



## POLICY DOCUMENT



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## 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**. **We** have designed the Tourer Select policy to provide cover for owners of **Caravans** in the **United Kingdom** and for touring in **Europe**. Tourer Select and Guardcover are trading names of Thistle Insurance Services Limited.

In return for the payment of the **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. Please take time to read **Your** policy documents in full to make sure **You** understand the cover provided.

**Your** policy is arranged by Thistle Insurance Services Limited (part of the PIB Group) for ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited.

## 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 the General Definitions section of the policy wording and these are listed in alphabetical order. They have the same meaning whenever they appear and will always be shown in **Bold** 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.

**Your** policy is based on the information **You** have given the **Administrator**. **You** should:

1. read it carefully to ensure:
  - a. **You** understand all details of the cover, and
  - b. it meets **Your** needs;
2. check all details in **Your Schedule** are correct;
3. tell the **Administrator** as soon as possible if **You** think any of the above is not the case; and
4. keep **Your** policy safe.

The **Administrator** will endeavour to give any help or information **You** need with this insurance.

The **Administrator** may monitor or record phone calls for training and to protect **You** and **Us**.



## Information You have provided to us – Your responsibility

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given the **Administrator**.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- a) Supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the policy,
- b) To make sure that all information supplied as part of **Your** application for cover is true and correct, and
- c) Tell **Us** of any changes to the answers **You** have given as soon as possible.

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

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

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless, **We** are entitled to:

- a) void the contract, refuse all claims, and
- b) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **We** are entitled, if cover would not have been offered, to:

- a) void the contract, refuse all claims, and
- b) return the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is deemed to be careless **We** are entitled, if cover would have been offered but on different terms, to:

- a) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to **Premium**), and
- b) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the **Premium** would have been the same or different), but would have charged a higher **Premium**.

“reduce proportionately” means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the policy (or, if applicable, under the different terms provided for by virtue of paragraph i), where:

$$X = \frac{\text{Premium actually charged}}{\text{Higher Premium}} \times 100$$

## How to make a change to the policy

If **You** become aware that information **You** have given the **Administrator** is inaccurate, **You** must inform the **Administrator** as soon as reasonably practicable. If **You** need to change the information **You** have given the **Administrator** because a mistake has been made or if that information changes at any time, please contact the **Administrator** as soon as reasonably practicable on becoming aware of that mistake or change.

When **You** make a change to the policy or tell the **Administrator** about a change to the information **You** have given the **Administrator**, **We** or the **Administrator** will write to **You** if **We**:



- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

**You** must tell the **Administrator** as soon as possible about any changes to the information **You** provided when **You** purchased or renewed this policy, for example:

- Change of **Caravan** (**We** allow **You** up to 14 days to notify **Us** of a change of **Caravan**)
- Change of address
- Change of security

This is not an exhaustive list and any changes **You** tell the **Administrator** about may affect **Your** cover or result in a change to **Your Premium**. If **You** are unsure whether a change may affect **Your** cover, please contact the **Administrator**.

## Contact the Administrator

If **You** would like to discuss any aspect of **Your** policy with the **Administrator**, including if **You** want to cancel **Your** policy, please call the **Administrator** on 0345 071 1000 or contact the **Administrator** by email at [tourerselect@thistleinsurance.co.uk](mailto:tourerselect@thistleinsurance.co.uk) or in writing to Thistle Insurance Services Limited, Southgate House, Southgate Street, Gloucester, GL1 1UB referencing **Your** policy number.

## How to make a claim

If **You** need to make a claim please call 0345 071 1000. Claims can also be reported via **Your** online portal 24/7, or **You** can contact the team at: [claims@guardcover.co.uk](mailto:claims@guardcover.co.uk)

Important if **You** are paying monthly: If **You** pay **Your Premium** by monthly instalments and a claim is made or is pending, **You** must continue to pay the instalments until the **Premium** is paid in full.

## Claims Conditions

- You** must report to the **Administrator** any loss, damage, **Incident** or claim or any occurrence likely to give rise to a claim as soon as reasonably possible but, in no event later than 30 days after **You** became aware of the **Incident**.
- You** shall give such information and assistance as **We** may reasonably require, substantiating any claim and where requested, providing proof of **Your** identity prior to settlement of any claim.
- You** must fill in the claim form and send it to the **Administrator** together with any supporting documentation. Supporting information may include, but is not limited to, damage assessments, local authority / medical or police reports, evidence of ownership and proofs.
- You** must, in the event of theft or other malicious **Incident** give immediate notice of loss to the Police and obtain a Crime Reference Number.
- You** must send the **Administrator** details of any **Third Party** claim, writ or summons (including Court proceedings) as soon as **You** receive it and in no event later than 14 days after receipt.
- You** or any person claiming coverage must give all information and assistance to the **Administrator** and, unless **Your** claim is a **Small Claim**, not negotiate, pay, settle, admit or repudiate any claim without the **Administrator's** written consent.

## 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.

**We** may, at **Our** option, take charge of any property subject to a claim, however no property may be abandoned to the **Administrator** or to **Us**.



## Small Claim

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 the **Administrator** but **You** must submit the receipted invoice and complete a claim form and send it to the **Administrator** by post at the address stated below or via email to [claims@guardcover.co.uk](mailto:claims@guardcover.co.uk). 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.

## For complaints regarding the sale or service of Your policy

Please contact:

**TourerSelect**  
**Thistle Insurance Services Limited**  
**Southgate House**  
**Southgate Street**  
**Gloucester**  
**GL1 1UB**  
Email: [tourerselect@thistleinsurance.co.uk](mailto: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.

## 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](mailto: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](mailto: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](http://www.financial-ombudsman.org.uk)

Please quote **Your** policy number (as shown in **Your** Insurance **Schedule**) in all correspondence.



## Authorisation & Regulation

The Insurer for all sections of your policy is Great Lakes Insurance UK Limited.

### Great Lakes Insurance UK Limited

Great Lakes Insurance UK Limited is a company incorporated in England and Wales with company number 13436330 and registered office address is 10 Fenchurch Avenue, London, **United Kingdom**, EC3M 5BN. Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 955859. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/>.

### ERGO UK Specialty Limited

ERGO UK Specialty Limited is a company incorporated in England and Wales with company number 04516776 and registered office address is 10 Fenchurch Avenue, London, **United Kingdom**, EC3M 5BN. ERGO UK Specialty Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 435184. **You** can check this on the Financial Services Register by visiting <https://register.fca.org.uk/s/>.

**Thistle Insurance Services Limited (acting as underwriting agents for ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited and for ARAG Plc on behalf of HDI Global Specialty SE)**

Thistle Insurance Services Limited is registered in England with company number 00338645 and registered office address is Rossington's Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW. Thistle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Firm registration number 310419. Thistle Insurance Services Limited is part of the 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 **Great Lakes Insurance UK Limited** cannot meet its obligations. Further information about the compensation scheme arrangements can be obtained from the FSCS at:

Address - PO Box 300, Mitcheldean, GL17 1DY

Telephone - 0800 678 1100, or

Website - [www.fscs.org.uk/contact-us](http://www.fscs.org.uk/contact-us)

## 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 of 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 the **Schedule**.

## Law applicable to the contract

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated in **Your Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.





## Your Cancellation Rights

**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 and the cancellation fee of £10. If a claim has been made or there has been an **Incident** likely to result in a claim no refund of **Premium** will be provided.

## How You can cancel the policy

If **You** wish to cancel the policy at any time, please contact the **Administrator** using the contact details listed in the "Contact the **Administrator**" section above.

**Important:** If **You** pay for **Your Schedule** by monthly instalments and a claim has been made or there has been an **Incident** likely to result in a claim, **You** must pay the remainder of **Your** monthly instalments or pay the remainder of the annual **Premium** in full, even if **You** wish to cancel the policy.

## Your Representatives

**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 Premium** less a charge for the cover already provided, unless the reason for cancellation relates to General Conditions – Fraud or if a claim has been made or there has been an **Incident** likely to result in a claim.

## Your Representatives

**We** recognise that **You** may wish a representative to handle matters on **Your** behalf. However, **We** may choose to treat any representatives and their actions and omissions as though they were **You**.

## Others Covered Under Your Policy

All cover **We** provide to others under **Your** policy is subject to the same terms, exclusions and conditions that apply to **You**, as much as possible.



## Privacy Notice(s)

The privacy and security of **Your** personal information is very important to **Us**. Please see **Our** Privacy Notice(s) at the end of this policy.

Thank **You** for choosing Tourer Select.

**We** hope **You** are pleased with **Your** cover and the service that **We** provide.

**The Guardcover Team**

**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**

If 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**.

## 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, accidental damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

## 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 **Basis of Cover**, the sections of the cover in the policy **You** have selected and the **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.

### 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, Northern Ireland and for the purposes of this policy only shall include the Isle of Man.

### Valuables

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

### We/Us/Our

- i) Great Lakes Insurance UK Limited; and
- ii) ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited.

### You/Your

The person named on **Your Schedule** who lives in the **United Kingdom** on a permanent basis as a domiciled **United Kingdom** resident and has been living permanently in the **United Kingdom** six months prior to the purchase of this policy.



### The Cover

**We** will indemnify **You** as stated in the **Schedule** against accidental 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 accidental 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 in the event of an **Incident**:

- (a) the cost of removing **Your Caravan** to the nearest garage, repairer or place of safekeeping.
- (b) 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 if the **Incident** occurred in the **United Kingdom** and only to **Your** home address in the **United Kingdom**.

### Basis of Cover

One of the below **Basis of Cover** will apply to **Your** policy. 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

If **Your Caravan** is over 5 years old at the commencement of the **Period of Insurance** **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 a **Indemnity** basis, subject to:

- (a) The amount not exceeding the **Contents and Personal Effects** sum insured, as shown in the **Schedule**.
- (b) The maximum amount **We** will pay for a single item is £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
<b>We</b> 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** or **Seasonally Sited** 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, anything that happens gradually, 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) No more than 50% of 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) 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

Sections 1, 2 and 3 of this Policy are extended up to the **Maximum Value / Maximum Amount** stated in the **Schedule** to provide cover whilst **You** are travelling with **Your Caravan** for a maximum of 240 days within **Europe**. This includes the journey by recognised routes to and from the **United Kingdom** and the 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 240 days within the **Period of Insurance**.



### GENERAL EXCLUSIONS (applicable to all sections unless otherwise stated)

**We** will not indemnify **You** or **Your Family** against any loss, damage, bodily injury, legal liability or expense directly or indirectly arising out of, caused or contributed by, related to or linked to any of the following:

#### Asbestos

The manufacturing, mining, processing, distribution, testing, remediation, removal, storage, sale, use or exposure to asbestos materials or materials containing asbestos.

#### Contractual Liability

Any liability that only exists because of a contract or agreement.

#### Disease

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

Any malicious or non-malicious electronic data activity (including computer system failure, computer hacking or misuse and/or a cyber **Incident**), including but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or **Incident**.

#### Intentional Actions

- a. **You** or **Your Family** engaging in any illegal or criminal act.
- b. **You** or **Your Family** 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.
- c. Suicide, attempted suicide or deliberate injury to **You** or **Your Family** or putting **Yourself** in unnecessary danger (unless trying to save human life).
- d. A deliberate or malicious act, or failure to act (omission),

#### Jurisdictions – USA and Canada

Any payment for any claims, settlement and/or compensatory damages, including any related injunction or restraining order costs and claimant costs recoverable from **You** or anyone else otherwise insured under this policy and/or defence costs in connection with any claim(s) made against **You** or anyone else otherwise insured under this policy alleging, arising out of, based upon, or attributable to legal action or litigation which is brought in a court of law constituted in the United States of America or Canada.

#### Loss of use

Any loss or damage arising from loss of use.

#### Micro-Organism

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.



### Pollution

**Pollution** unless any loss or damage arises as a direct result of an **Incident**.

### Pressure Waves

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

### Prior Loss/Damage

Notwithstanding any other provision in this policy, any loss or damage which occurred prior to the **Period of Insurance**.

### Punitive Damages, Penalties and Fines

Any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

### Radioactivity

Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry or equipment.

### Riot, Civil Commotion or Strikes

Any act of or participation with riots, civil commotion or strikes.

### Terrorism

Any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), whether acting alone or on behalf of or in connection with any organisation(s).

### Uses other than holidays

Any loss or damage:

- whilst the **Caravan** is being used for trade or business purposes;
- during speed testing, racing or pacemaking; or
- not directly associated with the **Incident** that caused **You** to claim, unless expressly stated in this policy.

### War

Any act of war, invasion, civil war, rebellion, revolution or a similar event.





## GENERAL CONDITIONS (applicable to all sections of this policy)

### 1. 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.

### 2. 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,

then **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.

### 3. Amendments

Mid-term amendments to **Your** policy may be subject to an additional cost of cover (e.g. additional **Premium**). Details of any other administration fees will be set out in **Your** Terms of Business Agreement.

### 4. 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.

**We** will issue a renewal quotation at least 21 days before **Your** current policy end date. This will detail **Your** current chosen covers, insured items, any policy changes, and the renewal **Premium**. If **You** need to amend **Your** cover, insured items, or personal details, please contact the **Us** so **We** can update **Your** renewal quotation.

Payment options and details explaining what **You** need to do to renew **Your** policy will be shown in **Your** renewal quotation. **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.

### 5. No claim discount

If no claim or **Incident** resulting in a claim has arisen under **Your** policy during the **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.

### 6. 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**.

### 7. 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.

### 8. Contracts (Rights of Third Parties) Act 1999

A person who is not insured under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a **Third Party** which exists or is available apart from that Act.

### 9. Sanctions

**We** shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

### 10. 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.

### 11. 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.



## Thistle Insurance Services Limited

Thistle Insurance Services Limited process certain information in connection with this policy. Information that Thistle Insurance Services Limited process may be defined as personal and/ or sensitive personal information.

For more detailed information, please see Thistle Insurance Services Limited's full privacy notice set out at <https://www.guardcover.co.uk/privacy-notice>.

## Great Lakes Insurance UK Limited and ERGO UK Specialty

### Information We process

**We** process certain information in connection with this policy. Information **We** process may be defined as personal and/ or sensitive personal information.

Personal information is information about a living, identifiable individual e.g., name, address, driving licence or national insurance number. Personal information also includes information about an individual who can be identified through a work function or their title.

In addition, personal information may contain sensitive personal information, such as information about **Your** health and/ or any criminal convictions.

In this privacy notice, we/us/our means Great Lakes Insurance UK Limited and ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited, in so far as this notice relates to their processing of personal data.

**We** are each a controller in relation to **Our** processing of personal and/or sensitive personal information and **We** will each hold and otherwise process such information in compliance with **Our** obligations under UK data privacy laws for the purposes set out in this notice. This notice describes in general terms how **We** each process personal and/or sensitive personal information. For more detailed information, please see the relevant privacy notice (as referred to below) or contact **Us** using the details provided below.

- Great Lakes Insurance UK Limited privacy notice: [https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/\\_jcr\\_content/renditions/original./Great-Lakes-Insurance-UK-Information-Notice.pdf](https://www.munichre.com/content/dam/munichre/contentlounge/website-pieces/documents/Great-Lakes-Insurance-UK-Information-Notice.pdf/_jcr_content/renditions/original./Great-Lakes-Insurance-UK-Information-Notice.pdf)
- ERGO UK Specialty Limited privacy notice: <https://www.ergo-specialty.co.uk/policies/privacy-policy>

**You** should show this notice to any other individual (a data subject) whose personal data **You** share with **Us**. If **You** supply **Us** with personal information and/or sensitive personal information of any other data subject where consent is required to process that personal information and/or sensitive personal information please ensure that **You** have fairly and fully obtained their consent for the processing of their personal information and/or sensitive personal information. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal data is processed by **Us** under this policy.

## 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 Personal information

**Your** personal and/or sensitive personal information **We** receive in connection with this policy 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;
- prevent fraud and detect crime (including fraud.);
- offer renewals;



- develop new products; and/or
- conduct research (and for wider statistical purposes).

For information on the lawful bases **We** rely on to process **Your** personal and/or sensitive personal information for these purposes please see the relevant notices above.

## Who We share Your information with

**We** may pass **Your** personal and/or sensitive personal information **We** receive in connection with this Policy to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers for the purposes above.

**We** may also share personal and/or sensitive personal information **We** receive in connection with this policy with regulatory bodies such as the Financial Conduct Authority (FCA) for the purposes of administering and regulating **Your** insurance.

**We** may also share **Your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the 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.

Except for the disclosures described above and in **Our** full privacy notice (see the section entitled “Information **We** process” for links to those notices), **We** will not disclose **Your** personal and/or sensitive personal information to anyone outside the Great Lakes/ERGO/Munich Re Group of companies except:

- where **We** have **Your** permission to do so;
- where **We** are required or permitted to do so by law;
- to other companies where required in connection with the provision of a service to **Us** or **You**; and/or
- where **We** transfer rights and obligations under the insurance provided under this policy.

## The transferring of personal information outside the United Kingdom

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the **United Kingdom**. If this happens, it will at all times be held securely and handled in accordance with UK data privacy laws and **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard the personal and/or sensitive personal information transferred.

## 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 Data Protection Officer at the address listed within this notice. **We** may need to confirm **Your** identity before **We** can respond to **Your** request.

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** Data Protection Officer.





## Data subject rights

Under UK data privacy laws, data subjects have certain rights in relation to their personal information, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a data portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions.

For more information about **Your** data subject rights please see the relevant privacy notice above or contact **Us** using the details provided below.

## Data Retention

**We** keep **Your** personal and/or sensitive personal information for as long as is reasonably required for the purposes explained in this notice. **We** also keep records – which may include personal and/or sensitive personal information – to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for **Your** personal and/or sensitive personal Information will depend on **Your** relationship with **Us** and the reasons **We** hold **Your** personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.

## Changes to this Notice

**We** keep **Our** privacy notice under regular review. **We** would encourage **You** to check back regularly for updates. The Great Lakes Insurance UK notice was last updated in May 2024. The ERGO UK Specialty Limited notice was last updated in September 2024.

## Contacting Us

If **You** have any questions relating to the processing of **Your** personal information and/or sensitive personal information, contact:

**Data Protection Officer**  
**ERGO UK Specialty Ltd, on behalf of Great Lakes Insurance UK Ltd,**  
**10 Fenchurch Avenue**  
**London**  
**EC3M 5BN**

Telephone: **0121 200 5825**

E-mail: **dataprotectionofficer@ergo-specialty.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](mailto: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 large font on request.**

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