questions about **Your Policy** or would like to discuss any other insurance needs, or need advice. To do this, **You** should contact Towergate Insurance by telephone **01242 528844** between 9:00am and 5:00pm Monday to Friday and between 9:00am to 12:00pm on Saturday. Alternatively, **You** can send an Email to **caravancustomerservice@towergate.co.uk** or contact us in writing at Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

How to make a complaint

Full details of the Complaints Procedure can be found on Pages 8 – 10. We hope that **You** are fully satisfied with **Our** service but if for any reason **You** are not, please contact **Us** on **01242 528844**.

How to make a Claim

Firstly, check **Your Policy Schedule** to make sure **You** have the appropriate cover. To report an incident or claims under Parts A, B & C, please use the following contact details:



Optional Covers

The following Optional Covers will only apply to **Your Policy** if **You** have specifically selected or requested them. Please refer to **Your Schedule** to confirm the cover **You** have in place. Where **You** have cover, please see the claims contact details below:

Optional Covers	Contact Details
Part D Excess Reimbursement	AXA Assistance – Scheme Code 10381 – call on 01737 826106 or email www.excessclaim.co.uk
Part E Legal Protection	DAS – call on 01242 528844 or if outside the UK +44 1242 528844
Part F Key Protection	Motorplus call on 0333 241 9574 or email keyclaims@motorplus.co.uk



Helpful Hints and Tips – All You need to know about Towing?

The rules on what **You** can tow are different depending on when **You** passed your driving test.

Licenses issued from 1 January 1997

If **You** passed **Your** car driving test on or after 1 January 1997 **You** can:

- drive a car or van up to 3,500kg maximum authorised mass (MAM) towing a trailer of up to 750kg MAM
- tow a trailer over 750kg MAM as long as the combined MAM of the trailer and towing vehicle is no more than 3,500kg

Maximum authorised mass (MAM) is the limit on how much the vehicle can weigh when it's loaded. **You** have to pass the car and trailer driving test if **You** want to tow anything heavier.

Licenses issued before 1 January 1997

If **You** passed your car test before 1 January 1997 you're usually allowed to drive a vehicle and trailer combination up to 8,250kg MAM.

Please check **Your** driving license allows **You** to tow **Your** caravan prior to the commencement of **Your** first journey. **You** can check **Your** license on the government website: www.gov.uk/towing-with-car

Towing weight and width limits

Most cars have a maximum weight they can tow. It's usually listed in the handbook or specification sheet. Alternatively, the vehicle's 'gross train weight' may be listed on the vehicle identification number (VIN) plate on the car: The gross train weight is the weight of the fully-loaded car plus fully-loaded trailer. If **Your** VIN plate doesn't list a train weight, then **Your** vehicle is potentially not suitable for towing.

If **You** have any concerns, or **You** are purchasing a new vehicle to use for towing, then it would be worth contacting the manufacturer of the towing vehicle for their guidance.

Width and length

The maximum trailer width for any towing vehicle is 2.55 metres.

The maximum length for a trailer towed by a vehicle weighing up to 3,500kg is 7 metres. This length does not include the A-frame.



Conditions which apply to the whole of this Policy

The following conditions listed below, apply to each and every part of the **Policy**. Additional conditions may apply to Parts A – F of the **Policy**. Please refer to the relevant parts of the **Policy** for details

1. **You** must keep to the terms and conditions of this **Policy**. Take all reasonable steps to avoid, prevent damage, injury or loss and reduce or avoid incurring unnecessary costs.
2. **You** must maintain the **Caravan, Contents, Awning and Equipment** insured in sound condition and good repair.
3. **You** must tell **Us** about any insurance related incidents of loss or damage (such as fire, water damage, theft or an accident) or liability as soon as reasonably practicable whether or not they give rise to a claim. **You** must provide **Us** with all the information and help **We** may need or ask for and at **Your** own expense, provide full details (such as reports, invoices, proof of purchase). **We** will decide how **We** will settle or defend the claim and may carry out any proceedings in the name of any person covered by **Your Policy**, including proceedings for recovering any claims payments.
4. **You** must report any loss, theft, attempted theft or malicious damage to the police as soon as reasonably practicable.
5. **Fraudulent Acts**

If **You** make a fraudulent claim under this insurance contract, **We**:

- a) are not liable to pay the claim;
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act; and
- d) may inform the police, other financial services organisations and anti-fraud databases, as set out under the important Notes headed 'Fraud prevention and detection'.

If **We** exercise **Our** right under (c) above:

- **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- **We** need not return any of the premiums paid.

If this **Policy** covers any person who is not a party to the insurance contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may rely on **Our** rights under section 6 below as if there were an individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other covered person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.



6. **We** may cancel **Your Policy** under Conditions 5 and 8 by giving **You** seven days' notice to **Your** last known address.

Cancellation within 14 days (cooling off period)

If **You** decide that **You** do not want to accept the policy (or any future renewal of the policy by us) tell **Us** of **Your** decision, in writing or by phone using the contact details provided on Pages 4 and 13 of the **Policy** within 14 days of receiving the **Policy** (or for renewal, within 14 days of **Your Policy** renewal date). **We** may charge **You** on a pro rata basis (including Insurance Premium Tax) for the time **We** have provided cover for **You**. The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the **Policy** following a claim.

Cancellation Outside Cooling Off Period

You have the right to cancel **Your Policy** at any time by telling **Us** either in writing or by telephone using the contact details set out in the **Policy**. **We** will charge **You** on a pro rata basis (including Insurance Premium Tax), plus any cancellation fee that we may apply for the time **We** have provided cover for **You**. The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the **Policy** following a claim.

Where **You** cancel **Your Policy** and **You** pay under a credit agreement with Premium Credit Limited, **You**, authorise **Us** on **Your** behalf to cancel **Your** credit agreement with Premium Credit Limited.

Paying by Instalments

If **You** pay **Your** premium under a credit agreement and **You** fail to make a payment **Your Policy** will be cancelled by giving **You** seven days' notice to **Your** last known address and **We** may refuse **Your** claim or take the balance of any outstanding premium due to **Us** from any claim payment, **We**, make to **You**. This means that **We** will fulfil **Our** obligations to any claims against **Your Policy** by a third party but seek full recovery of any payments made under **Your Policy** directly from **You**. This may include the instruction of solicitors or other recovery agents.

Our Rights

We may cancel **Your Policy** under Conditions 5 and 8 by giving **You** seven days' notice to **Your** last known address and refund any premium which may be due to **You** in accordance with the terms of this condition.

7. If any claim is covered by any other insurance, or would have been covered if this **Policy** did not exist, **We**, will only pay **Our** share of the claim even if the other insurer refuses the claim.
8. **Your** duty to check information and tell **Us** of any changes

This insurance is based on the information **You** have provided in answer to the questions **We** asked when arranging **Your** cover or subsequently, as confirmed in **Your Statement of Fact** and/or **Schedule**. **You** must tell **Us** as soon as reasonably practicable 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.

You may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

If in doubt about any change, please contact **Us** using the contact details provided on Pages 4 and 13.



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

- If **You** change **Your Touring Caravan**
- If **You** change **Your** name;
- If **You** change **Your Storage Address** or any changes in security are made to **Your Storage Address**;
- If **You** make any changes to the security on **Your Caravan**;
- If **You** or any named individuals on the **Policy** change **Your** occupation(s), or the trade in which **You**/they work;
- If **You** or **Your Family** use or 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** become bankrupt;
- If **You** have made a claim under any other **Caravan** or motor **Policy** that is not provided by **Us**;
- If **You** have any other insurance **Policy** refused, declined, cancelled or void;
- If **You** make changes to the value of **Your Caravan**.

Any changes, if accepted by **Us**, will apply from the date indicated on **Your**, updated **Statement of Fact** and/or **Schedule** or by an endorsement to **Your Policy**. In this case **We** will be entitled to vary the premium and terms for the **Period of Insurance**. In addition, **We**, may apply a service charge.

If the changes are unacceptable to **Us** and **We** are no longer able to provide **You** cover, **We** or **You** can cancel the **Policy** as set out under Condition 6.

If **You** have given **Us** inaccurate information at the start of the policy or subsequently this can affect **Your Policy** in one of the following ways:

- 1) If **We** would not have provided **You** with any cover, **We**, will have the option to:
Void the policy, which means **We** will treat it as if it had never existed and we may repay to **You** the premiums.
- 2) If **We** would have applied different terms to **Your** cover, **We**, may treat **Your Policy** as if those different terms apply.
- 3) If **We** would have charged **You** a higher premium for providing **Your** cover, **We** may:
Reduce the amount of the claim payment with an adjustment using the same proportionate difference as between the actual premium charged as the higher premium due.

For example, if the premium **You** paid initially was £150, but would have been £300 had **You** provided accurate information, **Our**, payment for a claim which amounts to £1,000 will be reduced by £500.

9. **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



10. **Governing Law**

Unless **You** and **We** agree otherwise, this **Policy** is governed by the law that applies in the part of the **United Kingdom** where **You** normally live and those courts of the parts of the **United Kingdom** will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, **We** will communicate to **You** in English.

11. **Underinsurance**

It is **Your** responsibility to make sure that the **Sums Insured** represents the full replacement cost of **Your Caravan, Contents, Equipment** and **Awnings**. If the **Sums Insured** is less than the full replacement cost, **We**, will only pay the same proportion of the loss or damage as the **Sums Insured** bears to the full replacement cost.

For example, if the **Sums Insured** represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

12. **Assignment**

This **Policy** may not be assigned or transferred unless agreed in writing by **Us**.

13. **Claim notification**

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **Our** rejection of the claim if it is made so long after the event that **We** are unable to investigate it fully, or may result in **You** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

14. **Non payment of premiums**

We reserve the right to cancel this **Policy** immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.



Exclusions which apply to the whole of this Policy

The following exclusions listed below, apply to each and every part of the **Policy**. Additional exclusions may apply to Parts A – F of the **Policy**. Please refer to the relevant parts of **Policy** for full details

We will not pay for the following:

1. Any reduction in value
2. Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.
3. Any loss or damage to Property or **Money** held for professional or business purposes
4. Any loss or damage which happens as an indirect result of an event for which **You** are insured.
5. Any accident or incident that happens outside the **Period of Insurance** that is covered by the **Policy**
6. Any claim resulting from:

- deliberate or criminal acts by **You** or any other person included in the **Policy**
- any gradual causes including (but not restricted to) deterioration or wear and tear
- seepage of water through seams and seals
- mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot
- any process of cleaning, repair, alteration, renovation or restoration
- vermin, insects or chewing, scratching, tearing or fouling by pets:
- electrical or mechanical failure or breakdown
- faulty design, materials or workmanship
- failure of a computer chip or computer software to recognise a true calendar date
- Computer viruses, erasure or corruption of electronic data
- Ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment
- Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- War, revolution or any similar event
- Pollution or contamination which was:
 - The result of a deliberate act
 - Expected and not the result of a sudden, unexpected and identifiable incident

7. **We** will not pay for any claim arising directly or indirectly from an act of terrorism.

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
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.



8. **We** will not pay for loss or damage caused by **You** towing **Your** caravan if **Your Caravan** weighs in excess of 95% of the towing vehicle's kerb weight.
9. **We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us, Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



Definitions which apply to this Policy

The following key words, phrases or expressions, which are listed below in alphabetical order have the same meaning whenever they appear and apply to each and every part of the **Policy** and in particular Parts A – C. Additional definitions are outlined in Parts D – F of the **Policy**. Please refer to the relevant parts of the **Policy** for details

Accidental Damage

An unintentional, one off incident that causes unexpected and non-deliberate damage.

Awning

A sheet of canvas or other material on a framework that can be attached to **Your Caravan** to provide shelter from the rain or sun.

Business use

The use of the **Caravan** or **Contents** as part of a business or trade. Including the use of the **Caravan** for storage of any trade or business stock

Caravan

The structure of the caravan, trailer tent or folding caravan stated in the **Schedule** including any fixtures and fittings included in the manufacturer's original specification or permanent fixtures and fittings fitted after manufacture, details of which have been given to and accepted by **Us**.

The term **Caravan** does not include an **Awning** or any **Equipment** as defined below.

CaSSOA

The **Caravan** Storage Site Owner's Association.

Contents

Household goods and personal property which belong to **You** and **Your Family** which are contained within the touring caravan, attached to **Your Caravan** or designed to be worn or carried on or about the person.

The term **Contents** does not include: - any permanent fixtures and fittings, any living creature, any stock or samples held for business or trade, **Credit Cards**, e-reader, games consoles, laptop computers, **Money**, mobile phones, pedal cycles, tablet computers, **Valuables**, windsurfers and canoes.

Credit Cards

Bank, charge, cheque credit, debit and cash dispenser cards

Equipment

Standard caravan or camping equipment **You** would reasonably take with **You** whilst away in **Your Caravan**, including portable motor movers, gas bottles and any security devices fitted to **Your Caravan**.

Europe

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Eire (Republic of Ireland), Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, **United Kingdom**, Vatican City.

Excess

This is the amount that **You** will have to pay in the event of a claim being made under the **Policy**.

Home

The buildings, outbuildings and land within the boundaries of **Your Permanent Residence**, but excluding communal parking areas and any public road or highway.

In Use

When **You** or **Your Family** are using or visiting **Your Caravan** for holiday purposes or when the caravan is attached to a towing vehicle. This includes, the 24 hour, period immediately prior to and returning from **You** or **Your Family** using or visiting **Your Caravan** for holiday purposes.

Market Value

The value of the **Caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.



Money

Cash, bank or currency notes, cheques, traveller's cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

New for Old

The value of a new **Caravan** of a similar or same make and model as detailed in **Your Schedule**.

Not In Use

When **Your Caravan** is in storage at the **Storage Address** or when **Your Caravan** is not going to be, **In Use**.

Period of Insurance

The period shown in **Your Schedule** for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premium.

Permanent Residence

Any **Home** occupied by **You** or **Your Family** as the main domestic residence whether temporary or permanent.

Personal Holiday Use

The use of the **Caravan, Contents, Awning** and **Equipment** as temporary personal accommodation for **You** and **Your Family**, whilst away from **Your Permanent Residence. Personal Holiday Use** includes use as personal accommodation during trade shows that relate to **Your** business or hobbies.

Policy

The combination of all of the parts **You** have chosen to purchase.

Security Devices

The devices, as detailed in **Your Schedule**, owned by **You** that are attached to, or activated with a mind to increasing the security of **Your Caravan**.

Schedule

The document giving details of the **Period of Insurance, Your** cover, the premium and the **Policy** number

Statement of Fact

The document that details the cover **We** have provided, including the information **You** provided when **We** prepared **Your** quotation or renewal invitation.

Storage Address

Your home or an address that **You** have given **Us** and **We** have accepted.

Sums Insured

The value that **You** have chosen to represent the replacement cost of the property to be insured.

Towing

Whilst **Your Caravan** is attached to a mechanically propelled vehicle, owned or used by the **Policyholder**.

Unattended

When the caravan is **In Use** and **You** have temporarily moved away from the **Caravan**.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Valuables

Any article made from precious metal, china, porcelain, jewellery, fur, watches, mobile phones, laptop computers, tablet computers, computers, binoculars, telescopes, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We/Us/Our

The Insurers detailed on the **Schedule**

You/Your

Person/Persons named as the policyholder/s on the **Schedule**

Your Family

Your spouse or **Your** partner; **Your** children or other relatives.



Part A – Your Cover

Your Schedule will show the cover **You** have selected and paid for under this part. **We** agree to provide the insurance described and subject to the terms, conditions, exclusions and limitations as described below and on Pages 15 – 20 of the **Policy**. To make sure **You** get the most from the cover, please take time to read the details carefully.

We will pay for

A. Damage to **Your Awning, Caravan, Contents** and **Equipment** caused by:

- a) fire, explosion, lightning and earthquake;
- b) storm or flood;
- c) malicious acts or vandalism;
- d) theft or attempted theft;

We will not pay for

The **Excess** as shown in **Your Schedule**.

Any damage caused whilst outside of the geographical location, selected by **You** and shown in **Your Schedule**

Loss or damage to **Caravan** generators or damage to the **Caravan** resulting from using generators.

- (a) Any fire damage intentionally caused by **You** or anyone lawfully in the **Caravan**
- (b) Any Storm or Flood damage caused to **Contents** left in the open
- (c) Any loss or damage intentionally caused by **You** or anyone lawfully in the **Caravan**
- (d) Theft of **Contents** whilst outside the **Caravan** and **Awning**

Theft of or loss or damage to **Money, Valuables**, firearms, wines, spirits and tobacco goods.

Theft of or loss or damage to the **Caravan, Contents, Equipment** and/or **Awnings** while the **Caravan** is **In Use**, and **Unattended** unless a Wheel Clamp, or Hitch Lock or Chassis Secure Wheel Lock and all **Security Devices** detailed in **your Schedule** are actively in place at the time of the incident, or alternatively, with the wheels removed unless the wheels have been stored away from the **Caravan** and all **Security Devices** detailed in **Your Schedule** are actively in place at the time of the incident.

Theft of or loss or damage to the **Caravan, Contents, Equipment** and/or **Awnings** while the **Caravan** is **Not In Use** unless:

- i. it is kept at **Your Home** or at a **Storage Address** **You** have told **Us** about; and
- ii. all **Security Devices** detailed on **Your Schedule** are actively in place at the time of the incident.

Damage to **Caravan, Contents** and **Equipment** by theft or attempted theft while the **Caravan** is left unattended without the doors and windows being closed and locked.

Theft of electronic or electrical equipment whilst left in the **Caravan** whilst not **In Use**.



We will pay for

- e) **Accidental Damage** during **Towing**

B. Emergency Removal

If **Your Caravan** cannot be moved as a result of loss or damage while **In Use**, **We** will reimburse **You** the costs **You** reasonably have to pay to:

- a) recover the **Caravan** from the scene of a road traffic accident;
- b) remove the **Caravan** from the premises of a recovery company to the nearest approved repairer;
- c) re-deliver the **Caravan** to **You** at **Your Home** or storage address as shown in **Your Schedule**.

C. Loss of Use

If **You** cannot stay in **Your Caravan** as a result of loss or damage covered under Sub Section A of Part A, and **You** decide to continue with **Your** holiday, **We** may pay up to £2,000 in respect of the extra costs **You** reasonably have to pay for including:

- a) hotel accommodation costs for up to 14 days; or
- b) hire costs for a replacement caravan for up to 14 days.

D. Additional Benefits

When the **Caravan** is **In Use**, **Contents**, will be covered whilst kept in the **Awning**. The maximum amount **We** will pay is 10% of the sum insured or £500 whichever is the less, as long as the sum insured is enough to cover the **Contents**.

We will not pay for

- e) Damage to tyres by punctures, cuts, bursts or braking.

Accidental Damage during **Towing** unless:

- (a) the **Caravan** is attached to a towing vehicle at the time of the loss or; the **Caravan** had not been deliberately uncoupled from the towing vehicle; and
- (b) the vehicle used for **Towing** the **Caravan** is suitable for such use.
- (c) The driver of the towing vehicle holds the appropriate license for the vehicle and towing requirements set out by the DVLA.

- B)** Emergency removal where the caravan is unable to be moved due to an inability to conform to the DVLA licensing regulations.

- C)** Food and drink.

The **Excess** as shown in **Your Schedule**.

Any **Contents** kept in an **Awning** when the **Caravan** is not **In Use**.



Part B – Your Additional Covers

Accidental Damage

The additional covers below only apply if noted on **Your Schedule** as operative and are subject to, the exclusions and additional terms, noted below.

We will pay for

Damage to **Your Awning, Caravan, Contents and Equipment** caused by:

Accidental Damage

We will not pay for

The **Excess** as shown in **Your Schedule**.

Accidental Damage to Valuables.

Damage to the **Awning, Caravan, Contents and Equipment** while the **Caravan** is not **In Use** unless it is kept at **Your Home** or at a **Storage Address You** have told **Us** about.

No Claims Discount

At the inception/renewal of **Your Policy**, **We**, will give **You** a no claim discount for each claim-free year up to the maximum entitlement. This no claims discount (NCD) will be included automatically in **Your Policy** premium. However, this is not a guarantee that **Your** premium will not rise.

If **You** have not chosen to protect **Your** NCD, each claim in the period of insurance will reduce the discount by two years.

Protected No Claims Discount

Once **You** have earned 3 years no claims discount **You**, can choose to protect the discount if **You** pay an extra premium at each renewal. If **You** choose Protected No Claims Discount and pay the extra premium for this, **We**, will not reduce **Your** discount when **You** renew your **Policy** if **You** have made only one claim in the period of insurance. If **You** make more than one claim in the same period of insurance **Your** No claim discount (NCD) will be reduced by two years for each additional claim made.

Please note, Protected No Claims Discount does not protect the overall price of **Your** insurance **Policy**. The tables on the page opposite show how this works both with and without NCD protection.



No claims discount at next renewal date without NCD protection

Number of years of No Claims Discount	1 claim during the Period of Insurance	2 claims during the Period of Insurance	3 claims during the Period of Insurance	4 claims during the Period of Insurance
1 year	Nil	Nil	Nil	Nil
2 years	Nil	Nil	Nil	Nil
3 years	1	Nil	Nil	Nil
4 years	2	Nil	Nil	Nil
5 years	3	1	Nil	Nil
6 years or more	4	2	Nil	Nil

No claims discount at next renewal date NCD protection

Number of years of No Claims Discount	1 claim during the Period of Insurance	2 claims during the Period of Insurance	3 claims during the Period of Insurance	4 claims during the Period of Insurance
3 years	3	1	Nil	Nil
4 years	4	2	Nil	Nil
5 years	5	3	Nil	Nil
6 years or more	6 or more	4	2	Nil

Your Policy Schedule will show if **You** have chosen this additional cover option.



Settling Claims under – Part A Your Cover, Part B Accidental Damage

Caravan, Awning and Equipment

Your Schedule will detail the basis of claims settlement **Your Caravan, Awning and Equipment** that **You** chose when **You** purchased or renewed this **Policy**.

New for Old

We, will either pay the cost of repairing the **Caravan, Awning** and/or **Equipment** or if the **Caravan, Awning** and **Equipment** is damaged beyond economical repair and **You** have opted for **New for Old** cover, **We**, will pay the cost of replacing it with the nearest equivalent make and model (subject to availability) and subject to the limit of the sums insured shown in the **Schedule**. **Your Sums Insured** must cover the cost of a new caravan of the same or similar make and model and **You** must be able to provide the original purchase receipt.

Market Value

We will either pay the cost of repairing the **Caravan, Awning** and/or **Equipment** or if the **Caravan, Awning** and **Equipment** are damaged beyond economical repair and **You** have opted for **Market Value** cover. **We**, will pay the value of it, taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.

Contents

We will at **Our** option:

- a) replace the item(s) as new, less an amount for wear, tear and depreciation; or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new, less an amount for wear, tear and depreciation.

The **Sums Insured** should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation.

In respect of any one claim **We** will not pay more than:

- a) the **Sums Insured** as stated on **Your Schedule**.
- b) £500 any one item for **Contents**

The **Sums Insured** will not be reduced by the amount of any claim.

Underinsurance

If the **Sums Insured** is less than the full replacement cost, **We**, will only pay the same proportion of the loss or damage as the **Sums Insured** bears to the full replacement cost.

For example, if the **Sums Insured** represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

Matching sets and suites

We will pay **You** for damaged items that form part of a matching set or suite, but cover will not extend to include the other undamaged items of the set or suite. For example, if **You** damage one chair from a set the damaged chair will be repaired or replaced but not the undamaged chairs that form part of the whole set.

If the damaged items cannot be matched or replaced, **We**, will pay up to 50% towards the replacement of the undamaged item(s).



Part C Your Liability to others

We will insure the amounts that **You** are legally liable to pay for causing accidental bodily injury death or disease, accidental loss or damage to property arising out of **You** owning, possessing or using the **Caravan, Awning Equipment** or the **Contents** that happens within the Geographical Limits as shown on the **Schedule**.

We will pay for

Up to £2,000,000 for

- a) damages or compensation to any person for the injury or damage caused
- b) their legal costs to claim compensation from **You**
- c) **Your** costs for defending the claim;

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

In addition, **We** will pay:

- a) costs
- b) 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 injury
 - iii) for defending in any Court of Summary Jurisdiction provided **Our** written consent has been obtained.

We will not pay for

Liability arising directly or indirectly while **You** are **Towing** the **Caravan**.

Liability arising from the **Caravan** being used for any trade or business purpose.

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**.

Liability for death, bodily injury or illness to:

- a) **You** or **Your Family**; or
- b) Any employee of **You**, **Your Family**, or any person to whom the **Caravan** is lent.

Liability arising from loss of or Damage to any property **You**, **Your Family** or **Your** domestic employees own or that **You** are responsible for.



How to make a Claim

Please see Pages 4 and 13 for full contact details.

a. Loss of or damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) As soon as reasonably practicable report to the police any theft, malicious damage, vandalism or loss of property.
- ii) As soon as reasonably practicable report to the credit card company any loss or theft of credit cards.
- iii) Advise Towergate Insurance as soon as reasonably practicable and at **Your** expense provide full written details and proofs as requested by them.
- iv) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) Advise Towergate Insurance as soon as reasonably practicable and provide full written details and assistance as requested by them.
- ii) As soon as reasonably practicable send Towergate Insurance any letter or other legal document issued against **You** or **Your Family** without answering it.
- iii) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Conduct of Claims

a. Our Rights

In the event of a claim **We** may:

- i) Enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) Take over and control proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

b. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably practicable by email leisureclaims@towergate.co.uk or by post Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ. **We** recommend that **You** let **Us** know by recorded delivery post.

If the property is recovered before the payment of the claim **You** must take it back and **We** will then pay for any change.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.



Part D – Excess Insurance Protection

Your Schedule will show the cover **You** have selected and paid for under this part of the **Policy**. **We** agree to provide the insurance described, subject to the terms, conditions, exclusions and limitations as described below and on Pages 15 – 20 of the **Policy**. To make sure **You** get the most from the cover, please take time to read the details carefully

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 has a current and valid UK driving licence, or holds 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 as shown on the opposite page.



We will pay for

1. 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 **Your Caravan Insurance Policy**. Only when the **Excess** of the current and valid **Caravan Insurance Policy** is exceeded will this **Excess Insurance Policy** respond to its full value.

The limit is £250 in any one policy period.

We will not pay for

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 **You** were in the knowledge that a claim was imminent.
3. Any claim notified to **Us** more than 6 months 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 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.
11. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.



Definitions

The following definitions apply to this part only. Any word or expression to which a specific meaning has been attached will bear the same meaning throughout and is in bold and are listed below in alphabetical order. Additional words, expressions and phrases that appear in bold, have been defined on Pages 21 – 22 of the **Policy**.

Annual Aggregate Limit: The policy will continue to respond for the period of the cover or until **Your** chosen level of indemnity on the reimbursement is exhausted; whichever 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 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 document contains the name of the policyholder/policyholders and gives details of the cover provided.

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.

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

The conditions listed below apply solely to this part of the **Policy**. Additional conditions which also apply have been outlined on Pages 15 – 18 of the **Policy**.

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 the 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 person/persons, name 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.

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 all have been 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 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: 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.



Important Information

Cancellation

Your rights to cancel are outlined under Condition 6 on Page 16 of the **Policy**. Please refer for full details.

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. By purchasing **Our** products and services, **You**, agree that **We** may:

- a) Disclose and use information about **You** and **Your** insurance cover to companies within the AXA Group of companies, to its service providers and agents in order to administer and service **Your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) Monitor and/or record **Your** telephone calls in relation to cover to ensure consistent servicing levels and account operation.
- c) Obtain and store any relevant and appropriate photographic evidence of the condition of **Your** property which is the subject of the claim, for the purpose of providing services under this **Policy** and validating **Your** claim.
- d) Undertake all of the above within and outside the **United Kingdom** and the European Union. This includes processing **Your** information in other countries in which data protection laws are not as comprehensive as in European Union. However, **We**, have taken appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in other countries, as there is in the European Union.

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 RH1 1PR
UK

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.



Part E – Legal Expenses

Your Schedule will show the cover **You** have selected and paid for under this part of the **Policy**. **We** agree to provide the insurance described, subject to the terms, conditions, exclusions and limitations as described below and on Pages 15 – 20 of the **Policy**. To make sure **You** get the most from the cover, please take time to read the details carefully.

1. **Reasonable Prospects** exist (other than in respect of insured incident 2 Motor prosecution defence) for the duration of the claim
2. the **Date of Occurrence** of the insured incident is during the **Period of Insurance**
3. any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**
4. the insured incident happens within the **Countries Covered**.

We will pay for

We will pay an **Appointed Representative**, on behalf of an **Insured Person**, **Costs and Expenses** incurred following an insured incident, provided that:

- (a) 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
- (b) the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. The amount may vary from time to time
- (c) in respect of an appeal or the defence of an appeal, the **Insured Person** must tell **Us** within the time limits allowed that they want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We**, must agree that **Reasonable Prospects** exist and for insured incident 2 Motor prosecution defence, **We**, must have defended the original motoring prosecution
- (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award.

We will not pay for

In the event of a claim, if an **Insured Person** decides not to use the services of a **Preferred Law Firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.



Insured Incidents

The following incidents as outlined below

We will pay for

1a) Uninsured loss Recovery

Costs and Expenses incurred to recover **Uninsured Losses** after an event which causes:

- (a) damage to the **Insured Caravan** or to any property belonging to an **Insured Person** in or on the **Insured Caravan**; and/or
- (b) death or bodily injury to an **Insured Person** whilst travelling in or on the **Insured Caravan**.

1b) Dispute with your insurer

A dispute with **Your** insurer if they refuse to provide indemnity under a **Policy** covering the **Insured Caravan**.

2) Motor Prosecution Defence

Costs and Expenses incurred to defend an **Insured Person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **Insured Caravan**, which the Insured

Person has notified **Us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **Insured Person** is notified of a prosecution any other way.

3) Motor Contract Disputes

Costs and Expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which **You** have entered into in a personal capacity for the:

- (a) buying, selling or hiring of the **Insured Caravan** or its spare parts or accessories
- (b) service, repair or testing of the **Insured Caravan**.

Provided that:

- (i) **You** must have entered into the agreement or alleged agreement during the **Period of Insurance**,

And

- ii) the amount in dispute must be more than £250 (including VAT).

We will not pay for

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

The settlement payable under an insurance policy. We will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim



We will pay for

4) Replacement Caravan Hire

We will make the arrangements for caravan hire for **You** within the **Countries Covered** and **We** will pay **Your Caravan Hire Costs** following an accident involving the **Insured Caravan** and another vehicle, as long as:

- (a) the **Insured Caravan** cannot be used, and
- (b) the accident was entirely the other person's fault

Provided that:

- (i) **You** must agree to **Us** trying to recover any **Caravan Hire Costs** in **Your** name, and any costs recovered must be paid to **Us**
- (ii) **We** will choose the vehicle hire company and the type of caravan to be hired
- (iii) **We** will decide how long a caravan can be hired for
- (iv) **You** must tell **Us** as soon as the **Insured Caravan** becomes available for **You** to use again
- (v) **You** must meet the age and licensing rules of the caravan hire company we choose and must follow any terms and conditions of hire.

We will not pay for

Caravan Hire Costs if **You** are:

- i) are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or
- ii) when **You** make **Your** own arrangements for caravan hire after an insured incident.

Please note there may sometimes be circumstances, such as local unavailability, in which **We** are unable to provide a comparable replacement vehicle. In such cases **We** will try to provide an alternative replacement vehicle. If this is not possible **We** will still seek to recover **Your Uninsured Losses** for the loss of use of the **Insured Caravan**.



Definitions

The definitions listed below apply solely to this part of the **Policy**. The following words have these meanings wherever they appear in bold: Additional words, expressions and phrases that appear in bold, have been defined on Pages 21 – 22 of the **Policy**.

Appointed Representative: The **Preferred Law Firm**, law firm or other suitably qualified person **We** will appoint to act on an **Insured Person's** behalf.

Caravan Hire Costs: The cost of hiring a comparable replacement caravan for one continuous period **We** agree to.

Costs and Expenses:

- (a) All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**
- (b) The costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with **Our** agreement.

Countries Covered: For insured incidents (1 – 3)

1 UNINSURED LOSS RECOVERY AND PERSONAL INJURY, 2 MOTOR PROSECUTION DEFENCE and 3 MOTOR CONTRACT DISPUTES

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

For insured incident 4 REPLACEMENT HIRE VEHICLE

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

DAS Standard Terms of Appointment: The terms and conditions (including the amount **We** will pay to an **Appointed Representative** that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence:

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** first became aware of it)
- (b) For motoring offences, the date of the motor offence an **Insured Person** is alleged to have committed. If there is more than one offence arising at different times, the **Date of Occurrence** is the date an **Insured Person** began, or is alleged to have begun, to break the law.

Insured Caravan: The **Caravan** or motor caravan covered by the **Caravan insurance policy** to which this policy attaches. 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.

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



Motor Claims Centre: This centre carries out recovery, hire and repair services and deals with the administration of **Your** claim.

Period of Insurance: The period for which **We** have agreed to cover **You** and is shown on **Your Policy Schedule**.

Preferred Law Firm: A law firm or barristers' chambers **We** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable Prospects: The prospects that an **Insured Person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** on **Our** behalf, will assess whether there are **Reasonable Prospects**.

Uninsured Losses: Losses which **You** have incurred as a result of a road traffic accident which was not **Your** fault, and which are not covered under the **Caravan** insurance to which this cover attaches.

We/Us/Our/DAS: DAS Legal Expenses Insurance Company Limited.

You/Your: Person/persons named as the policyholder on the **Policy Schedule**



Conditions and Exclusions

The following applies solely to this part of the **Policy**, conditions and exclusions which apply to the whole **Policy** are outlined on Pages 15 – 20. Please refer for full details.

Conditions

1 An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **We**, will appoint a **Preferred Law Firm** as an **Insured Person's Appointed Representative** to deal with their claim. They will try to settle the **Insured Person's** claim by negotiation without having to go to court.
- (b) If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
- (c) If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm**, **We**, will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However, if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. The amount may vary from time to time.
- (d) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

2 An Insured Person's responsibilities

- (a) An **Insured Person** must co-operate fully with **Us** and the **Appointed Representative**.
- (b) An **Insured Person** must give the **Appointed Representative** any instructions that **We** ask them to.

3 Offers to settle a claim

- (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **Our** written consent.
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We**, may refuse to pay further legal costs.
- (c) **We** may decide to pay the **Insured Person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **Insured Person** must allow **Us** to take over and pursue or settle any claim in their name. The **Insured Person** must also allow **Us** to pursue at **Our** own expense and for **Our** own benefit, any claim for compensation against any other person and the **Insured Person** must give **Us** all the information and help **We** need to do so.

4 Assessing and recovering costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have legal costs taxed, assessed or audited if **We** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** that **We** have to pay and must pay **Us** any amounts that are recovered.

5 Cancelling an Appointed Representative's appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if the **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end immediately, unless **We** agree to appoint another **Appointed Representative**.



6 Withdrawing cover

If an **Insured Person** settles or withdraws a claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative, We**, can withdraw cover and will be entitled to reclaim from the **Insured Person** any **Costs and Expenses We** have paid.

7 Expert opinion

We may require the **Insured Person** to get, at their own expense, an opinion from an expert that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this, **We**, will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

8 Arbitration

If there is a disagreement between an **Insured Person** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure, the **Insured Person** can contact the Financial Ombudsman Service for help. Alternatively, there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **Insured Person** and **Us**. If there is a disagreement over the choice of arbitrator, **We**, will ask the Chartered Institute of Arbitrators to decide.

Exclusions

We will not pay for the following:

1 Late reported claims

A claim where the **Insured Person** has failed to notify **Us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **We** consider **Our** position has been prejudiced.

2 Costs we have not agreed

Costs and Expenses or **Caravan Hire Costs** incurred before **Our** acceptance of a claim. If **We** agree to pay **Caravan Hire Costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **We**, will not pay any further **Caravan Hire Costs**. However, **We**, will not seek to recover any costs from **You** that **We** have already paid provided the accident details **You** have supplied are true and complete.

3 Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.

4 Legal action we have not agreed

Any legal action an **Insured Person** takes that **We** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.

5 Uninsured drivers

The **Insured Caravan** being towed by anyone who does not have valid motor insurance.

6 A dispute with DAS

A dispute with **Us** not otherwise dealt with under policy condition 8.

7 Judicial review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8 Litigant in person

Any claim where an **Insured Person** is not represented by a law firm or barrister.



Important Information

You are now protected by **Europe's** leading legal expenses insurer. If **You** are involved in a motor accident, face prosecution for a motoring offence, require assistance in a contract dispute regarding the **Insured Caravan** or need legal advice, **We**, are here to help **You** 24 hours a day, 365 days a year.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under **Your** policy. The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

HOW WE CAN HELP

If **You** are involved in an accident which was not **Your** fault, **We**, will help **You** recover **Your Uninsured Losses** from the person who caused the accident, either through **Our Motor Claims Centre** or by appointing a lawyer. **Uninsured Losses** could include the cost of repairing or replacing the **Insured Caravan, Your Caravan Insurance Policy Excess**, compensation following injury or other out of pocket expenses.

If the accident was entirely the other person's fault and the **Insured Caravan** cannot be used, **We**, can arrange to supply **You** with a comparable replacement hire caravan until the **Insured Caravan** can be repaired.

We will do so only if **You** meet the hire company's terms and conditions of hire. For **Us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey. Where the driver at fault is uninsured or cannot be traced, **We**, will assist **You** in making a claim to the Motor Insurers' Bureau.

We can also defend **You** against motoring prosecutions, and assist **You** in contract disputes related to the **Insured Caravan**.

WHEN YOU NEED TO MAKE A CLAIM

Phone **Us** on **01242 528844** as soon as possible after **Your** accident to speak with one of **Our** dedicated customer claims handlers. If **You** are calling outside of the UK, please phone **Us** on **+44 1242 528844**.

IF YOU NEED ANY OTHER HELP FROM US

If **You** wish to speak to **Our** legal teams about a legal problem related to motoring, please phone **Us** on **0344 893 9027**. **We** will ask **You** about **Your** legal issue and if necessary call **You** back to give **You** legal advice.

Please do not ask for help from a lawyer or hire a caravan before **We** have agreed. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

OUR HELPLINE SERVICES

At **DAS**, **We**, offer a number of advice services, it operates 24 hours a day, seven days a week, **We**, pride ourselves in being there when **You** need **Us**.

HOW IT WORKS

An Insured Person can contact **Our** UK-based call centre 24 hours a day, seven days a week. However, **We**, may need to arrange to call the **Insured Person** back depending on their enquiry. To help **Us** check and improve **Our** service standards, **We**, may record all inbound and outbound calls except those to the counselling service. When phoning, please tell **Us** **Your** policy number and the name of the insurance provider who sold **You** this cover.

We will do everything in **Our** control to be there when **You**, need **Us** but cannot accept responsibility if **Our** helpline service is unavailable for reasons outside **Our** control.

CALL 0344 893 9012 for Our Counselling Service 0344 893 9027 for all others (see over)



LEGAL ADVICE SERVICE

We will provide an **Insured Person** with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If the **Insured Person** calls outside these times, a message will be taken and a return call arranged within operating hours.

TAX ADVICE SERVICE

We will provide an **Insured Person** with confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays.

If the **Insured Person** calls outside these times, a message will be taken and a return call arranged within operating hours.

HEALTH AND MEDICAL INFORMATION SERVICE

We provide an **Insured Person** with information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **Insured Person**'s area, including local NHS dentists. Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays.

If the **Insured Person** calls outside these times, a message will be taken and a return call arranged within operating hours.

COUNSELLING SERVICE

We will provide an **Insured Person** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. The **Insured Person** will pay any costs for using the services to which they are referred. This helpline is available 24 hours a day, seven days a week.



Part F – Key Protection

Your Schedule will show the cover **You** have selected and paid for under this part of the **Policy**. **We** agree to provide the insurance described, subject to the terms, conditions, exclusions and limitations as described below and on Pages 15 – 20 of the **Policy**. To make sure **You** get the most from the cover, please take time to read the details carefully.

We will pay for

When **Your Insured Keys** are lost, stolen or damaged by accidental means within the **Territorial Limits**, the **Insurer** will pay up to £1,500 in any one **Period of Insurance** in respect of:

- i) locksmiths' charges;
 - ii) new locks (if a **Security Risk** has arisen); and
 - iii) replacement **Insured Keys**
2. **Vehicle** hire for a period of up to 3 days if **Your Vehicle** is unusable as a result of lost or stolen **Insured Keys**. The **Insurer** will pay up to a maximum of £40 per day for a hire **Vehicle** such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4).
 3. The cost of reasonably incurred onward transportation if **You** are stranded due to the loss or theft of **Your Insured Keys** up to a maximum of £100 per day up to a maximum of 3 days.
 4. If **Your Insured Keys** are locked in **Your** property or **Vehicle** **You** must report this to **Us** and the **Insurer** will arrange for a suitable contractor to attend. Upon validation of **Your** claim, the **Insurer** will reimburse **You** for costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the **Policy** limit of £50. Alternatively, **You**, may instruct one of **Our** approved locksmiths to attend and the **Insurer** will reimburse **You** for any costs incurred up to the policy limit of £50.
 5. **Insured Keys** that are unusable due to being damaged or broken in the lock up to the policy limit of £50.

We will not pay for

Please see Exclusions listed on Pages 19-20, 40-41 and 47



Handy Hints & Tips to keeping your Keys safe

Here are a few precautions **You** can take to better protect **Your** keys as follows:

- a) Never attach anything to **Your** keys that contains **Your** name, address or any details of where **Your Vehicle** may frequently be parked and never leave keys unattended.
- b) Never hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching, or may guess where keys may be hidden.
- c) Never leave doors or windows open, even by a small amount.
- d) Never leave **Your** keys in **Your Vehicle**, even for a moment, especially when **You** are visiting petrol stations, or whilst loading or unloading **Your Vehicle**. Always lock **Your Vehicle** when leaving it.
- e) Do not keep duplicate keys on the same key ring as **Your** main keys.
- f) Burglars are increasing turning to key crime as sophisticated security measures are now fitted as standard to new cars, and have been known to break into homes and offices just to steal car keys. Never leave car keys close to the front door where they can be seen.



Definitions, Conditions and Exclusions

The following apply to this part only: Definitions, Conditions and Exclusions that apply to the whole **Policy** are outlined on Pages 15 – 22, please refer for full details.

Definitions

Any word or expression to which a specific meaning is attached will bear the same meaning throughout and is in bold.

Insured Key/Keys: Any **Vehicle**, home, caravan or office keys (including security safe keys and any immobiliser, infrared handset and/or alarm which is integral to any **Insured Key** if it cannot be repaired or reprogrammed) which are attached to the fob.

Insurer: UK General Insurance Limited, on behalf of Great Lakes Reinsurance (UK) SE. In the event of a claim, UK General Insurance Limited act for Great Lakes Reinsurance (UK) SE as their agent.

Period of insurance: The period for which **We** have agreed to cover **You** and is shown on **Your Policy Schedule**.

Security Risk: The risk arising from the accidental loss or theft of an **Insured Key** whilst in **Your** personal custody which means it may be possible for someone who found the key to trace it to **Your Vehicle** or property. The decision as to whether or not **Your** lost **Insured Keys** presents a **Security Risk** will be made by **Us**.

Territorial limits: The European Union.

Vehicle: Any motor **Vehicle** or caravan owned by **You** or for which **You** are responsible, associated with **Your Insured Keys**.

We/Our/Us: Motorplus Limited t/a Coplus underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE.

You/Your/Insured: The person named on the **Policy Schedule** and any immediate member of their family permanently residing at the same address as the person named on the schedule during the **Period of Insurance** and noted in the **Policy Schedule** forming part of this contract of insurance.



Conditions

1. Claims

In addition to the terms outlined under Condition 1, 2 and 3 on Page 15 of the **Policy**, if **You** do not own **Your** property and **Your** claim is in relation to the keys to **Your** home, **We** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen keys.

2. Cancellation

Your rights to cancel are outlined under Condition 6 on Page 16 of the **Policy**. Please refer for full details.

3. Arbitration Clause

If there is a dispute between **You** and **Us**, or **You** and the **Insurer**, which arises from this insurance, **You** can make a complaint to **Us** in accordance with the complaints process which can be found on Pages 8 – 10. If **We**, or the **Insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **You** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **You** and **Us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

5. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Exclusions

The following exclusions apply to this part of the **Policy**:

1. **We** will pay no more than £1,500 in total in any one **Period of Insurance** for any and all claims.
2. Any **Insured Keys** that have been lost or stolen for a period of less than 3 days, unless **We** are satisfied that a delay would cause undue hardship or significant expense.

The decision as to what constitutes undue hardship or significant expense will be made by **Us** and may depend upon whether **You** can access **Your** home or **Vehicle** during the 3 day wait period or there is a **Security Risk** following the loss or theft of the **Insured Keys**,

3. **Insured Keys** that are lost, stolen or damaged by someone other than **You**.
4. Any **Insured Keys** that are lost, damaged or stolen and not reported to **Us** within 30 days of occurrence.
5. **We** will not replace locks or **Insured Keys** to a higher specification to those that are lost, damaged or stolen.
6. Locks which were previously damaged prior to the loss or theft of **Your Insured Keys**.



7. Costs incurred where **We** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **You** fail to attend.
8. Costs incurred where **You** make alternative arrangements with a third party, after **We**, have already instructed a locksmith or other tradesman to attend a particular location.
9. Claims arising as a result of **Your** failure to take reasonable steps to safeguard **Insured Key(s)**.
10. Any claims made without valid receipts or tickets and prior authorisation by **Us**.
11. Any claims made within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
12. Any claim over £50 for any one incident when **Insured Keys** are locked inside a property or broken in the lock or ignition.
13. Loss or theft of, or damage to **Insured Keys** occurring outside the **Period of Insurance**.
14. If **Your Insured Key** ceases to function correctly a diagnostic check may be requested at **Your** own expense. This is to confirm if the fault is with the **Insured Key** or the **Vehicle**. Only faults identified as relating to the **Insured Key** are covered under this policy.
15. Any associated costs (other than the cost of replacing the **Insured Key(s)**) if there are duplicate keys available to **You** immediately or within a reasonable period of time, unless **We** are satisfied that accessing **Your** duplicate keys would cause undue hardship or significant expense). The decision as to what constitutes undue hardship or significant expense will be made by **Us** and may depend upon how easily **You** can access **Your** duplicate Keys.
16. Keys which are given to **You** for safekeeping by a relative, friend, neighbour or employer.
17. Any loss of earnings or profits which **You** suffer as a result of the loss or theft of, or damage to an **Insured Key**.
18. Stolen **Insured Keys** which have not been reported to the police and a valid crime reference provided to **Us**.



How to Make a Claim

We pride ourselves by being there when **You** need **Us**, **We**, offer a 24 hours a day 365 days a year emergency helpline.

We have access to a nationwide network of locksmiths whilst **You** are in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

In the event of a claim, please contact **Us** as soon as **You** can, giving **Us**, as much information as **You** can about what has happened to bring about the claim. In order for **Us** to help **You** more efficiently, please quote "KeyBack" in all communications.

Telephone: **0333 241 9574**

Email: **keyclaims@motorplus.co.uk**

Or **You** can write to **Us** at:

Motorplus Claims
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Claims must be reported to **Us** within 30 days of occurrence and if an **Insured Key** has been stolen it must be reported to the police immediately and a crime reference number obtained.



Important information

Data protection

Please make sure that **You** read and understand this Data Protection notice as it explains to **You** what, **We**, will do with the information that **You** give **Us**. If **You** apply for **Our** products or services, it is highly likely that **We** will need both personal and sensitive data (as defined in the Data Protection Act 1998) about **You** and anyone else who is covered by the application form in order to administer the **Policy** and any claims which may arise. **You** should show this notice to any other person covered under **Your Policy**. If **Your** application includes other individuals, **We**, will assume that they have given their consent to **You** for **You** to give their information to **Us**.

Protection of your personal data

The security of **Your** personal information is very important to **Us** and **We** are compliant with all current data protection legislation. All personal information that **You** supply to **Us** either in respect of yourself or other individuals in connection with **Our** products or services will be treated in confidence by **Us** and will be held by **Us** for the purpose of providing and administering **Our** products and services (including claim handling.) This may involve the collection and processing of sensitive data and if **You** complete an application form for **Our** products or services **You** will be giving **Your** consent to such information being processed by **Us** or **Our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **Our** insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

Inaccurate data

If **You** believe that **We** are holding inaccurate information about **You**, please contact Towergate insurance if it is to do with this policy document. If any information that **We** hold about **You** in **Our** file is incorrect, please contact **Our** claims team by any method shown.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We**, will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- check **Your** identity to prevent money laundering, unless **You** furnish **Us** with other
- satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **We** access or contribute to.

You can request a copy of certain personal records that **We** hold about **You** by writing to **Us** at Quality Assurance Team, Motorplus Limited, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich, NR1 3PA. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

Your Agreement with Others

This contract of insurance is personal to **You** the policyholder, and the **Insurer**. The **Insurer** will not be bound by any agreement between **You** and **Your Appointed Representative**, or **You** and any other person or organisation. **You** may not assign any of the rights under this policy without the **Insurer**'s express prior written consent.



Towergate Insurance

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www.towergateinsurance.co.uk

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