

Tourerselect

Insuring the UK's touring caravans



POLICY DOCUMENT

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Tourer Select

Policy of Insurance

Introduction

This policy is a contract of insurance between **You** and **Us**, and is made up of this policy 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 policy 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 Great Lakes Insurance UK Limited.

Authorisation and Regulation

Great Lakes Insurance UK Limited

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Thistle Insurance Services Limited (acting in an underwriting capacity on behalf of Great Lakes Insurance UK Limited under Agreement No. REUKG2100581)

Registered in the United Kingdom. Firm Reference No. 310419.

Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

Thistle Insurance Services Limited is part of PIB Group.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance UK Limited is covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event they cannot meet its obligations. Further information about the compensation scheme arrangements is available from www.fscs.org.uk

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

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 Policy of Insurance

You need to be aware that all insurance policies 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 General Conditions.

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

General Definitions

Administrator

Thistle Insurance Services Limited

Agreed Value

The amount shown in the **Schedule** which represents the price **You** paid an **Approved Caravan Dealer** for **Your Caravan**.

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 locations:

- (a) Parked on **Your** property or at the property 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.

Basis of Cover

The cover applicable to **Your** policy 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.

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 similar and/or associated items.

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 Vatican City), 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.

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 **Us**.

Period of Insurance

The period shown on **Your Schedule**, during which cover applies.

Premium

The payment **You** make, shown on **Your Schedule**.

Relative

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

Schedule

The attachment to this policy which personalises cover to **You**; it shows **Your** name, address, **Premium**, make of **Caravan**, the sum insured, the sections of the cover in the policy **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**.

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

Great Lakes Insurance UK

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 policy.

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, the Underinsurance Condition of this section will apply.

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, the Underinsurance Condition of this section will apply.

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, the Underinsurance Condition of this section will apply.

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 – Conditions

1. Underinsurance

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.

This means, if **Your Caravan** has a sum insured of £7,500 and at the time of a loss the real replacement value is £10,000, then the amount of underinsurance is 25% and **Your** claim will be reduced by 25% also.

For example, if **You** suffer damage of £2,500 and there is a £100 policy **Excess**. This means **Your** claim would be paid as follows:

- Claim = £2,500
- less £100 excess = £2,400
- less 25% underinsurance = £1,800

We will only pay £1,800

2. 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.

3. Total Loss

In the event of **Your Caravan** being stolen and not recovered or becoming a total loss all cover under this policy will cease from the date of the appropriate claim settlement. Any salvage becomes **Our** property.

No refund of **Premium** for any remaining **Period of Insurance** will be payable and the continuation of cover on a replacement **Caravan** shall be at **Our** discretion.

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

Sections 1 & 2 – What is not covered

What is not covered

- (a) Theft of **Your Caravan, Equipment** or **Contents and Personal Effects** when unattended 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

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.
- (l) 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 **We** 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 from the **Caravan** being used for any trade or business purpose.
- (b) 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.
- (c) **Your Excess** as shown in the **Schedule**.
- (d) Liability arising from a contract unless **You** would have been legally liable anyway.
- (e) Liability arising from the ownership, possession or use of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation and/or where **You** have cover under a motor insurance policy.

Please also see the General Exclusions.

Section 4 - European cover

What is covered

- (a) Under all sections 1, 2 and 3 of this policy up to the **Maximum Value** stated in the **Schedule** whilst **You** are travelling with **Your Caravan** for a maximum of 240 days within **Europe** including the journey by recognised routes to and from the **United Kingdom** during the **Period of Insurance**.
- (b) Costs of any Customs 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** policy 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** policy 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** policy.

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** policy in any three year period **You** will not lose **Your** no claim discount. Any further claims against **Your** policy 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 **Your Schedule** shows the **Basis of Cover** to be **New for Old** then **Your Caravan** sum insured under Section 1 of this policy 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 policy

Definitions

The below definitions relate to the exclusions identified in this Section. Please refer to the **General Definitions** for a more exhaustive list of definitions.

Computer System

The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident

The words **Cyber Incident** shall mean:

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage/Damaged

Accidental tangible physical loss, damage or destruction.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media

Any property insured by this policy on which **Data** can be stored but not the **Data** itself.

Pollution

- a) **Pollution** or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to:
 - (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
 - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any

combination of them whether permanent or transitory; and

b) all loss, damage or injury directly or indirectly caused by **Pollution** or contamination as stated in a) above.

Terrorism

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

Exclusions

Asbestos

Save to the extent otherwise provided in this policy, **We** will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

Disease

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause: Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Cyber and Data

- 1) Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
 - ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) Subject to all the terms, conditions, limitations and exclusions of this policy or any endorsement thereto, this policy covers physical loss or physical **Damage** to Property Insured under this policy caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) Subject to all the terms, conditions, limitations and exclusions of this policy or any Endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical **Damage** insured by this policy, then this policy will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this policy excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the policy or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

Micro-Organism

We will not indemnify **You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is

- i) any physical loss or **Damage** to insured property;
- ii) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- iii) any loss of use; occupancy; or functionality; or
- iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.

Pollution (not applicable to Section 3 - Liability to the public)

We will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from Pollution.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of an occurrence of loss or **Damage** covered under Sections 1 and 2.

Radioactivity

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

This exclusion does not apply if such loss or **Damage** arises as a direct result and sole consequence of an occurrence of loss or **Damage** covered under Sections 1 and 2.

Terrorism

We will not indemnify **You** against loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this policy, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.

Other exclusions

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

Claims, contributed to or caused by:

7. **You** engaging in any illegal or criminal act.
8. **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.
9. Suicide, attempted suicide or deliberate injury to **You** or putting yourself in unnecessary danger (unless trying to save human life).
10. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
11. Riot, civil commotion or strikes.

General Conditions applicable to all sections of this policy

1. Observance of terms

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

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. 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 General Conditions – Fraud.

5. 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.

6. 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.

7. 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.

8. 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**.

Our rights

We may, at **Our** 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 **Us** such information, assistance and copies of documents as the **We** may require as soon as reasonably possible.

This policy is issued by, on behalf of and with **Our** authority.

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 **Us**.

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 send it 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**

What to do if **You** have a complaint

We always aim to get things right first time and **We** are committed to ensuring that **We** achieve the highest level of service for **Our** customers. If **You** feel this hasn't happened, **We** would like to hear about it so that **We** have an opportunity to put things right for **You** and to improve **Our** service in the future. **Your** complaint will be reviewed promptly and fairly by an independent party to the complaint itself.

Where to start

If **You** wish to raise a complaint **You** can contact **Us** by telephone, email or in writing using the details shown below, depending on the type of complaint.

To help **Us** investigate and resolve **Your** complaint, please provide the following:

- **Your** policy number
- Details of **Your** complaint
- **Your** contact details and **Your** preferred method of contact – these will help **Us** should **We** need to discuss **Your** complaint or require further information

1. For complaints regarding the sale or service of Your Policy

Please contact:

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

Email: tourerselect@thistleinsurance.co.uk

Telephone: **0345 071 1000**

What happens next?

We will promptly acknowledge **Your** complaint and **We** will try to resolve **Your** complaint immediately. If this is not possible, **We** will write to **You** within 5 days informing **You** whether further investigation is necessary.

In the event that **Your** complaint has not been resolved within 4 weeks of its receipt, **We** will contact **You** again and provide an update; the reasons why and the further action **We** will take.

If following **Our** investigation and response to **You**, **You** are not satisfied with the outcome or **We** do not complete **Our** investigation within 8 weeks, **You** can refer **Your** complaint to the Financial Ombudsman Services (FOS).

If **You** receive a final response letter from **Us** and **You** are dissatisfied with the outcome and **You** want to contact the Financial Ombudsman Services (FOS) **You** must do so within 6 months of the date of **Our** final response letter. Their contact details are shown below.

2. For complaints regarding a claim:

Please contact:

**Claims Department
Thistle Insurance Services Limited
Southgate House
Southgate Street
Gloucester
GL1 1UB**

Email: tourerselect@thistleinsurance.co.uk

Telephone: **0345 071 1000**

What happens next?

If **Your** complaint cannot be resolved satisfactorily by close of business on the third working day following receipt, **Your** complaint will be referred to the Complaints Manager for Ergo UK Specialty Ltd, who will send **You** an acknowledgement letter.

If **You** don't receive an acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Manager yourself by using any of the contact details below:

**Complaints Manager
Ergo UK Specialty Ltd
10 Fenchurch Avenue,
London, EC3M 5BN**
Email: complaints@ergo-commercial.co.uk

The Complaints Manager will investigate **Your** complaint and will provide **You** with a written response within 8 weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If **We** have not resolved **Your** complaint at the end of 8 weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have 6 months from the date of the final response to make this referral.

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

Financial Ombudsman Service (FOS)

**Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR**

Telephone: **0800 023 4567** or **0300 123 9123**

www.financial-ombudsman.org.uk

Please quote **Your** policy number (as shown in your policy schedule) in all correspondence.

Privacy Notice

Information **We** process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **We** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **Your** health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **You** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How **We** use **Your** information

Your personal and/or sensitive personal information may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who **We** share **Your** information with

We may pass **Your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within JRP Insurance Management Ltd and Great Lakes/ Ergo/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

We will not disclose **Your** personal and/or sensitive personal information to anyone outside the JRP Insurance Management Ltd and Great Lakes/Ergo/Munich Re Group of companies except:

- where **We** have **Your** permission;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

Why is it necessary to share information?

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens, **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

Access to *Your* information

You have a right to know what personal and/or sensitive personal information **We** hold about **You**. If **You** would like to know what information **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If **We** do hold information about **You We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Head of Compliance.

Providing consent to process *Your* information

By providing **Us** with **Your** personal and/or sensitive personal information, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal information and/or sensitive personal information of other people, please ensure that **You** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **You** do not consent to the processing of **Your** information or **You** withdraw consent, **We** may be unable to provide **You** with insurance services.

Changes to this Notice

We keep **Our** privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting *Us*

If **You** have any questions relating to the processing of **Your** information, contact:

**Head of Compliance,
ERGO UK Specialty Ltd, on behalf of
Great Lakes Insurance UK Ltd,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN**

Telephone: **020 3003 7444**

E-mail: **complaints@ergo-commercial.co.uk**

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.

Tourer Select is a trading style of Thistle Insurance Services Limited. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310419. Registered in England No. 00338645. Registered office: Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Limited is part of the PIB Group.