

Insuring the UK's touring caravans



POLICY DOCUMENT

Tourer Select Certificate of Insurance

Introduction

This *Certificate* is a contract of insurance between *You* and *Us*, and is made up of this *Certificate* and *Your Schedule* including any *Endorsements*. It is based on the statements and information *You* gave *Your* administrator or the information that was given on *Your* behalf when *You* applied for the insurance. *We* used that information to assess the cover *We* would provide for *You* and to set the *Premium* and policy conditions required for that cover.

In return for the payment of **Your Premium We** will provide the insurance cover detailed in this **Certificate** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the **Period of Insurance**.

Your policy is valid for the Period of Insurance as shown on Your Schedule.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

This insurance is arranged by *Thistle Insurance Services Limited* and is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. *You* can check *Our* details on the Financial Services Register <u>https://register.fca.org.uk/</u>

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at https://www.fsc.gi/

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the *United Kingdom* under FCA reference 714197. *You* can check this by visiting the Financial Services Register on the FCA website at https://register.fca.org.uk

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Important Information

Please take time to read Your policy documents in full to make sure You understand the cover provided.

In return for the payment of **Your Premium We** will provide the insurance cover detailed in **Your Schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **Period of Insurance**.

Your policy is valid for the Period of Insurance as shown on Your Schedule.

Please refer to the policy documents provided to **You** when the policy was purchased or amended, for details of the type and level of cover **Your** policy provides.

Policy Excess

You will have to pay any *Excess* shown on Your Schedule. We will only deduct one *Excess* for each claim. If We have asked a supplier to deal with all or part of Your claim, We may ask them to collect the *Excess* from You.

Policy Limits

All sections of the policy have limits to the amount that *We* will pay under that section. Sometimes there are limits within the section for specific items. Full details are contained within this policy document and on *Your Schedule*.

Renewal of Your policy

We reserve the right not to invite the renewal of *Your* policy. In this event *We* will notify *You* in writing to let *You* know.

Law applicable to the contract

This policy is governed by English law.

How to read Your Tourer Select Certificate of Insurance

You need to be aware that all insurance certificates are subject to certain exclusions and conditions. It is therefore essential that **You** are aware of what is covered and what is not and any security requirements and conditions **You** need to comply with. For simplicity, **We** use keywords or phrases which are shown in Definitions and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in **Bold Italics** with an initial capital letter so as to remind **You** of their importance.

To help You understand the cover provided We have laid out the sections under the following headings:

What is covered - this text gives information about the cover provided

What is not covered – this text draws Your attention to what is not covered

In addition You should also read the General Exclusions and Conditions which appear on page 8.

Your Certificate of Insurance should be read in conjunction with *Your Schedule*, as together they form the basis of *Your* insurance contract.

Definitions

Agreed Value

The amount shown in the *Schedule* which represents the price *You* paid an *Approved Caravan Dealer* for *Your Caravan*. This is the most *We* will pay *You* if *Your Caravan* is lost, totally destroyed or where the reasonable cost of repairs is greater than the *Agreed Value*.

Approved Caravan Dealer

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

Approved Location

Whilst You are not on holiday with Your Caravan, it must be at one of the following Approved Location:

- (a) Parked on *Your* property or at the property of a *Relative*, within 50 feet of *Your* home or the home of a *Relative*; or
- (b) In a securely locked compound designed for the purpose of storing caravans with a clearly defined perimeter that identifies it as a private area and restricts unauthorised access and exit as far as possible and which provides daily supervision and inspection; or
- (c) Whilst *Seasonally Sited* on a licensed caravan park, where the entrance(s)/exit(s) to the park are securely locked at all times, with a clearly defined perimeter, where visitors are checked in and out and the park provides daily supervision and inspection.

Average

If the sum(s) insured immediately prior to the loss does not represent the full cost of replacement *We* will only pay the same proportion of the loss or damage as the sum insured bears to the full cost of replacement.

Basis of Cover

The cover applicable to Your Certificate as stated in the Schedule.

Caravan

The structure, fixtures and fittings and integral furniture and furnishings of the touring caravan, folding caravan, trailer caravan or trailer tent, as stated in the *Schedule*.

CaSSOA

The Caravan Site Storage Owners' Association.

Certificate

The *Certificate* is evidence of *Your* contract of insurance with the *Underwriters*. It is called a *Certificate* rather than a policy because it is issued by *Thistle Insurance Services Limited* as agent of the *Underwriters*. A policy can only be issued directly by the *Underwriters*.

Contents and Personal Effects

Bedding, linen, luggage, general household goods, portable television sets, audio equipment, furnishings not fitted to the *Caravan* and personal possessions belonging to *You* or *Your Family*, as stated in the *Schedule*. This does not include *Money* or *Valuables*.

Equipment

Awnings, toilet tents, refrigerators, gas bottles, batteries, security devices, stabilizers, generators, wheel clamps and the like.

Europe

Andorra, Austria, Belgium, Bulgaria, Channel Islands, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco), Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the VaticanCity), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, and Switzerland (including Lichtenstein).

Excess

The first amount of a loss You pay towards a claim.

Family

Your spouse or partner and children, including foster children.

Incident

A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss or damage.

Indemnity

The cost of replacing or repairing the insured property or that part which is lost or damaged, less a deduction for wear and tear and/or depreciation. (If any improvements are made as a direct result of replacement or repair **You** may be asked to contribute towards the claim).

Market Value

The cost, at the date the *Incident* occurred, of a used replacement *Caravan* of the same make, model, age and condition after taking into account wear, tear and depreciation. The *Maximum Amount Underwriters* will pay will be limited to the sum insured shown in the *Schedule*.

Maximum Value/Maximum Amount

The amount shown in *Your Schedule* being the most *We* will pay out under each section of *Your* insurance.

Money

Money of any kind, including cash, bankers' drafts, cheques, credit/debit or charge cards or any other type of financial instrument.

New for Old

The cost of a new replacement *Caravan* of the same make and model as *Your Caravan* and the cost of new replacement *Equipment* of similar type, or the nearest equivalent or cash equivalent, after taking into consideration any discount available to *Underwriters*. The *Maximum Amount Underwriters* will pay will be limited to the sum insured shown in the *Schedule*.

Period of Insurance

The length of time, shown on Your Schedule, during which cover applies.

Premium

The payment You make, shown in the Schedule, in return for Us giving You insurance.

Relative

Spouse, fiancé(e), partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-inlaw, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law.

Schedule

The attachment to this *Certificate* which personalises cover to *You*; it shows *Your* name, address, *Premium*, make of *Caravan*, the sum insured, the sections of the cover in the *Certificate You* have selected and *Period of Insurance*.

Seasonally Sited

The period when Your Caravan is allowed to be sited on a pitch, in accordance with the park's licence.

Small Claims

Any claim for damage to *Your Caravan* arising from an insured *Incident* where the total cost of repairs is not likely to exceed £500.

Third Party

Any person other than You, a member of Your Family or an employee of You or Your Family.

Thistle Insurance Services Limited

The administrators of the Insurance.

United Kingdom

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

Valuables

Jewellery, gold, silver, precious and non-precious stones and metals, watches, furs, cameras, camcorders and accessories, photographic equipment and binoculars.

We/Us/Our/Underwriters

UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

You/Your

The name of the person appearing in the *Schedule*.

The cover

We will indemnify *You* as stated in the *Schedule* against damage arising from any *Incident*, occurring during the *Period of Insurance*, subject always to the *Excess* and the limits, terms, conditions and exclusions of this *Certificate*.

Section 1 - Caravan and Equipment

What is covered

All risks of physical loss or damage to **Your Caravan** and **Equipment** up to the **Maximum Value** shown on the **Schedule** whilst in or attached to **Your Caravan** during the **Period of Insurance** and within the **United Kingdom**.

We will also pay:

- (a) In the event of an *Incident* the cost of removing *Your Caravan* to the nearest garage, repairer or place of safekeeping
- (b) In the event of an *Incident* the reasonable storage charges whilst awaiting repair or disposal but excluding normal place of storage.
- (c) **Your** reasonable fuel costs for **You** to collect **Your Caravan** following an insured repair, but only for any **Incident** occurring in the **United Kingdom** and only to **Your** home address in the **United Kingdom**.

Basis of Cover

Please refer to Your Schedule for the Basis of Cover applicable to You:

1. New for Old

If **Your Caravan** is less than 5 years old at the commencement of the **Period of Insurance We** will, following a total loss, replace **Your Caravan** and any **Equipment**, which is less than 5 years old, on a **New for Old** basis. Cash settlements will be on an **Indemnity** basis only.

Note: Make sure the sum insured shown in the *Schedule* reflects the new replacement cost of *Your Caravan* and *Equipment* because *We* will not pay more than the sum insured and, in the event of a partial loss, *We* will apply *Average*.

2. Agreed Value

If **Your Caravan** is less than 5 years old at the commencement of the **Period of Insurance We** will, following a total loss, replace **Your Caravan** on a like-for-like basis up to the sum insured shown in the **Schedule** at an **Approved Caravan Dealer**. Cash settlements will be on an **Indemnity** basis only. **We** will pay for the replacement value or the cost of repair of **Your Equipment** on an **Indemnity** basis.

Note: Make sure the sum insured shown in the *Schedule* reflects the original price *You* paid for *Your Caravan* and the used value of *Your Equipment* because *We* will not pay more than the sum insured and, in the event of a partial loss, *We* will apply *Average*.

3. Market Value

We will, following a total loss, pay *You* the *Market Value* of *Your Caravan*. *We* will pay for the replacement value or the cost of repair of *Your Equipment* on an *Indemnity* basis.

Note: Make sure the sum insured shown in the *Schedule* reflects the value of a used replacement *Caravan* of the same make, model, age and condition and the used value of *Your Equipment* because *We* will not pay more than the sum insured and, in the event of a partial loss, *We* will apply *Average*.

Please also see Sections 1 and 2 and What is Not Covered and the General Exclusions.

Section 2 - Contents and Personal Effects

What is covered

Loss or damage caused by an *Incident*, Fire, Theft, Vandalism, Storm and Flood to *Your* and *Your Family's Contents and Personal Effects* whilst contained in *Your Caravan* or in a vehicle towing *Your Caravan* during the *Period of Insurance* and within the *United Kingdom*.

We will pay for the replacement value or the cost of repair of *Your Contents and Personal Effects*, on an *Indemnity* basis, subject to:

- (a) The amount not exceeding the *Contents and Personal Effects* sum insured, as shown in the *Schedule*.
- (b) No one item taken on its own being insured at a value of more than £300.

Sections 1 & 2 – What is not covered

What is not covered

- (a) When unattended, *Your Caravan, Equipment* or *Contents and Personal Effects* unless *Your Caravan* is at an *Approved Location* and is fitted with a hitch lock plus at least one of the following proprietary security devices:
 - Alarm
 - Wheel clamp
 - Hitch post as approved by Underwriters

Notwithstanding the above, if **Your Caravan** is stored in a site, which is in a securely locked compound with a clearly defined perimeter that identifies it as a private area and restricts unauthorized access and exit as far as possible and which benefits from infra-red alarm protection, CCTV surveillance, security lighting, daily supervision and inspection, then the requirement for a hitch lock and other security devices will not apply.

(b) Your Excess.

Notwithstanding the above, if **Your Caravan** is stolen whilst in storage on a **CaSSOA** Gold site **You** will not have to pay any **Excess** shown in the **Schedule**.

- (c) Depreciation, deterioration, manufacturing defects, general wear and tear, damage by pets, moth, vermin, insects and/or infestation, rot, frost, water leakage or any gradually operating process such as rust or damp.
- (d) Mechanical, electronic or electrical breakdown, failure or damage.
- (e) Damage to tyres, unless caused by an accident to the Caravan or by vandalism.
- (f) Loss of or damage to any of the following: *Money, Valuables*, documents, contact lenses, spectacles, perishable goods, alcohol, motor driven vehicles of any kind or their accessories, mobile telephones, personal computers, golf and fishing *Equipment*, cycles or any type of water borne craft.
- (g) Theft from the *Caravan* unless forcible and violent means are used to gain entry.

- (h) Where a claim for damage results in the *Caravan* needing new parts, *Equipment* or accessories and these are found to be obsolete or unobtainable any costs in excess of to the last known list price of the part, *Equipment* or accessory together with the appropriate fitting charge.
- (i) Any claim which arises from deception, or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument.
- (j) Any claim arising out of the cessation of business, liquidation, insolvency, or bankruptcy of a Caravan dealer or agent.
- (k) Theft or accidental loss from tents, awnings or toilet tents.
- (I) Loss or damage to trailer tents, awnings, toilet tents where these are left erected and unattended for more than 4 days in succession.
- (m) Any *Caravan* being used for residential purposes.
- (n) The cost of replacing or repairing any undamaged parts of *Your Caravan, Equipment* and/or *Contents and Personal Effects* which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- (o) Loss or damage by any person lawfully in Your Caravan.
- (p) Theft or attempted theft from trailer tents is excluded.

Please note that the General Exclusions are in addition to these.

Section 3 - Liability to the public

What is covered

The legal liability of You and Your Family or Your legal representative for causing:

- (a) Accidental death, bodily injury or illness to a Third Party, or
- (b) An Incident to a Third Party's property;

happening during the *Period of Insurance* and arising from the ownership or *Use* of *Your Caravan*.

We will pay:

- (a) Damages or compensation to a *Third Party* for the injury or damage caused.
- (b) A *Third Party's* legal costs incurred in claiming compensation from *You* as agreed by *Us* or awarded by a court or tribunal.
- (c) Your legal costs for defending the claim as agreed by Us or awarded by a court or tribunal if incurred with Our prior written consent.
- (d) You may request that cover under this Section be extended to any named person using Your Caravan with Your permission. If the Underwriters agree in writing to this request, cover will be extended and the named person must observe, fulfil and be subject to the terms of this Section.

The *Maximum Amount We* will pay for any one claim is £2,000,000, including legal costs.

What is not covered

We will not pay for:

- (a) Liability arising whilst the *Caravan* is being towed or becoming detached at speed.
- (b) Liability arising from the *Caravan* being used for any trade or business purpose.
- (c) Damage to property owned by or in the custody of **You** or **Your Family**, an employee of **You** or **Your Family**, or any person to whom **Your Caravan** is lent.
- (d) Your Excess as shown in the Schedule.
- (e) Liability arising from a contract unless *You* would have been legally liable anyway.

(f) Liability arising through the transmission of any infectious disease or virus.

Please also see the General Exclusions.

Section 4 - European cover

Please refer to Your Schedule if this section applies to You.

What is covered

- (a) Under all sections 1, 2 and 3 of this *Certificate* up to the *Maximum Value* stated in the *Schedule* whilst *You* are travelling temporarily with *Your Caravan* within *Europe* including the journey by recognised routes to and from the *United Kingdom* during the *Period of Insurance*.
- (b) Costs of any Customers duty **You** have to pay due to the loss or damage to **Your Caravan** whilst it is temporarily based in **Europe**.

What is not covered

- (a) The cost of repatriating Your Caravan from a country outside the United Kingdom.
- (b) Loss or damage which occurs when Your Caravan has been outside of the United Kingdom for any period greater than the period stated on Your Schedule within the Period of Insurance and for which You have paid Us the appropriate additional Premium.

No claim discount

If no claim or *Incident* resulting in a claim has arisen under *Your Certificate* during the previous *Period of Insurance, Your* renewal *Premium* will be adjusted in accordance with *Our* current no claim discount scale applicable at *Your* renewal date.

If one or more claims have been made or have arisen under **Your Certificate** in any one **Period of Insurance**, **Your** no claim discount will be reduced to nil at **Your** next renewal.

You may not transfer Your no claim discount to anyone else without Our prior approval.

Depending on the circumstances of *Your* claims, *We* may increase *Your Premium* and/or apply additional terms to *Your Certificate*.

Protected no claim discount

Please refer to Your Schedule if this applies to You.

If **You** have five years or more no claim discount **We** can protect **Your** no claim discount if **You** request it and subject to **You** paying **Us** the appropriate additional **Premium**. This means **You** will not lose **Your** no claim discount if **You** make, or have made against **You**, a single claim in any three year period.

If a single claim is recorded against **Your Certificate** in any three year period **You** will not lose **Your** no claim discount. Any further claims against **Your Certificate** in the three year period will result in **Your** no claim discount being reduced to nil at **Your** next renewal.

Your no claim discount protection may be reinstated at the point that **You** are again eligible at **Your** request and subject to **You** paying **Us** the appropriate additional **Premium**.

Index linking

If **You** have chosen **New for Old** as **Your Basis of Cover** then **Your Caravan** sum insured under Section 1 of this **Certificate** will be adjusted monthly in line with the Government's Consumer Prices Index (CPI) or another appropriate index.

No charge will be made for these monthly adjustments during each year but the renewal *Premium* will be calculated on the adjusted sum insured. Index linking will continue from the date of loss or damage to the settlement of the resulting claim provided *You* have not unreasonably delayed notification or settlement of the claim.

General exclusions applicable to all sections of this Certificate

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the section to which they apply.

Notwithstanding any other provision herein, this insurance does not cover;

- 1. Any loss or damage arising
- whilst the Caravan is being used for trade or business purposes;
- during speed testing, racing or pacemaking.
- 2. Loss of use.
- 3. Claims if they are covered by any other insurance.

4. Any loss or damage not directly associated with the *Incident* that caused *You* to claim, unless expressly stated in this *Certificate*.

5. Anyone that is not a resident of the *United Kingdom* and has not been living permanently in the *United Kingdom* six months prior to the purchase of this policy.

6. Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or

(c) any action taken to minimise or prevent the impact of (a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

7. Any loss or damage which occurred prior to the commencement of this insurance.

This policy does not provide cover for claims, contributed to or caused by;

8. You engaging in any illegal or criminal act.

9. *You* being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.

10. Suicide, attempted suicide or deliberate injury to *You* or putting yourself in unnecessary danger (unless trying to save human life).

11. Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

12. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.

13. Riot, civil commotion or strikes.

Any direct or indirect consequence of:

14. Terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

15. War, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

16. Radiation

Irradiation or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Conditions applicable to all sections of this *Certificate*

1. Observance of terms

You must observe the terms, exceptions and conditions of this Certificate.

2. Duty of Care

You must take care to prevent any accidental damage, malicious damage or theft and keep **Your Caravan** and/or accessories in accordance with the security requirements and maintain them in a good state of repair and condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

All non mechanical Valuables should be locked in Your Caravan whilst unattended.

3. Fraud

If You or anyone acting for You makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- sending *Us* or anyone acting on *Our* behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage You caused deliberately or
- acting dishonestly or exaggerating a claim

We;

a) are not liable to pay the claim: and

b) may recover from You any sums paid by Us to You in respect of the claim; and

c) may by notice to *You* treat the contract as having been terminated with effect from the time of the fraudulent act.

If *We* exercise *Our* right under (c) above, *We* shall 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.

We will not return any of the premiums paid.

This information may also be shared with the police and other insurers for fraud prevention purposes.

4. Total loss

In the event of **Your Caravan** being stolen and not recovered or becoming a total loss all cover under this **Certificate** will cease from the date of the appropriate claim

settlement. Any salvage becomes the property of the Underwriters.

No refund of **Premium** for any remaining **Period of Insurance** will be payable and the continuation of cover on areplacement **Caravan** shall be at the **Underwriters**' discretion.

Any outstanding *Premium* will be deducted from *Your* claim settlement.

5. Cancellation

You have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **We** will provide a full refund of any **Premium** paid, unless **You** have made a claim or there has been an **Incident** likely to result in a claim.

If **You** wish to cancel the policy after 14 days, **We** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an **Incident** likely to result in a claim.

Where a claim has occurred or there has been an *Incident* likely to result in a claim no refund of *Premium* will be provided. If *You* pay for *Your* policy by monthly instalments *You* must pay the remainder of *Your* monthly instalments or pay the remainder of the annual *Premium* in full.

We may at any time cancel any insurance policy by giving 14 days notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

a) non-payment of Premium

b) threatening and abusive behaviour

c) failure to provide documents

d) non-compliance with policy terms and conditions

e) a change in Your circumstances means that We can no longer provide cover

f) where *We* identify *Your* involvement in, or association with, insurance fraud or financial crime

g) where **You** have misrepresented or provided false information to the questions asked **You** when purchased, renewed or amended **Your** policy.

If *We* cancel *Your* policy, *We* will provide a refund of *Your* premiums less a charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 9.

6. Protection maintenance

All security devices provided for the protection of **Your Caravan** shall be maintained in good working order at all times and shall be brought into use at all times when **Your Caravan** is left unattended.

No such protection shall be withdrawn or varied without the prior written consent of the Underwriters.

7. Information You have provided

You must take reasonable care to:

- supply accurate and complete answers to all the questions **Your** administrator may ask as part of **Your** application for cover under the policy

- to make sure that all information supplied as part of Your application for cover is true and correct

- tell Your administrator of any changes to the answers You have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **Your** administrator ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

If **You** become aware that information **You** have given **Your** administrator is inaccurate or has changed, **You** must inform them as soon as possible.

8. Claims and Underwriting Exchange Register

We may use *Your* personal information to prevent crime. In order to prevent crime *We* may: share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. *We* may pass *Your* personal information to the operators of these registers, including but not limited to information relating to *Your* insurance policy and any *Incident* (such as an accident, theft or loss) to the operators of these registers.

9. Subrogation

If a third party is believed to be responsible for any claim, *We* may take over, defend or settle the claim, or take up any claim in *Your* name for *Our* own benefit. This is known as exercising *Our* right of subrogation. *You* must give **us** all the help and information *We* reasonably require for the purpose of exercising this right. *You* will take no action or make any agreements that may weaken or remove *Our* rights under this clause without *Our* prior written permission. *We* will pay any costs or expenses involved in exercising our right of subrogation.

10. Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability *We* will not pay more than *Our* rateable share.

Changes which may affect Your cover

You must inform Thistle Insurance Services Limited of:

- (a) a change of *Caravan* (*We* allow *You* up to 14 days to notify *Us* of a change of *Caravan*)
- (b) a change of address
- (c) any convictions or prosecutions suffered by You and Your Family, other than motoring offences
- (d) any increase in the values of any insured items listed in the *Schedule* not taking into account any seasonal changes, or minor fluctuations. Please note that if *You* notify *Thistle Insurance Services Limited* of an increase *We* reserve the right to increase the *Premium*.

Underwriters' rights

The *Underwriters* may, at their discretion, take over the defence and settlement of any claim, and at any time, in *Your* name or that of any other person entitled to coverage, seek recoveries and indemnities from other parties.

You must give to the **Underwriters** such information, assistance and copies of documents as the **Underwriters** may require as soon as reasonably possible.

This Certificate is issued by, on behalf of and with the authority of the Underwriters.

Claims

Claims Procedure

- (a) You must report to Thistle Insurance Services Limited any loss, damage, Incident or claim or any occurrence likely to give rise to a claim and of the institution of any proceedings being brought against You, as soon as reasonably possible but, in no event later than 30 days after You became aware of the Incident.
- (b) **You** must fill in the claim form and send it to **Thistle Insurance Services Limited** together with any supporting documentation.
- (c) You must, in the event of theft or other malicious Incident give immediate notice of loss to the Police.
- (d) **You** must send copies of every letter writ or document to **Thistle Insurance Services Limited** immediately upon receipt.
- (e) You or any person claiming coverage must give all information and assistance to Thistle Insurance Services Limited and, unless Your claim is a Small Claim, not negotiate, pay, settle, admit or repudiate any claim without Thistle Insurance Services Limited's written consent.
- (f) No property may be abandoned to *Thistle Insurance Services Limited* or the *Underwriters*.

Small Claims

In the event of damage to **Your Caravan** resulting in a possible claim, where the total cost of repairs is not likely to exceed £500, **You** may proceed with the repairs without reference to **Thistle Insurance Services Limited** but **You** must submit the receipted invoice and complete a claim form and either submit this to us by post at the address stated below.

Claims Department Thistle Insurance Services Limited Southgate House Southgate Street Gloucester GL1 1UB Tel: 0345 071 1000

UK General Insurance Ltd is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of the insurer.

What to do if You have a complaint

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY & CARAVAN & CONTENTS CLAIMS Please contact *Your* administrator who arranged the Insurance on *Your* behalf at: email: tourerselect@thistleinsurance.co.uk call: 0345 071 1000 or write to: Tourer Select Thistle Insurance Services Limited Southgate House Southgate Street Gloucester GL1 1UB LIABILITY CLAIMS

Langleys Solicitors LLP Queens House Micklegate York YO1 6WG Tel: 01904 686790 Email: ukg@langleysclaimsservices.com

In all correspondence please state that *Your* insurance is provided by UK General Insurance Limited and quote scheme reference **06754**.

Financial Ombudsman Service

If *We* have not completed our investigations into *Your* complaint within 8 weeks of receiving *Your* complaint or if *You* are not happy with *Our* Final Response, *You* may ask the Financial Ombudsman Service (FOS) to look at *Your* complaint. If *You* decide to contact them, *You* should do so within 6 months of receiving *Our* Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to <u>www.financial-ombudsman.org.uk</u>

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567 Get in touch on line: https://www.financial-ombudsman.org.uk/contact-us/complain-online

Following **Our** complaints procedure does not affect **Your** legal rights as a consumer. For further information **You** can contact the Citizens Advice Bureau or Trading Standards.

Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit <u>www.fscs.org.uk</u>

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.watfordre.com/privacy-policy/

We are UK General Insurance Limited, *Our* data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what *We* do with the information that *We* collect about *You* and *We* process *Your* personal data in accordance with the relevant data protection legislation.

Why do We process Your data?

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance policy and meet **Our** contractual requirements under the policy. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

What information do We collect about You?

Where **You** have purchased an insurance policy through one of **Our** agents, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance policy and fulfil **Our** contract of insurance.

For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health. **We** collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance policy with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of *Your* personal data as it is in the substantial public interest and it is necessary: i) for administering *Your* insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **Our** full Privacy Notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, **You** can write to **Us** at: Data Protection, UK General Insurance Limited, Brookfield Court, Selby Road, Leeds, LS25 1NB.

Contact Tourer Select

For Sales and Administration call: 0345 071 1000

For Claims please call: 0345 071 1000

Email: tourerselect@thistleinsurance.co.uk

Our address:

Tourer Select Thistle Insurance Services Limited Southgate House Southgate Street Gloucester GL1 1UB

This document can be made available in other formats on request.

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