



**SIS - UK Static Caravan  
Insurance Policy**



# Static Caravan Insurance

## Policy Terms and Conditions

### 1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance (“Policy”) between **You**, the purchaser named on the **Policy Schedule**, and Fortegra Europe Insurance Company SE UK Branch. **Your** Statement of Demands and Needs and the undertaking to pay the **Premium**, forms the basis of the Policy.
- The **Administrator** and **Us** do not provide advice or a personal recommendation about the suitability of this Policy. It is **Your** responsibility to ensure the Policy meets **Your** needs.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and Statement of Demands and Needs, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the Policy becoming void.
- Please note that as in **Section 12 - MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- **We** do not have a direct or indirect holding in the **Administrator** and neither does the **Administrator** have a direct or indirect holding in **Us**.
- Words that have special meanings are in bold and the definitions can be found in **Section 2 - DEFINITIONS**.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn’t, please contact **Your Agent**.

#### **Your Duties**

- **You** are under a duty to make full disclosure of all material facts and fully respond to any requests for information made by **Us** and/or **Your Agent**. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining **Premium** and whether or not they would underwrite the risk. **You** must, to the best of **Your** knowledge, give accurate answers to the questions **We** or **Your Agent** ask when **You** buy **Your** insurance Policy. If **You** do not answer the questions truthfully or in full, this could result in **Your Policy** being invalid or cancelled and could mean that all or part of a claim may not be paid. This may also result in **You** encountering difficulties in trying to purchase insurance elsewhere. The answers or statements **You** make to **Us** or **Your Agent** are **Your** own responsibility.
- **You** should read this Policy carefully to make sure it provides the cover **You** require.

### 2. DEFINITIONS

**Administrator:** Strategic Insurance Services Limited, Delmon House, 36-38 Church Road, Burgess Hill, West Sussex, RH15 9AE, United Kingdom. Strategic Insurance Services Limited are an insurance intermediary who are authorised and regulated by the Financial Conduct Authority under registration number 307133. Details of the extent of Strategic Insurance Services Limited’s regulation by the Financial Conduct Authority is available from Strategic Insurance Services Limited on request. Registration details can be checked on the United Kingdom’s Financial Conduct Authority’s Financial Services Register.

**Accidental Damage:** Sudden and unexpected damage, occurring at a specific time and caused by external means.

**Audio and Visual Equipment:** Television receivers, satellite dishes and receivers, radios, video recorders and other **Audio and Visual Equipment**.

**Caravan:** The structure of the static **Caravan** described in the **Policy Schedule**, together with decking, skirting and verandas, standard fixtures and fittings, and the furniture and furnishings included in the manufacturer’s specification.

**Caravan Contents:** All items intended for use in, on or about the **Caravan** which are not permanently installed including **Personal Effects**, and household goods whilst contained in the **Caravan** excluding **High Risk Items**.

**Claims Administrator:** Mechanical Breakdown & General Insurance Services Ltd, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ.

**Endorsement:** A change in the terms of **Your Policy**. Any **Endorsements** applying to this Policy are detailed on **Your Policy Schedule**.

**Excess:** The first amount of each and every claim as detailed on the **Policy Schedule** for which **You** are responsible. Any **Sum Insured** limit will apply after deduction of the **Excess**.

**Family:** **Your** spouse/partner/civil partner, children (whether or not such children reside with **You** permanently) and any other member of **Your** family permanently residing with **You**.

**Friends:** **Your** acquaintances as long as they have **Your** express permission to use **Your Caravan** and no formal hire agreement exists.

**High Risk Items:**

- Binoculars
- Collections of any kind (e.g., coins, medals, stamps or trophies)
- Computers (including laptops, tablet computers, gaming consoles, associated peripherals and data)
- Contact lenses of any kind
- Firearms (and associated equipment)
- Furs
- Hearing aids
- Jewellery
- Mobile phones (including accessories)
- Money, credit cards or other negotiable securities or documents of value
- Motor vehicles, mechanically propelled or assisted vehicles
- Musical instruments
- Pedal cycles
- Personal media or audio equipment (including MP3 / DVD / CD players)
- Photographic equipment (including cameras, video cameras and camcorders)
- Watches
- **Works of Art**

which are owned by **You** or **Your Family** or **Friends**

**Home:** Within the boundaries of **Your** permanent residence but excluding communal parking areas and any public road or highway.

**Immediate Vicinity:** The area within the plot boundary of the **Caravan** as defined by the Licensed Holiday Static **Caravan** Site.

**In Use:** When **You** or **Your Family** or **Friends** are using **Your Caravan** for holiday purposes.

**Limit of Indemnity:** The maximum amount **We** will pay in respect of any one claim or series of claims arising during any one **Period of Insurance** as detailed in the **Policy Schedule**.

**New for Old:** The cost of replacing **Your Caravan** with its new equivalent in the event of **Total Loss** including fees and associated costs. Please note the maximum amount **We** will pay is limited to the **Sum Insured** as stated on **Your Policy Schedule**.

**Period of Insurance:** The duration of this Policy as shown in **Your Policy Schedule** and any further period for which **We** accept the **Premium**.

**Permanent Residence:** Any Caravan not occupied by You or Your Family or Friends for holiday purposes but occupied by You or Your Family or Friends as a main domestic residence whether temporary or permanent.

**Personal Effects:** Articles which are normally worn, used or carried outside the home in everyday life temporarily removed from the home and which are owned by You or Your family or Friends.

**Policy Schedule:** Confirmation of cover confirming details of the Insured, Period of Insurance, Caravan insured, type of Policy, Sum Insured and the Limit of Indemnity and Premium.

**Premium:** The amount payable either as a single or monthly payment that You have agreed to pay Us in respect of insurance cover under this Policy.

**Proof of Ownership:** In the event of a Total Loss of Your Caravan, We will only settle Your claim after You have provided proof that You owned it at the time of the incident resulting in the Total Loss. We recommend You retain any purchase receipts.

**Subsidence:** Downward movement of the site on which Your Caravan stands by a cause other than the weight of the Caravan itself.

**Sports Equipment:** Items of equipment and specialist clothing which are usually worn, carried or used in the course of participating in a recognised sport.

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

**Territorial Limits:** The United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, including transit between them.

**Total Loss:** The actual or constructive total loss of the Caravan as a result of accidental or malicious damage, fire, theft or flood damage.

**We/Us/Our/Underwriter/Insurer:** Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770). Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number C 84703), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority. Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916). Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

**Works of Art:** Curios, objects d'art, sculptures, carvings, paintings, china, glass, antiques, pictures and drawings.

**Your Agent:** The Broker who sold You this policy.

**You/Your:** Any individual or business who is detailed on the Policy Schedule and who has paid the necessary Premium under this Policy.

### 3. ELIGIBILITY

You are eligible for cover from the start date of this Policy if:

- You are applying as an individual; and
- You are eighteen (18) years of age or over; and
- You are resident in the United Kingdom, Channel Islands, or the Isle of Man; and
- The Caravan is no more than twenty five (25) years of age and has been built to the EN1647 standard for caravan lodges, which are suitable for temporary or seasonal holiday use only.

**Please Note: The following uses are NOT eligible for cover:**

- i) the Caravan being used in connection with any trade, business or profession; or
- ii) the Caravan being used as a **Permanent Residence**.

### 4. POLICY TERM

This Policy is for twelve (12) months, as detailed on the **Policy Schedule**. Your cover will end at the earliest of any of the below:

- You failing to pay Your Premium when due; or
- You or the Caravan no longer meeting the eligibility criteria for Your Policy; or
- The Policy being cancelled by either You or Us; or
- The expiry date of the Policy as detailed on the **Policy Schedule**.

### 5. WHAT IS COVERED

**Benefits:**

We will insure the Caravan owned by You whilst sited on the Licensed Holiday Static Caravan Site specified in the **Policy Schedule** for loss or damage as a result of:

- i) **Accidental Damage** fire, lightning, explosion, earthquake, theft, malicious acts or vandalism, storm, flood, **Subsidence**, falling trees, aerials or masts, and
- ii) only whilst the Caravan is **In Use**, loss or damage as a result of freezing of fixed water or heating systems, escape of water or oil from fixed water or heating systems.

**Your Caravan Contents**

We will insure the **Caravan Contents** for loss or damage as a result of fire, explosion, lightning and earthquake, theft, malicious acts or vandalism, escape of water or oil from fixed water or heating systems, storm, flood, **Subsidence**, falling trees, aerials or masts.

Settlement is limited to a maximum of the **Sum Insured** as stated on **Your Policy Schedule** and is subject to depreciation.

**Additional Costs**

Following loss or damage to the Caravan We will pay the additional costs in respect of:

- i) its protection and removal to the nearest competent repairers and return to the Licensed Holiday Static Caravan Site detailed on **Your Policy Schedule**
- ii) the disconnection and re-connection of services when the Caravan is removed for repair, where the Caravan is connected to services
- iii) site clearance for which You are responsible
- iv) repair to gas, water pipes, drains, sewage, telephone and electricity cables from the Caravan to the mains for which You are responsible

### **Alternative Accommodation**

Additional payments while the **Caravan** is being used by **You** or **Your Family** or **Friends** for holiday purposes for hiring another equivalent **Caravan** or other alternative accommodation to complete **Your** holiday if the **Caravan** becomes uninhabitable as a result of loss or damage that is covered by this **Policy**.

### **Frozen Food**

Loss or damage to freezer food caused by a rise or fall in temperature of the domestic deep freeze cabinet.

### **Replacement Locks**

The costs of replacing locks to doors and windows in the **Caravan** following loss or theft of keys providing the loss or theft has been reported to the police.

### **Metered Water, Liquefied Petroleum Gas or Oil Used for Heating**

Loss of metered water, liquefied petroleum gas or oil if the loss is caused by insured damage to **Your** fixed water or heating installation.

## **6. WHAT IS NOT COVERED:**

### **Exclusions:**

- The amount of the **Excess** shown in the **Policy Schedule**
- **Accidental Damage to Caravan Contents**
- Loss or damage to **High Risk Items**, wines, spirits, and tobacco goods
- Theft of **Caravan Contents** unless there is evidence of forcible and violent entry or exit to or from the **Caravan**
- Theft of **Caravan Contents** whilst outside the **Caravan**
- Pedal Cycles
- Theft where security requirements as specified within **Your Policy Schedule** are not in force
- Any theft or loss arising from deception, or the use of stolen or forged or invalid cheques and the like
- Any claim for theft which is not reported to the Police and a crime reference number obtained
- Fire as a result of lithium-ion batteries being over-charged, short circuiting, being damaged, stored incorrectly or kept in a poor environment or not disconnected when the charge cycle is complete.
- Loss or damage to:
  - i. tyres unless caused by an insured peril
  - ii. generators or damage to the **Caravan** resulting from using generators
  - iii. fences or gates unless the **Caravan** itself is damaged at the same time and by the same cause
- Malicious damage or loss caused by **You** or **Your Family** or **Friends** or a permitted occupant of **Your Caravan**
- Loss or damage caused by:
  - i. frost
  - ii. water seeping in through windows, doors, ventilators, body joints or seals
  - iii. wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause
  - iv. electrical or mechanical failure or breakdown
- Loss or damage if **You** have not notified **Your Agent** of any changes to the Licensed Holiday Static **Caravan** Site address or security arrangements of the **Caravan**
- More than £1,000 for any one single item insured under the **Caravan Contents** section
- The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched
- Loss due to delay or detention by authorities
- Any amount exceeding £5,000 in any one **Period of Insurance** in respect of Additional Costs
- Any amount exceeding £100 per day (including VAT) for Alternative Accommodation
- Any amount exceeding £1,000 in any one **Period of Insurance** for Alternative Accommodation
- Any amount exceeding £200 (Including VAT) for loss or damage to freezer food

- **We** will not cover any loss or damage to **Your** freezer and food contained therein caused by a deliberate reduction or loss of power from the appropriate electricity and/or gas company
- Any amount exceeding £250 (including VAT) in respect of any claim relating to Replacement Lock

## **7. HOW TO MAKE A CLAIM**

If **You** need to make a claim, simply visit <https://mbginsurance.co.uk/claims/caravan/caravans/> where **You** will be able to register **Your** claim. **Our** online claim solution is the quickest and easiest way to submit **Your** claim. Please have **Your** policy number handy when **You** submit **Your** claim.

If **You** do not have access to the internet, simply call our claims helpline on 0191 258 8188 for immediate assistance and advice. Please have **Your** policy number handy when you call.

If an incident occurs **You** should take any immediate action **You** think is necessary to protect **Your Caravan** and **Caravan Contents** from further damage such as boarding up damaged windows or doors.

Where possible **You** should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for the **Claims Administrator** to inspect.

Any incident of vandalism, theft or loss must be reported to the Police immediately and a crime reference number obtained.

**You** will be required to produce bona fide **Proof of Ownership** of **Your Caravan** and **Caravan Contents** in the event of a claim. Do not therefore leave any important documents in **Your Caravan**.

Failure to advise **Your Agent** of any changes might prejudice any claim **You** may make or the validity of the **Policy**.

### **Basis of Claims Settlement**

The maximum **We** will pay is the **Sum Insured** shown in **Your Policy Schedule** subject to any limits shown on **Your Policy Schedule** or in this Policy wording. The **Sum Insured** will not be reduced in the event of a claim.

The settlement of **Your** claim will be calculated as follows:

If a repair is carried out, **We** will pay the cost of repair without deduction for wear and tear. If parts or accessories are found to be obsolete or unobtainable, **We** may use parts and accessories which are not supplied by the manufacturer. Alternatively, **We** may use parts of a similar type and quality to the parts **We** are replacing. If **We** are unable to repair, **We** may pay the last known list price for the part or accessory required plus an appropriate fitting charge.

**We** will not pay for the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of common nature, colour, design or use. This applies if the other items can still be used and the damage only affects one part of the item.

If the **Caravan** is subject to a loan, credit agreement or any other form of financial loan or interest charge, **We** will pay **You** and **Your** receipt shall be a full discharge.

### **The Caravan - Market Value**

Where the **Caravan** is insured on a Market Value basis (as shown in the **Policy Schedule**), **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.

### **The Caravan - New for Old**

Where the **Caravan** is insured on a **New for Old** basis (as shown in the **Policy Schedule**), in the event of the **Caravan** being lost or damaged beyond economic repair and provided:

- a) the **Caravan** is no more than fifteen (15) years old from new at inception or renewal date of the **Policy**;  
and
- b) the **Sum Insured** represents the full replacement value as new, at the time of the loss or damage.

We will pay You the value of a new **Caravan** of the same manufacture and model (or the nearest equivalent make and model).

It is Your responsibility to ensure that the **Sum Insured** shown in the **Policy Schedule** represents the new replacement cost of Your **Caravan**, as We will not pay more than the **Sum Insured**.

### **Caravan Contents**

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 shall not exceed the **Sum Insured** shown in the **Policy Schedule**.

### **Alternative Accommodation and Hiring Charges**

You are required to keep all receipted bills or other proof of additional expenses. In respect of the hiring out of an alternative **Caravan** or alternative accommodation a complete record of all appropriate names and addresses of intended periods of hire, charges paid or chargeable and identification of which **Caravan** is in question is required if more than one is insured.

### **Automatic Reinstatement of Sum Insured**

The **Sum(s) Insured** shall not be reduced by the amount of any claim settled providing You agree to carry out any recommendations put forward by Us to prevent further loss and shall pay any additional **Premium** requested up to the next renewal date of the **Policy**.

## **8. GENERAL EXCLUSIONS**

**Agreements:** Any liability arising from an agreement which would not have existed in the absence of that agreement.

**Asbestos:** Any claim of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- i) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- ii) any obligation, request, demand, order, or statutory or regulatory requirement, monitoring, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos

Notwithstanding any other provisions of this **Policy**, the **Insurer** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs i) or ii) hereof.

**Contracts (Rights of Third Parties) Act 1999:** A person who is not party to this contract has no right under the **Contracts (Rights of Third Parties) Act 1999** to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

**Faulty Workmanship, Design or Materials:** Any loss, destruction or damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

**Previous Claims Incidents:** Loss or damage arising directly or indirectly from events occurring before the start of this **Policy**.



**Radioactivity:** Damage to any property or any resulting loss or expense arising directly or indirectly caused by or contributed to by:

- i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

**Sonic Bangs:** Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

**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 means loss, destruction or damage caused by, or contributed to by, arising from an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**Unacceptable Type of Caravan:** Caravans that are home-made, custom built or modified from the manufacturer's standard build.

**Unacceptable Usage of Caravan:** Loss or damage or legal liability directly or indirectly arising from:

- i) the Caravan being used in connection with any trade, business or profession; or
- ii) the Caravan being used as a **Permanent Residence**; or

**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.

**Wilful or Malicious Acts:** Any wilful or malicious act by a person lawfully at or in the Caravan

## **9. POLICY CONDITIONS**

**Change in Circumstances - Your Policy** has been issued based on the information which **You** have given **Your Agent** about **Yourself** and **Your Caravan**. **You** must tell **Your Agent** as soon as possible about any changes.

**Claims - Your duties** in the event of a claim or possible claim under this Policy:

**You must:**

1. without unnecessary delay advise **Us** by logging your claim online at <https://mbginsurance.co.uk/claims/caravan/caravans/> or by contacting **Us** on: 0191 258 8188
2. if any item covered by this **Policy** is stolen, lost or maliciously damaged notify the Police immediately and obtain a crime reference number
3. take steps to recover any lost or stolen item
4. forward to **Us** any letter, writ, summons or other legal document unanswered
5. provide 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.

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

- a. Supply accurate and complete answers to all the questions **Your Agent** 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;
- c. Tell **Your Agent** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

**Duty of Care** - Items insured

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

**Fraud** - If any claim is in any respect fraudulent or unfounded all benefits under the Policy will be forfeited and **We** may inform the Police of the circumstances.

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

**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 legal action in **Your** name or the name of any member of **Your Family** or **Friends** for **Our** own benefit against any other party in order to recover any payment **We** have made
- iii) Have full discretion in the conduct of any proceedings and in the settlement of any claim.

**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** seven (7) days' notice.

**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; and
- b) **You** and **Your Family** and **Friends** observing the terms and conditions of this **Policy**.

## 10. CANCELLING YOUR POLICY

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please notify **Your Agent** within fourteen (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, **We** will then refund **Your Premium** in full (provided the **Premium** was originally paid by **You** in full).

Thereafter, **You** may cancel the insurance cover at any time by notifying **Your Agent**. Provided the **Premium** has been paid in full and on the condition that no claims have been made or are pending, **You** will be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on **Your Policy Schedule**, less **Your Agent's** administration charge.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving seven (7) days' notice in writing by email to the email address **You** have provided to **Your Agent** where there is a valid reason for doing so. A cancellation letter will be emailed to **You** at **Your** last know email address notified to **Your Agent**. Valid reasons may include but are not limited to:

- a. Where the **Insurer** reasonably suspects fraud
- b. Non-payment of **Premium**
- c. Threatening and abusive behaviour
- d. Non-compliance with Policy terms and conditions
- e. **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** or **Your Agent** ask

Provided the **Premium** has been paid in full and on the condition that no claims have been made or are pending, **You** will be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on **Your Policy Schedule** less **Your Agent's** administration charge.

## 11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale of this Policy, including any information provided as part of the sale, please contact **Your Agent**.

The **Claims Administrator** handles all other complaints relating to this Policy on **Our** behalf. If **You** wish to make a complaint, please do so:

- By telephone 0191 258 8188 or
- by email CVT@mbginsurance.com

The **Claims Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Claims Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Claims Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online - please see [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk); or
- by email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk); or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

**IMPORTANT:** The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case. Following this complaints procedure does not affect **Your** legal rights.

## 12. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your** Policy or the payment of **Your** claim.

## 13. SANCTIONS

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 14. THIRD PARTY RIGHTS

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this Policy;
- **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this Policy, who might seek to assert that they have rights under this Policy.

## 15. APPLICABLE LAW

This Policy shall be subject to the law of England and Wales unless **We** and **You** agree otherwise.

## 16. COMPENSATION SCHEME

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company SE cannot meet its liabilities under this Policy. The

level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk). The FSCS can be contacted:

- online by completing the form on the FSCS website [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/); or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website [www.fscs.org.uk/contact-us/](http://www.fscs.org.uk/contact-us/)

## **17. PRIVACY AND DATA PROTECTION NOTICE**

### *Data Protection*

Fortegra Europe Insurance Company SE UK Branch (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data.

### *How we use your Personal Data*

**We** may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

### *Disclosure of Your Personal Data*

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

### *International Transfers of Data*

**We** may transfer **Your** personal data to destinations outside of the UK or the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the UK or EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

### *Your Rights*

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### *Retention*

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the **Policy**, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imaida, Gzira, GZR 1401, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com)