

POLICY WORDING

Touring Caravan Insurance



Contents

A Warm Welcome to Everywhen	4
Information relevant to Your whole Policy	5-6
List of Insurers	7
How to use Your Policy	8
Our Complaints Procedure	9-11
Important Information	12-13
Contacting Us	14
Helpful Hints and Tips	15
Conditions which apply to the whole of this Policy	16-19
Exclusions which apply to the whole of this Policy	20-21
Definitions which apply to this Policy	22-24
Part A Your Cover	25-26
Part B Your Additional Covers	27-28
Settling Claims Under Part A & B	29-30
Part C Your Liability to others	31-32
Parts D to E Optional Covers	33-51



Thank you for choosing Everywhen Touring Caravan

At Everywhen, we are specialists in providing the right protection for our customers and are there when the unexpected happens. You can be confident that in choosing this policy you will have the cover you need.

This policy document gives you the details of your cover and should be read along with your statement of fact, schedule and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist you if you need to contact us.

If you need to make a claim, our Claims Team are here to help you. In the event of an incident, please contact us as soon as reasonably practicable, on **0330 018 2293** so we can advise you on what to do next and answer any specific questions or concerns you may have. Lines are open between 9:00am and 5:00pm Monday to Friday. Please refer to "How to make a Claim" on page 14 for alternative contact details and information.

If you have any questions about your policy or would like to discuss any insurance needs, please feel free to contact us by email at **touringcaravans@everywhen.co.uk** or call us on **01242 528844** between 9:00am to 5:00pm Monday to Friday or between 9:00am to 12:00pm Saturday.

We look forward to taking care of you and your caravan.

Everywhen
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ



On behalf of Everywhen

Information relevant to Your whole Policy

Your policy provides cover for the parts and the period of insurance shown in your statement of insurance. This policy is an agreement between you (the person/persons shown in the statement of fact and/or schedule as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if you pay the premiums.

You must read this policy carefully together with your statement of fact, schedule and any special terms or conditions as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as reasonably practicable on the contact details provided.

Please note that your cover relates only to the parts which are shown on the schedule as being included. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

Unless you and we agree otherwise, this Policy is governed by the law that applies in the part of the United Kingdom where you normally live and those courts of the parts of the United Kingdom will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, we will communicate to you in English.

Cancellation Rights

Cancellation within 14 days

Everywhen will refund your premium in full if, within 14 days of receiving the policy documents (or for renewal, within 14 days of your policy renewal date) you decide that the policy does not meet your needs, providing that you have not reported or are intending to report a claim. You should inform us of your decision, in writing or by phone on **01242 528844**.

Cancellation outside of 14 days

Part A: Your Cover, Part B: Your Additional Covers and Part C: Your Liability to others

If you have not claimed within the period of insurance you will charged for the time we have provided cover for you (including Insurance Premium Tax and any applicable administration charges). Any remaining balance will be refunded back to you. Details of the applicable Everywhen administration charges can be found in the policy documentation issued to you.

If you are cancelling your policy during the period of insurance where you have suffered a claim, there will be no return premium.

Part D: Legal Expenses and Part E: Key Protection

These sections are non-refundable upon cancellation of the policy and no return premium will be provided. Cover will cease from the date that your policy is cancelled.



Automatic renewal

If you pay the premium using a credit agreement with Premium Credit Limited, you consent to the automatic renewal of your policy at its expiry for a further 12 months' period of cover. We will have the right (which we may not use) to renew the policy each year and continue to collect premiums using the details you provided us with when you took out the policy. We may vary the terms of the policy (including the premium) at renewal and you will be notified before your renewal date. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

List of Insurers

Your policy has been arranged by Everywhen on behalf of Aviva Insurance Limited.

Everywhen is a trading name of Advisory Insurance Brokers Limited. Registered in England Company No. 4043759. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority under firm reference number: 313250. This can be checked on the FCA's register by checking the FCA website at **[fca.org.uk/register](https://www.fca.org.uk/register)** or by contacting them on **0800 111 6768**.

In respect of Parts A-C only underwritten by: Aviva Insurance Limited

Aviva Insurance Limited. 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. Firm Reference Number 202153.

In respect of Part D Only – Legal Protection

DAS Legal Expenses Insurance Company Limited Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England & Wales No. 5417859 **www.das.co.uk**. Authorised and regulated by the Financial Conduct Authority.

DAS Law Limited Registered office: North Quay, Temple Back, Bristol BS1 6FL. Registered in England and Wales, number 5417859. Website: **www.daslaw.co.uk**. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority registered number 423113.

In respect of Part E Only – Key Protection

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference 202846. Registered in England number 01708613, these details can be checked on the Financial Services Register by visiting: **[fca.org.uk](https://www.fca.org.uk)**

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.



How to use your Policy

This is your new policy containing details of the cover you have bought. We have made every effort to make the Policy details as clear as possible. Please read your policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the policy. If, however, there is any dispute which cannot be resolved, you are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see page 10 for details.

What to look out for

The policy is divided into a number of parts and includes some key words, expressions or phrases that have the same meaning whenever they appear in the policy. These are shown in **Bold** throughout the policy. These are referred to as **Definitions**. Please refer for:

General including Parts A-C	pages 22-24
Part D	pages 37-38
Part E	pages 46-47

What cover is included?

The policy is divided into a number of parts; each part tells you what we will or will not pay for. To find which parts are in force you should check your schedule which is enclosed with the policy.

Your schedule also tells you how much you are insured for.

How much to Insure for?

It is up to you to make sure that the amount you insure for represents the full value of the property concerned. For **Caravan, Contents, Equipment & Awnings**, this means the full cost of replacing all the property as new.

If you have selected **Market Value**, this is cost of replacing the **Caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.

Remember, if you underinsure any claims payment may be reduced. Please refer to Condition 11 on page 19 and page 29 for a full explanation of this condition.

Policy Limitations

This **Policy** has a number of conditions and exclusions that apply to all parts of **Your Policy**, and are shown on pages 16-21. Additional conditions and exclusions applying to the specific parts are detailed where they apply. Please, make sure that you read these as well as the cover shown in each part.



Our Commitment to Service – If You have a complaint

Details of the complaints procedures for Parts A-E are shown below.

We will do everything possible to ensure that **You** receive at all times excellent service and being there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied with the sale and administration of **Your** policy or the service **You** have received by Everywhen Services in the handling of **Your** policy or claim and wish to make a complaint, please contact **us** on **01242 528844** in the first instance where **We** aim to resolve most issues straightaway.

Alternatively, **You** may wish to write to **Us** at:

Everywhen
Ellenborough House
Wellington Street
Cheltenham GL50 1XZ

Email: **customer.care@everywhen.co.uk**

Complaints that Insurers are required to resolve will be passed to them and **You** will be notified if this happens.

Complaints relating to cover or claims under Parts A-C

If **Your** complaint relates to policy cover, please contact:

In writing: Everywhen, Ellenborough House, Wellington Street,
Cheltenham GL50 1XZ

Email: **customer.care@everywhen.co.uk**

Telephone: **01242 528844**

If **Your** complaint relates to a claim please contact Davies Group Ltd by:

Telephone: **0344 856 2015**

Email: **Customer.Care@davies-group.com**

In writing: Davies Group Ltd, PO Box 3097, Stoke on Trent ST4 9DN

Complaints relating to Part D of this Policy

Customer Relations Department
DAS House
Quay Side
Temple Back
Bristol BS1 6NH

Telephone: **0344 893 9013**

Email: **Customerrelations@das.co.uk**



Complaints relating to Part E of this Policy

Quality Assurance Manager
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich NR1 3PA

Telephone: **0333 241 9574**

Email: **qualityteam@coplus.co.uk**

We take all customer complaints seriously and **We** have established the following complaint procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving **Your** complaint:

In the first instance **We** would encourage **You** to contact the department **You** are unhappy with. Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint. A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.

Step 2: If **Your** complaint cannot be resolved within three business days:

We will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support **You**, keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when **We** anticipate **We** will have concluded our investigation.

Step 3: Referring to the Financial Ombudsman Service (FOS):

After receiving our final response or if **We** have been unable to conclude our investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in our final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **+44 (0)800 023 4567** or **+44 (0)300 123 9 123**

Email: **complaint.info@financial-ombudsman.org.uk**

Online: **financial-ombudsman.org.uk**

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it, or if **You** are:

- A business with more than 10 employees and a group annual turnover of more than €2 million; or
- A trustee of a trust with a net asset value of more than £1 million; or
- A charity with an annual income of more than £1 million.

Whilst Everywhen and **Your** Insurers are bound by the decision of the FOS, **You**, are not. Using **Our** complaints procedure, or contacting the Financial Ombudsman Service at any stage of **Your** complaint will not affect **Your** legal rights.



Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on whether **You** are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at fscs.org.uk or by calling **+44 (0)20 7741 4100**, or **+44 (0)800 678 1100**.



Important Information

Fair Processing Notice

How We use Your information

Everywhen is a trading style of Advisory Insurance Brokers who are the data controller of the information **You** provide **Us** and are registered with the information commissioner's office. Advisory Insurance brokers are part of the Ardonagh Group. **We** may share **Your** information within the Ardonagh Group (see ardonagh.com for details) as part of providing services to **You**.

We will use Your personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You** in relation to servicing and administering **Your** product
- Develop new products and services
- Undertake statistical analysis to help **Us** improve **Our** services and products
- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance for these products or services
- Notify **You** of important changes to products and functionality changes to **Our** websites.

From time to time **We** may use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from other companies in the Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices.

Further information is included in **Our** Fair Processing Notice, full details of which can be found here: ardonagh.com/privacy-policy. This explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with, how long **We** keep it for and informs **You** of certain rights **You** have regarding **Your** personal information. If **You** are unable to access this website, details can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

You can also contact **Us** for general data protection queries via email to advisorydp@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, The Octagon, Colchester CO11TG, United Kingdom.

Data Protection

Details of how **Your** data is used for Parts A-E are included in those parts of **Your Policy** where applicable.



Sanctions

We shall not be deemed to provide cover and **We** shall not 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 **Us** **Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL). This helps **Us** check information provided and prevent fraudulent claims.

Under the conditions of **Your Policy** **You** must tell **Us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **You** tell **Us** about an incident **We** will pass information relating to it to the relevant database. **We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the **Policy** or claim.

Fraud prevention and detection

In order to prevent and detect fraud, **We** may at any time:

- Share information about **You** with other organisations including the police;
- Conduct searches about **You** using publicly available databases;
- Undertake credit searches;
- Check and/or share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact **Us** on the number shown on **Your** Policy documentation if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.



Contacting Us – Quick Reference

We are here to help whenever **You** need **Us**. If **You** have any questions about **Your Policy** or would like to discuss any other insurance needs, or need advice. To do this, **You** should contact Everywhen by telephone **01242 528844** between 9:00am and 5:00pm Monday to Friday and between 9:00am to 12:00pm on Saturday. Alternatively, **You** can send an Email to **touringcaravans@everywhen.co.uk** or contact us in writing at Everywhen, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

How to make a complaint

Full details of the Complaints Procedure can be found on pages 9-11. **We** hope that **You** are fully satisfied with **Our** service but if for any reason **You** are not, please contact **Us** on **01242 528844**.

How to make a Claim

Firstly, check **Your Policy Schedule** to make sure **You** have the appropriate cover. To report an incident or claims under Parts A, B & C, please use the following contact details:

To report a claim under Parts A, B & C please call:

0330 018 2293 or email
leisurehomeclaims@davies-group.com

Please refer to page 4 for full details



We will require:

Your name, address and contact information.
Along with details of the incident that has occurred.

Please refer to page 32 for full details



We will then provide you with a claim reference and keep in regular contact until the situation is resolved.

Optional Covers

The following Optional Covers will only apply to **Your Policy** if **You** have specifically selected or requested them. Please refer to **Your Schedule** to confirm the cover **You** have in place.

Where **You** have cover, please see the claims contact details below:

Optional Covers	Contact Details
Part D Legal Protection	DAS – call on 01242 528844 or if outside the UK +44 1242 528844
Part E Key Protection	Coplus call on 0333 2419574 or email keyclaims@motorplus.co.uk Address: Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA Online claims form: key.coplus.co.uk

Helpful Hints and Tips – All You need to know about Towing?

The rules on what **You** can tow are different depending on when **You** passed **your** driving test.

Licenses issued from 1 January 1997

If **You** passed **Your** car driving test on or after 1 January 1997 **You** can:

- drive a car or van up to 3,500kg maximum authorised mass (MAM) towing a trailer of up to 750kg MAM
- tow a trailer over 750kg MAM as long as the combined MAM of the trailer and towing vehicle is no more than 3,500kg

Maximum authorised mass (MAM) is the limit on how much the vehicle can weigh when it's loaded.

You have to pass the car and trailer driving test if **You** want to tow anything heavier.

Licenses issued before 1 January 1997

If **You** passed **Your** car test before 1 January 1997 **You**'re usually allowed to drive a vehicle and trailer combination up to 8,250kg MAM.

Please check **Your** driving license allows **You** to tow **Your** caravan prior to the commencement of **Your** first journey. **You** can check **Your** license on the government website: gov.uk/towing-with-car

Towing weight and width limits

Most cars have a maximum weight they can tow. It's usually listed in the handbook or specification sheet. Alternatively, the vehicle's 'gross train weight' may be listed on the vehicle identification number (VIN) plate on the car. The gross train weight is the weight of the fully-loaded car plus fully-loaded trailer. If **Your** VIN plate doesn't list a train weight, then **Your** vehicle is potentially not suitable for towing.

If **You** have any concerns, or **You** are purchasing a new vehicle to use for towing, then it would be worth contacting the manufacturer of the towing vehicle for their guidance.

Width and length

The maximum trailer width for any towing vehicle is 2.55 metres.

The maximum length for a trailer towed by a vehicle weighing up to 3,500kg is 7 metres. This length does not include the A-frame.



Conditions which apply to the whole of this Policy

The following conditions listed below, apply to each and every part of the **Policy**. Additional conditions may apply to Parts A-E of the **Policy**. Please refer to the relevant parts of the **Policy** for details.

1. **You** must keep to the terms and conditions of this **Policy**. Take all reasonable steps to avoid, prevent damage, injury or loss and reduce or avoid incurring unnecessary costs.
2. **You** must maintain the **Caravan, Contents, Awning and Equipment** insured in sound condition and good repair.
3. **You** must tell **Us** about any insurance related incidents of loss or damage (such as fire, water damage, theft or an accident) or liability as soon as reasonably practicable whether or not they give rise to a claim. **You** must provide **Us** with all the information and help **We** may need or ask for and at **Your** own expense, provide full details (such as reports, invoices, proof of purchase). **We** will decide how **We** will settle or defend the claim and may carry out any proceedings in the name of any person covered by **Your Policy**, including proceedings for recovering any claims payments.
4. **You** must report any loss, theft, attempted theft or malicious damage to the police as soon as reasonably practicable.

5. Fraudulent Acts

If **You** make a fraudulent claim under this insurance contract, **We**:

- a) are not liable to pay the claim;
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act; and
- d) may inform the police, other financial services organisations and anti-fraud databases, as set out under the important Notes headed 'Fraud prevention and detection'.

If **We** exercise **Our** right under (c) above:

- **We** will 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); and
- **We** need not return any of the premiums paid.

If this **Policy** covers any person who is not a party to the insurance contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may rely on **Our** rights under section 6 below as if there were an individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other covered person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

6. **We** may cancel **Your Policy** under Conditions 5 and 8 by giving **You** seven days' notice to **Your** last known address.

Cancellation within 14 days (cooling off period)

For **Your** cancellation rights, please refer to page 5.

Cancellation Outside Cooling Off Period

For **Your** cancellation rights, please refer to page 5.

Where **You** cancel **Your Policy** and **You** pay under a credit agreement with Premium Credit Limited, **You**, authorise **Us** on **Your** behalf to cancel **Your** credit agreement with Premium Credit Limited.

Paying by Instalments

If **You** pay **Your** premium under a credit agreement and **You** fail to make a payment **Your Policy** will be cancelled by giving **You** seven days' notice to **Your** last known address and **We** may refuse **Your** claim or take the balance of any outstanding premium due to **Us** from any claim payment, **We**, make to **You**. This means that **We** will fulfil **Our** obligations to any claims against **Your Policy** by a third party but seek full recovery of any payments made under **Your Policy** directly from **You**. This may include the instruction of solicitors or other recovery agents.

Our Rights

We may cancel **Your Policy** under Conditions 5 and 8 by giving **You** seven days' notice to **Your** last known address and refund any premium which may be due to **You** in accordance with the terms of this condition.

7. If any claim is covered by any other insurance, or would have been covered if this **Policy** did not exist, **We**, will only pay **Our** share of the claim even if the other insurer refuses the claim.
8. **Your** duty to check information and tell **Us** of any changes.

This insurance is based on the information **You** have provided in answer to the questions **We** asked when arranging **Your** cover or subsequently, as confirmed in **Your Statement of Fact** and/or **Schedule**. **You** must tell **Us** as soon as reasonably practicable changes that may affect **Your Policy** cover. If **We** are not advised of any changes to **Your** circumstances, then **Your Policy** may be cancelled, or **Your** claim rejected or not fully paid.

You may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

If in doubt about any change, please contact **Us** using the contact details provided on pages 4 and 14.



The changes that **You** should tell **Us** about include:

- If **You** change **Your** Touring **Caravan**;
- If **You** change **Your** name;
- If **You** change **Your Storage Address** or any changes in security are made to **Your Storage Address**;
- If **You** make any changes to the security on **Your Caravan**;
- If **You** or any named individuals on the **Policy** change **Your** occupation(s), or the trade in which **You**/they work;
- If **You** or **Your Family** use or intend to use **Your Caravan** for any purpose other than for **Personal Holiday Use**;
- If **You** or **Your Family** are convicted of a criminal offence (other than motoring offences);
- If **You** or **Your Family** become bankrupt;
- If **You** have made a claim under any other **Caravan** or motor **Policy** that is not provided by **Us**;
- If **You** have any other insurance **Policy** refused, declined, cancelled or void;
- If **You** make changes to the value of **Your Caravan**.

Any changes, if accepted by **Us**, will apply from the date indicated on **Your**, updated **Statement of Fact** and/or **Schedule** or by an endorsement to **Your Policy**. In this case **We** will be entitled to vary the premium and terms for the **Period of Insurance**. In addition, **We**, may apply a service charge.

If the changes are unacceptable to **Us** and **We** are no longer able to provide **You** cover, **We** or **You** can cancel the **Policy** as set out under Condition 6.

If **You** have given **Us** inaccurate information at the start of the **Policy** or subsequently this can affect **Your Policy** in one of the following ways:

- 1) If **We** would not have provided **You** with any cover, **We**, will have the option to:
Void the **policy**, which means **We** will treat it as if it had never existed and **We** may repay to **You** the premiums.
- 2) If **We** would have applied different terms to **Your** cover, **We**, may treat **Your Policy** as if those different terms apply.
- 3) If **We** would have charged **You** a higher premium for providing **Your** cover, **We** may:
Reduce the amount of the claim payment with an adjustment using the same proportionate difference as between the actual premium charged as the higher premium due.

For example, if the premium **You** paid initially was £150, but would have been £300 had **You** provided accurate information, **Our** payment for a claim which amounts to £1,000 will be reduced by £500.

9. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Governing Law

Unless **You** and **We** agree otherwise, this **Policy** is governed by the law that applies in the part of the **United Kingdom** where **You** normally live and those courts of the parts of the **United Kingdom** will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, **We** will communicate to **You** in English.

11. Underinsurance

It is **Your** responsibility to make sure that the **Sums Insured** represents the full replacement cost of **Your Caravan, Contents, Equipment and Awnings**. If the **Sums Insured** is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the **Sums Insured** bears to the full replacement cost.

For example, if the **Sums Insured** represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

12. Assignment

This **Policy** may not be assigned or transferred unless agreed in writing by **Us**.

13. Claim notification

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **Our** rejection of the claim if it is made so long after the event that **We** are unable to investigate it fully, or may result in **You** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

14. Non payment of premiums

We reserve the right to cancel this **Policy** immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.



Exclusions which apply to the whole of this Policy

The following exclusions listed below, apply to each and every part of the **Policy**. Additional exclusions may apply to Parts A-E of the **Policy**. Please refer to the relevant parts of **Policy** for full details.

We will not pay for the following:

1. Any reduction in value.
2. Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.
3. Any loss or damage to Property or **Money** held for professional or business purposes.
4. Any loss or damage which happens as an indirect result of an event for which **You** are insured.
5. Any accident or incident that happens outside the **Period of Insurance** that is covered by the **Policy**.
6. Any claim resulting from:
 - deliberate or criminal acts by **You** or any other person included in the **Policy**
 - any gradual causes including (but not restricted to) deterioration or wear and tear
 - seepage of water through seams and seals
 - mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot
 - any process of cleaning, repair, alteration, renovation or restoration
 - vermin, insects or chewing, scratching, tearing or fouling by pets
 - electrical or mechanical failure or breakdown
 - faulty design, materials or workmanship
 - failure of a computer chip or computer software to recognise a true calendar date
 - computer viruses, erasure or corruption of electronic data
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment
 - pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds
 - war, revolution or any similar event
 - pollution or contamination which was:
 - the result of a deliberate act
 - expected and not the result of a sudden, unexpected and identifiable incident.

7. **We** will not pay for any claim arising directly or indirectly from an act of terrorism.

Terrorism is defined as any act or acts including but not limited to:

- (a) the use or threat of force and/or violence
and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes
- (c) any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

8. **We** will not pay for loss or damage caused by **You** towing **Your** caravan if **Your Caravan** weighs in excess of 95% of the towing vehicle's kerb weight.

9. **We** shall not be deemed to provide cover and **We** shall not 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 **Us, Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



Definitions which apply to this Policy

The following key words, phrases or expressions, which are listed below in alphabetical order have the same meaning whenever they appear and apply to each and every part of the **Policy** and in particular Parts A-C. Additional definitions are outlined in Parts D-E of the **Policy**. Please refer to the relevant parts of the **Policy** for details.

Accidental Damage

An unintentional, one off incident that causes unexpected and non-deliberate damage.

Awning

A sheet of canvas or other material on a framework that can be attached to **Your Caravan** to provide shelter from the rain or sun.

Business Use

The use of the **Caravan** or **Contents** as part of a business or trade. Including the use of the **Caravan** for storage of any trade or business stock.

Caravan

The structure of the caravan, trailer tent or folding caravan stated in the **Schedule** including any fixtures and fittings included in the manufacturer's original specification or permanent fixtures and fittings fitted after manufacture, details of which have been given to and accepted by **Us**.

The term **Caravan** does not include an **Awning** or any **Equipment** as defined below.

CaSSOA

The **Caravan** Storage Site Owner's Association.

Contents

Household goods and personal property which belong to **You** and **Your Family** which are contained within the touring caravan, attached to **Your Caravan** or designed to be worn or carried on or about the person.

The term **Contents** does not include: any permanent fixtures and fittings, any living creature, any stock or samples held for business or trade, **Credit Cards**, e-reader, games consoles, laptop computers, **Money**, mobile phones, pedal cycles, tablet computers, **Valuables**, windsurfers and canoes.

Credit Cards

Bank, charge, cheque credit, debit and cash dispenser cards.

Equipment

Standard caravan or camping equipment **You** would reasonably take with **You** whilst away in **Your Caravan**, including portable motor movers, gas bottles and any security devices fitted to **Your Caravan**.

Europe

Albania, Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Eire (Republic of Ireland), Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Republic of Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal (excluding Azores), Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, **United Kingdom**, Vatican City.



Excess

This is the amount that **You** will have to pay in the event of a claim being made under the **Policy**.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **Caravan**.

Home

The buildings, outbuildings and land within the boundaries of **Your Permanent Residence**, but excluding communal parking areas and any public road or highway.

In Use

When **You** or **Your Family** are using or visiting **Your Caravan** for holiday purposes or when the caravan is attached to a towing vehicle. This includes, the 24 hour, period immediately prior to and returning from **You** or **Your Family** using or visiting **Your Caravan** for holiday purposes.

Market Value

The value of the **Caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.

Money

Cash, bank or currency notes, cheques, traveller's cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

New for Old

The value of a new **Caravan** of a similar or same make and model as detailed in **Your Schedule**.

Not In Use

When **Your Caravan** is in storage at the **Storage Address** or when **Your Caravan** is not going to be, **In Use**.

Period of Insurance

The period shown in **Your Schedule** for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premium.

Permanent Residence

Any **Home** occupied by **You** or **Your Family** as the main domestic residence whether temporary or permanent.

Personal Holiday Use

The use of the **Caravan, Contents, Awning and Equipment** as temporary personal accommodation for **You** and **Your Family**, whilst away from **Your Permanent Residence**. **Personal Holiday Use** includes use as personal accommodation during trade shows that relate to **Your** business or hobbies.

Policy

The combination of all of the parts **You** have chosen to purchase.

Schedule

The document giving details of the **Period of Insurance, Your** cover, the premium and the **Policy** number.

Security Devices

The devices, as detailed in **Your Schedule**, owned by **You** that are attached to, or activated with a mind to increasing the security of **Your Caravan**.

Statement of Fact

The document that details the cover **We** have provided, including the information **You** provided when **We** prepared **Your** quotation or renewal invitation.



Storage Address

Your home or an address that **You** have given **Us** and **We** have accepted.

Sums Insured

The value that **You** have chosen to represent the replacement cost of the property to be insured.

Towing

Whilst **Your Caravan** is attached to a mechanically propelled vehicle, owned or used by the policyholder.

Unattended

When the caravan is **In Use** and **You** have temporarily moved away from the **Caravan**.

United Kingdom

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

Valuables

Any article made from precious metal, china, porcelain, jewellery, fur, watches, mobile phones, laptop computers, tablet computers, computers, binoculars, telescopes, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We/Us/Our

The Insurers detailed on the **Schedule**.

You/Your

Person/Persons named as the policyholder/s on the **Schedule**.

Your Family

Your spouse or **Your** partner; **Your** children or other relatives.

Part A – Your Cover

Your Schedule will show the cover **You** have selected and paid for under this part. **We** agree to provide the insurance described and subject to the terms, conditions, exclusions and limitations as described below and on pages 16-21 of the **Policy**. To make sure **You** get the most from the cover, please take time to read the details carefully.

We will pay for	We will not pay for
	The Excess as shown in Your Schedule. Any damage caused whilst outside of the geographical location, selected by You and shown in Your Schedule.
A. Loss or damage to Your Awning Caravan, Contents and Equipment caused by: a) fire, explosion, lightning and earthquake; b) storm or Flood; c) malicious acts or vandalism; d) theft or attempted theft;	Loss or damage to Caravan generators or damage to the Caravan resulting from using generators. (a) Any fire damage intentionally caused by You or anyone lawfully in the Caravan. (b) Any Storm or Flood damage caused to Contents left in the open. (c) Any loss or damage intentionally caused by You or anyone lawfully in the Caravan. (d) Theft of Contents whilst outside the Caravan and Awning. Theft of or loss or damage to Money, Valuables, firearms, wines, spirits and tobacco goods. Theft of or loss or damage to the Caravan, Contents, Equipment and/or Awnings while the Caravan is In Use, and Unattended unless a Wheel Clamp, or Hitch Lock or Chassis Secure Wheel Lock and all Security Devices detailed in Your Schedule are activated and fully operative at the time of the incident, or alternatively, with the wheels removed unless the wheels have been stored away from the Caravan and all Security Devices detailed in Your Schedule are activated and fully operative at the time of the incident. Theft of or loss or damage to the Caravan, Contents, Equipment and/or Awnings while the Caravan is Not In Use unless: i. it is kept at Your Home or at a Storage Address You have told Us about; and ii. all Security Devices detailed on Your Schedule are activated and fully operative at the time of the incident. Damage to Caravan, Contents and Equipment by theft or attempted theft while the Caravan is left unattended without the doors and windows being closed and locked. Theft of electronic or electrical equipment whilst left in the Caravan whilst not In Use.



We will pay for	We will not pay for
e) Accidental Damage during Towing	(e) Damage to tyres by punctures, cuts, bursts or braking. Accidental Damage during Towing unless: (a) the Caravan is attached to a towing vehicle at the time of the loss or; the Caravan had not been deliberately uncoupled from the towing vehicle; and (b) the vehicle used for Towing the Caravan is suitable for such use. (c) The driver of the towing vehicle holds the appropriate license for the vehicle and towing requirements set out by the DVLA.
B. Emergency Removal If You Caravan cannot be moved as a result of loss or damage while In Use, We will reimburse You the costs You reasonably have to pay to: a) recover the Caravan from the scene of a road traffic accident; b) remove the Caravan from the premises of a recovery company to the nearest approved repairer; c) re-deliver the Caravan to You at Your Home or storage address as shown in Your Schedule.	B) Emergency removal where the caravan is unable to be moved due to an inability to conform to the DVLA licensing regulations.
C. Loss of Use If You cannot stay in Your Caravan as a result of loss or damage covered under Sub Section A of Part A, and You decide to continue with Your holiday, We may pay up to £2,000 in respect of the extra costs You reasonably have to pay for including: a) hotel accommodation costs for up to 14 days; or b) hire costs for a replacement caravan for up to 14 days.	C) Food and drink.
D. Additional Benefits When the Caravan is In Use, Contents, will be covered whilst kept in the Awning. The maximum amount We will pay is 10% of the sum insured or £500 whichever is the less, as long as the sum insured is enough to cover the Contents.	The Excess as shown in Your Schedule. Any Contents kept in an Awning when the Caravan is not In Use.

Part B – Your Additional Covers

Accidental Damage

The additional covers below only apply if noted on **Your Schedule** as operative and are subject to, the exclusions and additional terms, noted below.

We will pay for	We will not pay for
Damage to Your Awning, Caravan, Contents and Equipment caused by: Accidental Damage	The Excess as shown in Your Schedule . Accidental Damage to Valuables . Damage to the Awning, Caravan, Contents and Equipment while the Caravan is not In Use unless it is kept at Your Home or at a Storage Address You have told Us about.

No Claims Discount

At the inception/renewal of **Your Policy**, **We**, will give **You** a no claim discount for each claim-free year up to the maximum entitlement. This no claims discount (NCD) will be included automatically in **Your Policy** premium. However, this is not a guarantee that **Your** premium will not rise.

If **You** have not chosen to protect **Your** NCD, each claim in the **Period of Insurance** will reduce the discount by two years.

Protected No Claims Discount

Once **You** have earned 3 years no claims discount **You**, can choose to protect the discount if **You** pay an extra premium at each renewal. If **You** choose Protected No Claims Discount and pay the extra premium for this, **We**, will not reduce **Your** discount when **You** renew **Your Policy** if **You** have made only one claim in the **Period of Insurance**. If **You** make more than one claim in the same **Period of Insurance** **Your** No claim discount (NCD) will be reduced by two years for each additional claim made.

Please note, Protected No Claims Discount does not protect the overall price of **Your** insurance **Policy**. The tables on the page overleaf show how this works both with and without NCD protection.



No claims discount at next renewal date without NCD protection				
Number of years of No Claims Discount	1 claim during the Period of Insurance	2 claims during the Period of Insurance	3 claims during the Period of Insurance	4 claims during the Period of Insurance
1 year	Nil	Nil	Nil	Nil
2 years	Nil	Nil	Nil	Nil
3 years	1	Nil	Nil	Nil
4 years	2	Nil	Nil	Nil
5 years	3	1	Nil	Nil
6 years or more	4	2	Nil	Nil

No claims discount at next renewal date NCD protection				
Number of years of No Claims Discount	1 claim during the Period of Insurance	2 claims during the Period of Insurance	3 claims during the Period of Insurance	4 claims during the Period of Insurance
3 years	3	1	Nil	Nil
4 years	4	2	Nil	Nil
5 years	5	3	Nil	Nil
6 years or more	6 or more	4	2	Nil

Your Policy Schedule will show if **You** have chosen this additional cover option.

Settling Claims under – Part A

Your Cover, Part B Accidental Damage

Caravan, Awning and Equipment

Your Schedule will detail the basis of claims settlement **Your Caravan, Awning and Equipment** that **You** chose when **You** purchased or renewed this **Policy**.

New for Old

We will either pay the cost of repairing the **Caravan, Awning** and/or **Equipment** or if the **Caravan, Awning** and **Equipment** is damaged beyond economical repair and **You** have opted for **New for Old** cover, **We** will pay the cost of replacing it with the nearest equivalent make and model (subject to availability) and subject to the limit of the sums insured shown in the **Schedule**. **Your Sums Insured** must cover the cost of a new **caravan** of the same or similar make and model and **You** must be able to provide the original purchase receipt. For any section of cover **We** will not pay more than the sum insured stated in each section of **Your Schedule**.

Market Value

We will either pay the cost of repairing the **Caravan, Awning** and/or **Equipment** or if the **Caravan, Awning** and **Equipment** are damaged beyond economical repair and **You** have opted for **Market Value** cover, **We** will pay the value of it, taking into account its type, age, wear and tear and general condition in the open market at the time of the loss. For any section of cover **We** will not pay more than the sum insured stated in each section of **Your Schedule**.

Contents

We will at **Our** option:

- a) replace the item(s) as new, less an amount for wear, tear and depreciation; or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new, less an amount for wear, tear and depreciation.

The **Sums Insured** should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation.

In respect of any one claim **We** will not pay more than:

- a) the **Sums Insured** as stated on **Your Schedule**.
- b) £500 any one item for **Contents**.

The **Sums Insured** will not be reduced by the amount of any claim.

Underinsurance

If the **Sums Insured** is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the **Sums Insured** bears to the full replacement cost.

For example, if the **Sums Insured** represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.



Matching sets and suites

We will pay **You** for damaged items that form part of a matching set or suite, but cover will not extend to include the other undamaged items of the set or suite. For example, if **You** damage one chair from a set the damaged chair will be repaired or replaced but not the undamaged chairs that form part of the whole set.

If the damaged items cannot be matched or replaced, **We** will pay up to 50% towards the replacement of the undamaged item(s).

Part C – Your Liability to others

We will insure the amounts that **You** are legally liable to pay for causing accidental bodily injury death or disease, accidental loss or damage to property arising out of **You** owning, possessing or using the **Caravan, Awning, Equipment** or the **Contents** that happens within the Geographical Limits as shown on the **Schedule**.

We will pay for	We will not pay for
Up to £5,000,000 for: - damages or compensation to any person for the injury or damage caused - their legal costs to claim compensation from You Your costs for defending the claim. If You or Your Family are legally liable for causing death, bodily injury or illness to any person, or damage to their property happening during the Period of Insurance and arising from an accident involving the Caravan. In addition, We will pay: - costs - in relation to any event that may be covered by this section, the Solicitor's fees incurred: - at any coroner's inquest - at any fatal injury - for defending in any Court of Summary Jurisdiction provided Our written consent has been obtained.	Liability arising directly or indirectly while You are Towing the Caravan. Liability arising from the Caravan being used for any trade or business purpose. Liability for any person other than You or Your Family, unless the person seeking the benefit of the cover: - observes the terms and conditions of this Policy and - is not entitled to cover under any other Policy. Liability for death, bodily injury or illness to: You or Your Family; or - Any employee of You, Your Family, or any person to whom the Caravan is lent. Liability arising from loss of or Damage to any property You, Your Family or Your domestic employees own or that You are responsible for.



How to make a Claim

Please see pages 4 and 14 for full contact details.

a. Loss of or damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) As soon as reasonably practicable report to the police any theft, malicious damage, vandalism or loss of property.
- ii) As soon as reasonably practicable report to the credit card company any loss or theft of credit cards.
- iii) Advise Everywhen as soon as reasonably practicable and at **Your** expense provide full written details and proofs as requested by them.
- iv) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) Advise Everywhen as soon as reasonably practicable and provide full written details and assistance as requested by them.
- ii) As soon as reasonably practicable send Everywhen any letter or other legal document issued against **You** or **Your Family** without answering it.
- iii) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Conduct of Claims

a. Our Rights

In the event of a claim **We** may:

- i) Enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) Take over and control proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

b. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably practicable by email: **leisurehomeclaims@davies-group.com** or by post: Everywhen, PO Box 800, Elland HX1 9ET. **We** recommend that **You** let **Us** know by recorded delivery post.

If the property is recovered before the payment of the claim **You** must take it back and **We** will then pay for any change.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

Part D – Legal Expenses

Your Schedule will show the cover **You** have selected and paid for under this part of the **Policy**. **We** agree to provide the insurance described, subject to the terms, conditions, exclusions and limitations as described below and on pages 16-21 of the **Policy**. To make sure **You** get the most from the cover, please take time to read the details carefully.

1. **Reasonable Prospects** exist (other than in respect of insured incident 2 Motor prosecution defence) for the duration of the claim
2. the **Date of Occurrence** of the insured incident is during the **Period of Insurance**
3. any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**
4. the insured incident happens within the **Countries Covered**.

We will pay for	We will not pay for
We will pay an Appointed Representative, on behalf of an Insured Person, Costs and Expenses incurred following an insured incident, provided that: (a) the most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000 (b) the most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm. The amount We will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. The amount may vary from time to time (c) in respect of an appeal or the defence of an appeal, the Insured Person must tell Us within the time limits allowed that they want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist and for insured incident 2 Motor prosecution defence, We must have defended the original motoring prosecution (d) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award.	In the event of a claim, if an Insured Person decides not to use the services of a Preferred Law Firm, they will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.



Insured Incidents

The following incidents as outlined below:

We will pay for	We will not pay for
1a) Uninsured Loss Recovery Costs and Expenses incurred to recover Uninsured Losses after an event which causes: (a) damage to the Insured Caravan or to any property belonging to an Insured Person in or on the Insured Caravan; and/or (b) death or bodily injury to an Insured Person whilst travelling in or on the Insured Caravan.	
1b) Dispute with Your insurer A dispute with Your insurer if they refuse to provide indemnity under a Policy covering the Insured Caravan.	
2) Motor Prosecution Defence Costs and Expenses incurred to defend an Insured Person's legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the Insured Caravan, which the Insured Person has notified Us of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the Insured Person is notified of a prosecution any other way.	Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

We will pay for	We will not pay for
3) Motor Contract Disputes Costs and Expenses incurred in respect of a dispute arising from an agreement or an alleged agreement which You have entered into in a personal capacity for the: (a) buying, selling or hiring of the Insured Caravan or its spare parts or accessories (b) service, repair or testing of the Insured Caravan. Provided that: (i) You must have entered into the agreement or alleged agreement during the Period of Insurance, And (ii) the amount in dispute must be more than £250 (including VAT).	The settlement payable under an insurance policy. We will cover a dispute if Your insurer refuses Your claim, but not for a dispute over the amount of the claim.



We will pay for	We will not pay for
4) Replacement Caravan Hire We will make the arrangements for caravan hire for You within the Countries Covered and We will pay Your Caravan Hire Costs following an accident involving the Insured Caravan and another vehicle, as long as: (a) the Insured Caravan cannot be used, and (b) the accident was entirely the other person's fault Provided that: (i) You must agree to Us trying to recover any Caravan Hire Costs in Your name, and any costs recovered must be paid to Us (ii) We will choose the vehicle hire company and the type of caravan to be hired (iii) We will decide how long a caravan can be hired for (iv) You must tell Us as soon as the Insured Caravan becomes available for You to use again (v) You must meet the age and licensing rules of the caravan hire company We choose and must follow any terms and conditions of hire.	Caravan Hire Costs if You are: i) claiming against a person who does not have valid motor insurance or cannot be identified or traced; or ii) when You make Your own arrangements for caravan hire after an insured incident.

Please note there may sometimes be circumstances, such as local unavailability, in which **We** are unable to provide a comparable replacement vehicle. In such cases **We** will try to provide an alternative replacement vehicle. If this is not possible **We** will still seek to recover **Your Uninsured Losses** for the loss of use of the **Insured Caravan**.

Definitions

The definitions listed below apply solely to this part of the **Policy**. The following words have these meanings wherever they appear in **Bold**. Additional words, expressions and phrases that appear in **Bold**, have been defined on pages 22-24 of the **Policy**.

Appointed Representative

The **Preferred Law Firm**, law firm or other suitably qualified person **We** will appoint to act on an **Insured Person's** behalf.

Caravan Hire Costs

The cost of hiring a comparable replacement caravan for one continuous period **We** agree to.

Costs and Expenses

- (a) All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with **Our** agreement.

Countries Covered

For insured incidents (1-3).

1 UNINSURED LOSS RECOVERY AND PERSONAL INJURY, 2 MOTOR PROSECUTION DEFENCE and 3 MOTOR CONTRACT DISPUTES

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For insured incident 4 REPLACEMENT HIRE VEHICLE

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

DAS Standard Terms of Appointment

The terms and conditions (including the amount **We** will pay to an **Appointed Representative** that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** first became aware of it.)
- (b) For motoring offences, the date of the motor offence an **Insured Person** is alleged to have committed. If there is more than one offence arising at different times, the **Date of Occurrence** is the date an **Insured Person** began, or is alleged to have begun, to break the law.

Insured Caravan

The **Caravan** or motor caravan covered by the **Caravan** insurance policy to which this policy attaches. Any other caravan or motor caravan borrowed or hired by **You**. Losses suffered by the owner of such a borrowed or hired caravan are not normally covered.

Insured Person

You, and any passenger or driver who is in or on the **Insured Caravan** with **Your** permission. Anyone claiming under this policy must have **Your** agreement to claim.



Motor Claims Centre

This centre carries out recovery, hire and repair services and deals with the administration of **Your** claim.

Period of Insurance

The period for which **We** have agreed to cover **You** and is shown on **Your Policy Schedule**.

Preferred Law Firm

A law firm or barristers' chambers **We** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **Insured Person's** claim and must comply with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable Prospects

The prospects that an **Insured Person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **Preferred Law Firm** on **Our** behalf, will assess whether there are **Reasonable Prospects**.

Uninsured Losses

Losses which **You** have incurred as a result of a road traffic accident which was not **Your** fault, and which are not covered under the **Caravan** insurance to which this cover attaches.

We/Us/Our/DAS

DAS Legal Expenses Insurance Company Limited.

You/Your

Person/persons named as the policyholder on the **Policy Schedule**.

Conditions and Exclusions

The following applies solely to this part of the **Policy**, conditions and exclusions which apply to the whole **Policy** are outlined on pages 16-21. Please refer for full details.

Conditions

1. An insured person's legal representation

- (a) On receiving a claim, if legal representation is necessary, **We**, will appoint a **Preferred Law Firm** as an **Insured Person's Appointed Representative** to deal with their claim. They will try to settle the **Insured Person's** claim by negotiation without having to go to court.
- (b) If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
- (c) If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm**, **We**, will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However, if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting as the **Appointed Representative**) is currently £100 per hour. The amount may vary from time to time.
- (d) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

2. An Insured Person's responsibilities

- (a) An **Insured Person** must co-operate fully with **Us** and the **Appointed Representative**.
- (b) An **Insured Person** must give the **Appointed Representative** any instructions that **We** ask them to.

3. Offers to settle a claim

- (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **Our** written consent.
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We**, may refuse to pay further legal costs.
- (c) **We** may decide to pay the **Insured Person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **Insured Person** must allow **Us** to take over and pursue or settle any claim in their name. The **Insured Person** must also allow **Us** to pursue at **Our** own expense and for **Our** own benefit, any claim for compensation against any other person and the **Insured Person** must give **Us** all the information and help **We** need to do so.

4. Assessing and recovering costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have legal costs taxed, assessed or audited if **We** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** that **We** have to pay and must pay **Us** any amounts that are recovered.



5. Cancelling an Appointed Representative's appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if the **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end immediately, unless **We** agree to appoint another **Appointed Representative**.

6. Withdrawing cover

If an **Insured Person** settles or withdraws a claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim from the **Insured Person** any **Costs and Expenses** **We** have paid.

7. Expert opinion

We may require the **Insured Person** to get, at their own expense, an opinion from an expert that **We** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **Us** and the cost agreed in writing between **You** and **Us**. Subject to this, **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between an **Insured Person** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure, the **Insured Person** can contact the Financial Ombudsman Service for help. Alternatively, there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **Insured Person** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide.

Exclusions

We will not pay for the following:

1. Late reported claims

A claim where the **Insured Person** has failed to notify **Us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **We** consider **Our** position has been prejudiced.

2. Costs we have not agreed

Costs and Expenses or **Caravan Hire Costs** incurred before **Our** acceptance of a claim. If **We** agree to pay **Caravan Hire Costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **We** will not pay any further **Caravan Hire Costs**. However, **We** will not seek to recover any costs from **You** that **We** have already paid provided the accident details **You** have supplied are true and complete.

3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.

4. Legal action we have not agreed

Any legal action an **Insured Person** takes that **We** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.

5. Uninsured drivers

The **Insured Caravan** being towed by anyone who does not have valid motor insurance.

6. A dispute with DAS

A dispute with **Us** not otherwise dealt with under policy condition 8.

7. Judicial review

Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Litigant in person

Any claim where an **Insured Person** is not represented by a law firm or barrister.



Important Information

You are now protected by **Europe's** leading legal expenses insurer. If **You** are involved in a motor accident, face prosecution for a motoring offence, require assistance in a contract dispute regarding the **Insured Caravan** or need legal advice, **We**, are here to help **You** 24 hours a day, 365 days a year.

DAS Legal Expenses Insurance Company Limited ('DAS') is the underwriter and provides the legal protection insurance under **Your** policy. The legal advice service is provided by DAS Law Limited and/or a **Preferred Law Firm** on behalf of **DAS**.

Cancellation

For **Your** cancellation rights, please refer to page 5.

How we can help

If **You** are involved in an accident which was not **Your** fault, **We**, will help **You** recover **Your Uninsured Losses** from the person who caused the accident, either through **Our Motor Claims Centre** or by appointing a lawyer. **Uninsured Losses** could include the cost of repairing or replacing the **Insured Caravan, Your Caravan Insurance Policy Excess**, compensation following injury or other out of pocket expenses.

If the accident was entirely the other person's fault and the **Insured Caravan** cannot be used, **We**, can arrange to supply **You** with a comparable replacement hire caravan until the **Insured Caravan** can be repaired.

We will do so only if **You** meet the hire company's terms and conditions of hire. For **Us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey. Where the driver at fault is uninsured or cannot be traced, **We**, will assist **You** in making a claim to the Motor Insurers' Bureau.

We can also defend **You** against motoring prosecutions, and assist **You** in contract disputes related to the **Insured Caravan**.

When you need to make a claim

Phone **Us** on **0330 018 2293** as soon as possible after **Your** accident to speak with one of **Our** dedicated customer claims handlers. If **You** are calling outside of the UK, please phone **Us** on **+44 330 018 2293**.

If you need any other help from us

If **You** wish to speak to **Our** legal teams about a legal problem related to motoring, please phone **Us** on **0344 893 9027**. **We** will ask **You** about **Your** legal issue and if necessary call **You** back to give **You** legal advice.

Please do not ask for help from a lawyer or hire a caravan before **We** have agreed. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

Our helpline services

At **DAS**, **We**, offer a number of advice services, it operates 24 hours a day, seven days a week, **We**, pride ourselves in being there when **You** need **Us**.

How it works

An **Insured Person** can contact **Our** UK-based call centre 24 hours a day, seven days a week. However, **We**, may need to arrange to call the **Insured Person** back depending on their enquiry. To help **Us** check and improve **Our** service standards, **We**, may record all inbound and outbound calls except those to the counselling service. When phoning, please tell **Us** **Your** policy number and the name of the insurance provider who sold **You** this cover.

We will do everything in **Our** control to be there when **You**, need **Us** but cannot accept responsibility if **Our** helpline service is unavailable for reasons outside **Our** control.

CALL 0344 893 9012 for Our Counselling Service 0344 893 9027 for all others (see below)

Legal advice service

We will provide an **Insured Person** with confidential legal advice over the phone on any motoring issue, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the **Insured Person** calls outside these times, a message will be taken and a return call arranged within operating hours.

Tax advice service

We will provide an **Insured Person** with confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am-5pm, Monday to Friday, excluding public and bank holidays.

If the **Insured Person** calls outside these times, a message will be taken and a return call arranged within operating hours.

Health and medical information service

We provide an **Insured Person** with information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **Insured Person's** area, including local NHS dentists. Health and medical information is provided by qualified nurses 9am-5pm, Monday to Friday, excluding public and bank holidays.

If the **Insured Person** calls outside these times, a message will be taken and a return call arranged within operating hours.

Counselling service

We will provide an **Insured Person** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. The **Insured Person** will pay any costs for using the services to which they are referred. This helpline is available 24 hours a day, seven days a week.



Part E – Key Protection

Your Schedule will show the cover **You** have selected and paid for under this part of the **Policy**. **We** agree to provide the insurance described, subject to the terms, conditions, exclusions and limitations as described below and on pages 16-21 of the **Policy**. To make sure **You** get the most from the cover, please take time to read the details carefully.

We will pay for	We will not pay for
- When Your Insured Keys are lost, stolen or damaged by Accidental Means within the Territorial Limits, the Insurer will pay up to the Level of Indemnity in any one Period of Insurance in respect of: - locksmiths' charges; - new locks (if a Security Risk has arisen); and - replacement Insured Keys - Cost for vehicle hire or reasonable travel expenses if Your Vehicle is unusable as a result of the Insured Keys being lost, stolen or damaged by Accidental Means: - Up to £50 per day for a maximum of 3 days for a hire vehicle such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4); or - Up to £50 per day for a maximum of 3 days towards reasonable travel expenses. - The cost incurred for Onward Transportation to get You to Your destination if You are Stranded due to the Insured Keys being lost, stolen or damaged by Accidental Means, up to a maximum of £300. - If Your Insured Keys are locked in Your property or Vehicle You must report this to Us before proceeding with Your own locksmith. Upon validation of Your claim, the Insurer will reimburse You for costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the Level of Indemnity. Insured Keys that are unusable due to being damaged or broken in the lock or ignition, up to the Level of Indemnity. - Up to £250 per incident towards replacing, repairing or reprogramming a key, damaged as a result of Wear and Tear or ageing.	Please see Exclusions listed on pages 20-21, 39-41 and 47-48. We will pay no more than £1,500 in total in any one Period of Insurance for any and all claims. - Any Insured Keys that have been lost or stolen for a period of less than 3 days (unless We are satisfied that a delay would cause undue hardship or significant expense). The decision as to what constitutes undue hardship or significant expense will be made by Us and may depend upon whether You can access Your Home or Vehicle during the 3 day wait period or there is a Security Risk following the loss or theft of the Insured Keys. - Locks damaged over time by Wear and Tear or general maintenance. - More than £250 towards keys damaged over time by Wear and Tear or general maintenance. - Claims arising as a result of the use of the Vehicle for any purpose in connection with the motor trade. - Any Insured Keys that are lost, damaged by Accidental Means or stolen and not reported to Us within 30 days of the Insured Event. - Where Your Insured Keys have been left unattended, not within Your sight at all times, and out of Your arms-length reach. - Locks which were previously damaged prior to the loss or theft of Your Insured Keys. - Claims where only the lock is damaged. - Claims for damaged keys which was not caused by Accidental Means. Insured Keys that are lost or damaged by Accidental Means by someone other than You.

Care, custody and control

There are a number of ways in which **You** can take precautions to better protect **Your** keys to reduce them being lost, stolen or damaged, as follows:

- a) Never attach anything to **Your** keys that contains **Your** name, address or any details of where **Your Vehicle** may frequently be parked and never leave keys unattended;
- b) Never hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching, or may guess where keys may be hidden;
- c) Never leave doors unlocked or windows open when leaving the **Home** or **Vehicle** unattended;
- d) Never leave **Your** keys in **Your Vehicle**, even for a moment, especially when **You** are visiting petrol stations, or whilst loading or unloading **Your Vehicle**. Always lock **Your Vehicle** when leaving it;
- e) When visiting facilities such as, but not limited to, swimming pools, sports clubs and amusement parks and **You** are not in a position to keep **Your** keys on **Your** person, **Your** keys must be fully hidden from view and stored in a safe and lockable compartment or locker;
- f) Do not keep duplicate keys on the same key ring as **Your** main keys;
- g) Burglars are increasingly turning to key crime as sophisticated security measures are now fitted as standard to new vehicles, and have been known to break into **Homes** and offices just to steal vehicle keys. Never leave keys close to the front door where they can be seen.



Definitions, Conditions and Exclusions

The following apply to this part only. Definitions, Conditions and Exclusions that apply to the whole **Policy** are outlined on pages 16-24, please refer for full details.

Definitions

Any word or expression to which a specific meaning is attached will bear the same meaning throughout and is in **Bold**.

Accidental Means

The sudden and unexpected event that caused damage to the **Insured Keys** which is not otherwise specifically excluded from this policy.

Home

A building owned or rented by **You** and occupied by **You** as **Your** main residence which is used solely for domestic residential purposes and is situated within the **Territorial Limits**.

Insured Event

The loss, theft or damage by **Accidental Means** of any **Insured Key**, or any **Insured Key** locked inside **Your Home** or **Vehicle** during the **Period of Insurance**.

Insured Key/Keys

Your Vehicle, Home or office keys (including security safe keys and any immobiliser, infrared handset and/or alarm which is integral to any insured key if it cannot be repaired or reprogrammed).

Insurer

Collinson Insurance.

Level of Indemnity

- £1,500 for keys lost, stolen or damaged by **Accidental Means**.
- £100 for keys locked in **Your** property or **Vehicle**.
- £100 for keys broken in lock or ignition.
- £250 for replacing, repairing or reprogramming a key, damaged as a result of **Wear and Tear** or ageing.

Onward Transportation

The transport to allow **You** to reach **Your** destination within the **Territorial Limits** following an **Insured Event** which has left **You Stranded**.

Period of Insurance

12 months from the date of inception of this policy.

Security Risk

The risk arising from the accidental loss or theft of an **Insured Key** whilst in **Your** personal custody which means it may be possible for someone who found the key to trace it to **Your Vehicle** or property. The decision as to whether or not **Your** lost **Insured Keys** presents a **Security Risk** will be made by **Us**.

Stranded

Unable to leave **Your** location/reach **Your** final destination following an **Insured Event**.

Territorial Limits

Great Britain, Northern Ireland, Channel Islands, the Isle of Man and the European Union.

Vehicle

Any motor vehicle or caravan owned by **You** or for which **You** are responsible, associated with **Your Insured Keys**.

Wear and Tear

Damage that naturally and inevitably occurs as a result of normal wear or ageing.

We/Our/Us

Motorplus Limited t/a Coplus underwritten by Collinson Insurance.

You/Your/Insured

The policyholder along with **Your** spouse or partner, **Your** parents or parents-in-law or **Your** children that resides at the same address as the policyholder, including named drivers of the **Vehicle**. Where the policyholder is a company this includes employees of the company, employed by the company during the **Period of Insurance** who are authorised to use the relevant **Vehicle** or property.

Conditions

1. Claims

You must notify **Us** within 30 days of any event which gives or may give rise to a claim, complete any forms requested by **Us** or **Your** insurance broker and promptly supply all information including any receipts and invoices for payment as required. If an **Insured Key** has been stolen it must be reported to the police immediately and a crime reference number obtained. If **You** do not own **Your** property and **Your** claim is in relation to the keys to **Your Home**, **We** may require permission from the owner, landlord or managing agent of the property to replace lost or stolen keys.

2. Arbitration Clause

In the event of a disagreement between **You** and **Us**, **Our** aim is to make things simple and fair. If the matter cannot be resolved via **Our** complaints procedure then **You** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **We** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing. In case **We** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **Us** choose someone. The arbitrator's decision is final, and **We** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **You**, they are not covered under this policy. This arbitration condition does not affect **Your** rights to take separate legal action.



Exclusions

The following exclusions apply to this part of the **Policy**:

1. **We** will not replace locks or **Insured Keys** to a higher specification to those that are lost, damaged or stolen.
2. Costs incurred where **We** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **You** fail to attend. **You** may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if **You** fail to notify **Us** of any changes to attend the agreed location.
3. Costs incurred where **You** make alternative arrangements with a third party, after **We**, have already instructed a locksmith or other tradesman to attend a particular location. **You** may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if **You** fail to notify **Us** of any changes.
4. Claims arising as a result of **Your** failure to take reasonable steps to protect the **Insured Keys**, including but not limited to those detailed in the General Conditions – Care, custody and control section above.
5. Any claims where proof of payment is not provided, such as valid receipts or tickets.
6. Any incident which occurs within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
7. Loss or theft of, or damage to **Insured Keys** occurring outside the **Period of Insurance**.
8. If **Your Insured Key** ceases to function correctly a diagnostic check may be requested at **Your** own expense. This is to confirm if the fault is with the **Insured Key** or the **Vehicle**. Only faults identified as relating to the **Insured Key** are covered under this policy.
9. Any associated costs (other than the cost of replacing the **Insured Key(s)**) if there are duplicate keys available to **You** immediately or within a reasonable period of time, unless **We** are satisfied that accessing **Your** duplicate keys would cause undue hardship or significant expense). The decision as to what constitutes undue hardship or significant expense will be made by **Us** and may depend upon how easily **You** can access **Your** duplicate keys.
10. Keys which are given to **You** for safekeeping by a relative, friend, neighbour or employer.
11. Any loss of earnings or profits which **You** suffer as a result of the loss or theft of, or damage to an **Insured Key**.
12. Stolen **Insured Keys** which have not been reported to the police and a valid crime reference provided to **Us**.
13. Cost incurred where **You** have appointed **Your** own locksmith or other tradesmen prior to **Our** consent.
14. Damage caused by any animal including domestic pets.
15. The recovery of **Your Vehicle** or any costs associated with the recovery of **Your Vehicle**.
16. Any claims arising from any deliberate or criminal act or omission by **You**.
17. Multiple claims for the same **Insured Keys** which have been damaged by the same lock, where the lock has not been repaired or replaced by the insured.
18. Any claim for duplicate keys.

How to Make a Claim

In the event of a claim, please contact **Us** as soon as reasonably possible and within 30 days from the date of the **Insured Event** giving **Us** as much information as **You** can about what has happened to bring about the claim.

Telephone: **0333 241 9574**
Email: **keyclaims@motorplus.co.uk**
Online claims form: **key.coplus.co.uk**

Or **You** can write to **Us** at:

Motorplus Claims
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Claims must be reported to **Us** within 30 days of occurrence and if an **Insured Key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

In order for **Us** to help **You** more efficiently, please quote 'Key Insurance' in all communications.

The claims line is open 24 hours a day, 365 days a year to assist **You**.



Privacy Statement

For full details of how **We** protect **Your** privacy and process **Your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting coplus.co.uk/data-privacy-notice

Collinson Insurance Privacy Notice

How We use the information about You

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**;
- issue **You** this insurance policy;
- deal with any claims or requests for assistance that **You** may have;
- service **Your** policy (including claims and policy administration, payments and other transactions);
- detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed;
- protect **Our** legitimate interests.

To administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting cifas.org.uk/fpn and insurancefraudbureau.org/privacy-policy



Processing Your data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **You** have with **Us**;
- is in the public or **Your** vital interest; or
- for **Our** legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for **Your** consent to process **Your** data.

How We store and protect Your information

All personal information collected by **Us** is stored on secure servers which are either in the **United Kingdom** or European Union.

We will need to keep and process **Your** personal information during the **Period of Insurance** and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in **Our** offices to protect the information that **You** have given **Us**.

How You can access Your information and correct anything which is wrong

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Email address: **data.protection@collinsongroup.com**

Postal address: 3 More London Riverside, London SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service, or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints Manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at **ico.org.uk**



Everywhen

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