



Cherished UK Static Caravan Insurance Policy

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Welcome to Your Cherished UK Static Caravan Insurance Policy

Your insurers or service providers

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects you by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers.

In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet our obligations. See <https://www.fscs.org.uk/>

The proposal or statement of facts and declaration made and signed by **You** is the basis of and shall form part of this contract.

We will provide insurance within the terms and conditions of this policy for those Sections shown in the **Policy Schedule** against loss, damage, accident or liability occurring during any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted the premium.

The policy, the **Policy Schedule** and any Endorsements are to be read as one document. The insurance applies throughout the **Territorial Limits** except where **We** say otherwise.

Cancellation

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Your Intermediary** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your Intermediary** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your Intermediary**. Provided the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Introducing Your Policy

This is **Your** policy please keep it in a safe place.

Please read the policy, **Policy Schedule** and any endorsements carefully. If **You** have any queries or wish to change **Your** cover, **You** should contact **Your Intermediary** on 01428 600001.

Insured Values

It is up to **You** to make sure the amounts **You** are insured for represent the full value of **Your Caravan, Caravan Contents and Personal Effects**.

If **Your Sum Insured** does not represent the full value payment made following a claim will be adjusted to reflect the percentage of underinsurance. **You** can increase **Your Sums Insured** at any time by contacting **Your Intermediary** on 01428 600001.

Changes in Your Circumstances

It is important that **You** keep **Your Intermediary** advised of any change in **Your** circumstances. **Your** policy has been based on the information **You** have given **Your Intermediary** in the proposal and **You** must advise **Your Intermediary** immediately of changes such as:

- a change of **Caravan**;
- a change in **Your Home** or **Storage Address** **You** have given **Your Intermediary**, which **We** have accepted;
- whether **You** or any member of **Your Family** be declared bankrupt or are convicted of any criminal offence.

How to make a claim

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

When an accident happens, **you** should take any immediate action **you** think is necessary to protect your Static Caravan and contents from further damage.

If you need to make a claim under this policy, please contact us straight away at:

New Claims
Pen Caravans
Pen Claims Handling Department
PO BOX 2801
Hanley, Stoke on Trent
Staffordshire
ST4 9DN

Tel: 0344 856 1868

Email: Newclaims.pencaravans@davies-group.com

(Please note that claims are handled on our behalf by Davies Group Limited)

To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation on policy liability and claim value.

When you call us, we may:

- Ask you to get estimates for repairs or replacement items; or

- Arrange for the damage to be inspected by one of our claims advisors, an independent loss adjuster or other expert – their aim is to help us agree a fair settlement with you; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Telephone calls and recording Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Policy Definitions

The following words or expressions carry the meaning shown below wherever they appear in this policy.

Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

Caravan

Any static caravan/holiday home which is described in the schedule or a subsequent endorsement including its fixtures and fittings and equipment including refrigerators, microwaves, cookers, gas bottles, awnings, steps, balconies, batteries, generators and the like all of which are your sole property.

Contents and Personal Effects

Articles of personal use, clothing, luggage and general household goods while contained within the static caravan/holiday home and belonging to **You** or **Your Family**.

Excess

The first part of any claim which **You** must pay.

Family

Your spouse, partner, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

Insured/You/Your

The person or persons named in the **Policy Schedule**.

Intermediary

e-Insurance Trading Ltd t/a MyInsurance, Heatherlands House, Headley Road, Hindhead, Surrey GU26 6TN

Period of Insurance

The period this insurance is in force as described in the **Policy Schedule** and for which **We** have accepted the premium.

Policy Schedule

Confirmation of cover, showing details of the **Period of Cover**, **Caravan Insured**, limits of indemnity, **Your** details and **Premium**.

Premium

The amount shown in the **Policy Schedule** as the Total Premium.

Risk Address

The risk address shown in the **Policy Schedule**.

Sum Insured

The amount declared by **You** under the **Sum Insured** section of the **Policy Schedule**.

Territorial Limits

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

We/Us/Our

Pen Underwriting on behalf of Aviva Insurance Limited.

Section A – Caravan, Caravan Contents and Personal Effects

What is covered We will pay for loss or damage caused by Accidental Damage, Fire, Theft, Vandalism, Storm or Flood as shown in the Policy Schedule within the Territorial Limits to: (1) the Caravan stated in the Policy Schedule; (2) the Contents and Personal Effects	What is NOT covered We will not pay for: - For the period 1st November to 31st March inclusive when the Caravan is left unoccupied up to 48 hours We will not pay for the first £500 of any one loss or damage caused by escape of water. Where the Caravan is unoccupied for more than 48 hours between 1st November to 31st March inclusive, We will only pay for loss or damage caused by escape of water where the main water system is turned off by means of a stopcock at the first available point of entry of the water supply to the Caravan and all fixed water tanks and pipes are drained. - Loss or damage to money of any kind, credit or charge cards or business books or documents of any kind. - Loss or damage to watches; jewellery; furs; articles of gold, silver or other precious metals; china; glass; porcelain; pictures; works of art; antiques; stamp, medal and coin collections; contact lenses; spectacles; items of sports equipment value £50 or over; video or photographic equipment; computer software; binoculars; telescopes; camcorders; mobile telephones; motor driven vehicles of any kind or their accessories; cycles or waterborne craft of any description. - Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rodent, rot, water leakage or any gradually operating process. - Mechanical or electrical breakdown, failure or damage. - Theft from the Caravan or adjacent locked storage unit unless forcible or violent means are used to gain entry. - Theft or accidental loss from awnings or toilet tents. - Loss or damage in circumstances where a claim for damage results in the Caravan needing new parts or accessories which are found to be obsolete or unobtainable. Our liability will be limited to the last known list price of the part or accessory required, together with the appropriate fitting charge. - Any theft or loss arising from deception, financial loss, or the use of stolen, forged or invalid cheques, drafts, bank notes and the like. - In excess of £1,000 in total in any one insurance year in respect of television sets, video and DVD recorders, computers, digital boxes, games consoles, music centres, radios and personal media players. - In excess of £250 in total in any one insurance year in respect of discs, tapes, compact discs, videos, DVDs and electronic games.
Extensions to Section A This Section also insures You for: 1 Additional Costs Following loss or damage to the Caravan, We will pay the costs of: - Protection and removal to the nearest repairers if necessary - Delivery after repair to the Risk Address - The disconnection and re-connection of services when the Caravan is removed for repair, where the Caravan is connected to services - Site clearance for which You are responsible - Repair to gas, water pipes, drains, sewage, telephone and electricity cables from the Caravan to the mains for which You are responsible up to a limit of £2,500 any one loss. 2 Locked Storage Units (a) When the Risk Address site is open this insurance is extended to include the Caravan equipment and Contents and Personal Effects while contained in an adjacent locked storage unit up to a limit of £250 in respect of any single article and £500 in total. (b) In the event of the said storage unit is damaged beyond economic repair caused by any accidental damage, fire, theft or vandalism, We will pay the cost of replacement of the storage unit up to a limit of £500 any one claim.	Your policy will not pay: (a) Excluding loss or damage caused by flood

3 Loss of Use and Hiring Charges If the Caravan is rendered uninhabitable by loss or damage for which a claim is payable under Section A, We will pay: (a) The necessary cost incurred for alternative accommodation or the hire of a similar Caravan but only if the loss or damage occurs after holiday arrangements have been made or while the Caravan is being used for holiday purposes (b) For the loss of hiring charges for bookings accepted prior to the loss or damage but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid. up to a limit of £50 per day and £1,500 in total. If the entire Risk Address site is forced to close as a result of fire, storm and/or flood at any time when it would normally be open We will pay a proportionate part of the ground rent for that period when the site is closed but would normally have been open up to a limit of £1,500.	
Optional Extensions to Section A	
4 Freezer Contents This section only applies if specified in the Schedule We will pay for, subject to a limit of £250, the contents of frozen food cabinet(s) or domestic refrigerator(s), against deterioration or putrefaction due to a change in temperature following: (a) Breakdown of the refrigeration machinery (b) Failure of the public electricity or gas supply (c) The action of refrigerant fumes escaping from the equipment, or (d) The blowing of domestic fuses. 5 Loss of Keys This section only applies if specified in the Schedule We will pay for the costs of replacing locks to doors and/or windows in the Caravan following loss or theft of the keys to the Caravan up to a limit of £250.	Cover excludes: (a) The deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply (b) Failure of the electricity or gas supply due to any strikes or any other withdrawal of labour by employees or any electricity or gas authority (c) Frozen food cabinets or refrigerators greater than 10 years old
Basis of Claims Settlement - Section A	
Caravan (a) We will pay You the value of the Caravan at the time of its loss or destruction or shall at Our option repair, reinstate or replace the Caravan or any part of it, provided that Our total liability shall not exceed the Sum Insured or the market value whichever is the lesser amount. We will not be liable for that part of any repair or replacement which improves the Caravan beyond the condition before the loss or damage occurred. (b) In the event of the Caravan being lost or damaged beyond economic repair within 10 years from purchase as new and provided the Sum Insured represents the full replacement value as new, at the time of the loss or damage, We will replace the Caravan with a new one of the same manufacture and model or pay the cash equivalent at Our discretion. Any available discount will be taken into account in the settlement amount. Contents and Personal Effects We will pay You the value of the property at the time of its loss or destruction or shall at Our option repair, reinstate or replace such property or any part of it provided that Our total liability hereunder shall not exceed £300 in respect of any one article, unless specified in the Policy Schedule, and in total the Sum Insured.	

Section B – Personal Accident Benefits

What is covered	What is NOT covered
Benefits (1) Death - £10,000 (2) Loss of use of one or more limbs or total loss of sight in one or both eyes - £10,000 (3) Permanent total disablement from any occupation - £10,000. Insured Person You and any member of Your Family while: (1) Within the Caravan (2) Loading, unloading or directly working upon the Caravan. Definitions Disablement means inability to engage in the usual occupation and not engaging in any paid occupation.	• Benefit shall not be payable under more than one of the items (1-3) in connection with the same bodily injury. Item 3 will only become payable after incapacity has lasted for 52 weeks • Benefit shall not be payable to anyone under the age of 16 or over the age of 70 at the time of the accident • There will be no liability for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained. No Benefit shall be payable for an event caused directly or indirectly: (1) By narcotic or drug unless taken as prescribed by a registered Medical Practitioner (2) By You or any member of Your Family participating in racing (3) By You or any member of Your Family participating in a criminal act (4) Arising from the use of power driven wood or metal working machinery except portable tools applied by hand (5) By pregnancy or childbirth (6) By sickness or disease not resulting from bodily injury (7) By self inflicted injury.

Section C – Liability to the Public

What is covered	What is NOT covered
All sums which You shall become legally liable to pay as damages in respect of: (1) Accidental death of or bodily injury to any person other than You or any employee or member of Your Family arising from use or ownership of the Caravan (2) Accidental loss of or damage to property not belonging to, nor in the custody of, You or any employee or member of Your Family arising from use or ownership of the Caravan. The limit of Our liability in respect of all claims arising from one cause is the amount shown in the Policy Schedule plus legal costs recoverable by a claimant and costs and expenses incurred with Our written consent. In the event of Your death Your legal personal representatives will be indemnified in respect of any accident covered by this section and occurring during the Period of Insurance. For the purposes of this section the expression "You" will be deemed to include any persons using the Caravan with Your consent other than whilst let for reward.	This section does not indemnify You against any liability: (1) Arising while the Caravan is attached to a mechanically propelled vehicle. (2) Resulting from an accident caused by the Caravan or part thereof becoming detached from any towing vehicle. (3) That arises in connection with any vehicle being used for the transportation of the Caravan. (4) For the death or injury of any person arising out of or in the course of their employment by You or any member of Your Family. (5) Arising out of the use of any mechanically propelled vehicle/water craft. (6) Arising out of the pollution of air, water or soil unless it can be proved to have been caused by immediate discharge consequent upon an accident. (7) Of whatsoever nature arising out of or connected with or incidental to any profession, occupation, business or commercial venture. (8) Arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder. (9) Arising out of the ownership or possession of any animal other than cats, dogs or horses, except any dog that is designated dangerous under the Dangerous Dogs Act 1991.

General Exclusions

These apply to the whole policy. This policy does not cover:

1 War and Similar risks Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. 2 Radioactivity Damage to any property or any resulting loss or expense or any loss or any legal liability directly or indirectly caused by or contributed to by or arising from: i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the ii. combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly. 3 Sonic Bangs Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed. 4 Agreements Any liability arising from an agreement which would not have existed in the absence of that agreement. 5 Pollution Loss including any loss of value, damage, injury or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a Period of Cover provided by this policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident. 6 Date Recognition Loss or damage or any expense, consequential loss or legal liability (other than to Your domestic employees) directly or indirectly caused by or contributed to by or arising from: i. the failure of the programming of a computer chip or computer software to recognise any date or to function correctly according to a true calendar date ii. computer viruses. but this shall not exclude subsequent loss or damage or any expense, consequential loss or legal liability not otherwise excluded which itself results from the operation of an insured cause. 7 Wilful damage Any wilful or malicious act by a person lawfully at or in the Caravan. 8 Terrorism Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as a direct or indirect consequence of Act(s) of Terrorism. For the purpose of this exclusion Act(s) of Terrorism will mean loss, destruction or damage caused by, or contributed to by, or arising from the use or the threat of use of any chemical, biological or biochemical weapon, or any nuclear device or radioactive substance by any person or group of people 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.	9. Communicable Diseases Notwithstanding any provision to the contrary this policy excludes any actual or alleged damage, legal liability, injury, costs and expenses - including but not limited to any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to by, resulting from, originated by, attributable to or occurring concurrently with a communicable disease or the fear or threat (whether actual or perceived) thereof. The presence of a person or persons at the home that is/are possibly or actually infected with a communicable disease shall not constitute damage, whether physical or otherwise, or give rise to your legal liability or any costs of expenses in any way. For the purpose of this exclusion, a communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where: i. the substance or agent includes but is not limited to a virus bacterium parasite or other organism or any variation thereof whether deemed living or not and; ii. the method of transmission includes but is not limited to airborne transmission bodily fluid transmission from or to any surface or object solid liquid or gas or between organisms and iii. the disease substance or agent can cause or threaten damage injury or illness to human health or human welfare or can cause or threaten damage to deterioration of loss of value of marketability of or loss of use of property Provided that: i. where we are alleging that this exclusion applies then the burden in proving to the contrary lies with you;; ii. this exclusion applies to all sections of this Policy 10. Cyber Losses This policy excludes any damage loss liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with: i. a cyber loss ii. any loss of use reduction in functionality erasure corruption alteration repair replacement restoration research engineering or reproduction of any data including any amount pertaining to the value of such data regardless of any other cause or event contributing concurrently to or in any sequence to. Notwithstanding i. and ii. above, this policy covers the cost to repair or replace a computer system including any consequential loss following damage insured under this policy directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, accidental damage (where insured), escape of water, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail. For the purpose of this Exclusion: Cyber loss means 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 loss.
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General Conditions

These apply to the whole policy:

Policy terms

Our liability to make a payment under this policy is conditional upon:

- a) the truth of **Your** statements and answers in the proposal to the best of **Your** knowledge and belief;
- b) **You** and **Your Family** observing the terms of this policy.

Change in Circumstances

It is important that **You** keep **Your Agent** advised of any change in **Your** circumstances. **Your** policy has been based on the information **You** have given **Your Agent** in the proposal and **You** must advise **Your Agent** immediately of changes such as:

- a change of **Caravan**;
- a change in **Your Home** or **Storage Address** **You** have given **Your Agent**, which **We** have accepted;
- whether **You** or any member of **Your Family** be declared bankrupt or are convicted of any criminal offence.

Duty of Care

a) Items insured

You and **Your Family** must take steps to prevent loss or damage to and maintain the items insured in good condition;

b) Liability

You and any other person to whom this insurance applies must take steps to prevent loss, damage or accident.

Fraud

If any claim is in any respect fraudulent or unfounded all benefits under the policy will be forfeited.

Claims

Your duties

In the event of a claim or possible claim under this policy:

a) **You** or **Your Family** must:

- i without unnecessary delay advise the Claims Department on:
Telephone: **0207 839 1888**
e-mail: **newclaims@uk.cntaiping.com**
- ii if any item covered by this policy is stolen, lost or maliciously damaged notify the police immediately;
- iii take steps to recover any lost or stolen item;
- iv forward to **Us** any letter, writ, summons or other legal document unanswered;

- v provide at all reports, certificates, plans, specifications, any other supporting documents, information and assistance which **We** may require to settle or resist any claim or to institute proceedings against another party.

b) **You** or **Your Family** must not:

- i make any admission, offer or promise of any payment or negotiate in any way without **Our** written consent.

Our Rights

We will be entitled to:

- i enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to **Us**;
- ii take over and conduct in **Your** name or the name of any member of **Your Family** the defence or settlement of any claim;
- iii take legal action in **Your** name or the name of any member of **Your Family** for **Our** own benefit against any other party in order to recover any payment **We** have made;
- iv have full discretion in the conduct of any proceedings and in the settlement of any claim.

Limitation

We may at any time for a claim or series of claims for which **You** or **Your Family** are entitled to indemnity against **Your** legal liability pay **You**:

- i the limit of indemnity less any amount(s) already paid; or
- ii any lesser amount for which such claim(s) can be settled;

After the payment has been made **We** will have no further responsibility in connection with the claim(s) except for costs and expenses incurred before the date of payment.

Other Insurance

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

Cancellation

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document 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) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Payment of Premiums by Instalments

Where the premium for this policy is paid by monthly instalments each payment must be paid when due otherwise all benefit under this policy will be forfeited and the policy cancelled by giving **You** 14 days notice.

The Law Applicable to This contract

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

Consumer Insurance Act (Disclosure and Representations) Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Your Agent** of any changes to the answers **You** have given as soon as possible. Failure to advise **Your Agent** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

When you take out, amend, or renew your policy, we will ask various questions that are relevant to us accepting the risk of insurance, and on what terms. When you answer those questions, you are required to take care not to misrepresent any information and to give us all of the information you are asked for. If you give us incorrect or incomplete information the wrong terms may be quoted and we may be entitled to reject payment of a claim or payment could be reduced. In certain circumstances your policy might be invalid and you may not be entitled to a refund of premium.

Insurance Act - Duty of Fair Presentation

The Insured is required to make a fair presentation of the risk to Insurers. If the Insured breaches its duty to provide a fair presentation and any such breach was deliberate or reckless, Insurers may regard the Policy as void and are not required to return any paid Premium to the Insured.

If the breach was not deliberate or reckless, Insurers' remedy shall depend upon what Insurers would have done if the Insured had complied with the duty of fair presentation:

1. Insurers may regard the Policy as void if Insurers would not have entered into the Policy on any terms in the absence of the breach. In this case, the Insurers must return the premium paid.
2. If the Insurers would have entered into the Policy, but on different terms (other than terms relating to premium) the Policy is to be treated as if those different terms applied from the outset, if the Insurer so requires.
3. If the Insurers would have entered into the Policy but would have charged a higher premium the Insurers may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Fraudulent Claims

If the Insured makes a fraudulent claim under this Policy the Insurers shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The Insurers may recover from the Insured any sums that the Insurers have already paid to the Insured in respect of the fraudulent claim. The Insurers may by notice to the Insured treat this Policy as terminated with effect from the date of the Insured's fraudulent act.

Warranties and Similar Clauses

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the Insured breaches any warranty in this Policy, the Insurer's liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Sanctions

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business (collectively, Sanctions). Pen is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Pen or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

No insurers shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law, or regulations of the European Union, United Kingdom or the United States of America.

Any Insurance Intermediary or broker who undertakes any insurance intermediation activity in relation to this policy are required to similarly comply with laws applicable to us in respect of any services provided to PEN or on PEN's behalf.

To comply with Sanctions, Pen may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen will not be liable for this or for similar steps taken by third parties.

Complaints Procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your insurance or the handling of a claim, you should contact:

Policy Enquiries

MyInsurance
Stronsay House
Tilford Road
Hindhead
Surrey
GU26 6UG
Tel: 01428 600 001
Email: info@e-insurancetrading.co.uk

Claims Enquiries

Pen Caravans
Pen Claims Handling Department
PO BOX 2801
Hanley, Stoke on Trent
Staffordshire
ST4 9DN
Tel: 0344 856 1868
Email: newclaims.penunderwriting@davies-group.com

If you are not satisfied and wish to make a complaint, then you may contact the insurer's complaints team at:

Pen Underwriting

Complaints Officer
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at: <http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If you remain dissatisfied, you may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final response to you, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financialombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information at: www.financial-ombudsman.org.uk

Claims & Underwriting Exchange Register (CUE)

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.

How We Maintain Your Privacy

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.