

# STATIC CARAVAN INSURANCE POLICY

POLICY DOCUMENT



### ABOUT YOUR INSURANCE

#### WELCOME TO YOUR PING INSURE STATIC CARAVAN INSURANCE POLICY DOCUMENT.

This insurance was arranged by Ping Insure Limited and is underwritten by Novus Underwriting Limited on behalf of Millennium Insurance Company Limited .

Ping Insure Limited is an appointed representative of Summit Insurance Services Limited and regulated by the Financial Conduct Authority, Firm Reference Number: 815365

Millennium Insurance Limited, regulated by the Gibraltar Financial Services Commission ("GFSC") under the Financial Services (Insurance Companies) Act to carry on insurance business. Reg No.82939. Its principle office is PO Box 1314, 13 Ragged Staff Wharf, Queensway Quay, Gibraltar, GX11 1AA

As Ping Insure Limited acts as agent for the **Insurer**, monies paid to (or held by) Ping Insure Limited in relation to the insurance contract are treated as having been paid to (or held by) the **Insurer**.

Please take time to read the contents of this Policy including how to make a claim. The proposal or statement of facts and declaration made and agreed to by **You** is the basis of and shall form part of this contract.

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

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

 ping Insure

### HOW TO MAKE A CLAIM – CARAVAN INSURANCE

If You need to make a claim, We have a simple online claims process which You can access at:

\* <https://mbginsurance.co.uk/claims/caravan/caravans/>

\* Our Claims Helpline for immediate assistance and advice 0191 258 8123

The Claims Helpline operates 9am to 5pm Monday to Friday.

Alternatively, You can email the Claims Administrator at [caravaninsurance@mbginsurance.com](mailto:caravaninsurance@mbginsurance.com)

You will be asked to provide details of Your claim to one of the advisors. This notification must be within 14 days of the incident that has led to the claim.

You may take action of a temporary nature to protect the Caravan and make good any damage as a result of the incident such as boarding up damaged windows and doors.

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

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

If any person is claiming against You or Your Family, any correspondence You receive should not be answered but must be sent to the Claims Administrator without delay. Do not attempt to negotiate any claim without the written consent of the Claims Administrator.

You will be required to produce bona fide proof of ownership (e.g. CRIS registration document, purchase receipt or invoice) of Your Caravan and Caravan Contents in the event of a claim. Do not therefore leave any important documents in Your Caravan. Do not admit liability or promise to make any payment.

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

### CANCELLATION OF THE POLICY

#### Your Cancellation Rights

You have the right to cancel this policy within 14 days of the date You purchased the policy or when You received the policy documents if this is later. We will refund any Premium You have paid pro-rata for the time on cover, less any arrangement fee as shown on Your Policy Schedule, as long as You have not made a claim and do not intend to make a claim.

You can also cancel Your policy at any other time and receive a pro-rata refund of Your Premium based on the number of whole days of the original insurance period remaining, less any arrangement fee as shown on Your Policy Schedule, and any administration fee charged by the Administrator.

To cancel your policy, you will need to action the request, via Your Ping Insure online account

All cancellations, will need to be approved by Ping Insure.

If You have a premium finance arrangement in place, please refer to the terms of the agreement with the finance provider.

#### The Insurer's Cancellation Rights

We will not cancel Your policy during its lifetime unless You fail to pay the Premium due or You commit fraud. If We cancel Your policy We will do so in writing to the most recent address We have for You.

#### INSURED VALUES

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

If You do underinsure, payment made following a claim will be adjusted to reflect the percentage of underinsurance. You can increase Your Sum Insured at any time by contacting Ping Insure.

#### Changes in your circumstances

It is important that You keep Ping Insure advised of any change in Your circumstances. Your Policy has been based on the information You have given Ping Insure in the proposal and You must advise Ping Insure immediately of changes.

Where there is a change, and this results in an additional Premium and a administration charge will be made. Please refer to the IDD supplied by Ping Insure for full details.

#### POLICY DEFINITIONS

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

#### Accidental Damage

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

#### Administrator

Ping Insure Limited, New Broad Street House, 35 New Broad Street, London, EC2M 1NH

#### Audio and Visual Equipment

Television receivers, satellite dishes and receivers, radios.

#### Caravan

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

#### Caravan Contents

All items intended for use in, on or about the Caravan which are not permanently installed including Personal Effects, Clothing and Luggage and household goods whilst contained in the Caravan.

#### Claims Administrator

MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE28 9NZ

#### Collections

Stamp, medal, coin, firearm, and similar Collections of intrinsic value (not being Works of Art or Valuables).

#### Consequential Loss

We will only pay costs which are incurred as a direct consequence of the event which led to the claim You are making under this Policy. For example, We will not pay mobile telephone call charges following the loss of a mobile telephone.

### Credit Cards

**Credit Cards**, cheque guarantee cards and cash dispenser cards issued in the United Kingdom.

### Endorsement

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

### Excess

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

### Family

**Your spouse/partner/civil partner**, children or parents, other relatives and **Friends** as long as they have **Your** express permission to use **Your Caravan** and no formal hire agreement exists.

### Friends

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

### Immediate Vicinity

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

### In Use

When **You** or **Your Family** or **Friends** are using or visiting **Your Caravan** for holiday purposes.

### Licensed Holiday Static Caravan Site

The address at which **Your Caravan** is permanently sited, and which is approved by the appropriate local council and is registered as a **Licensed Holiday Static Caravan Site**.

### Limit of Indemnity

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

### Market Value

The current market value of the **Caravan** at the time of the loss or damage (as shown in the current edition of Glass's Guide to Caravan Values), taking into account the age of the Caravan and any deduction to reflect pre-accident condition.

### Money

Cash, bank or currency notes used as legal tender, cheques, postal, money, unused postage stamps (not in a collection), savings stamps and certificates, trading stamps (affixed in a book), phone cards, premium bonds, travellers' cheques, travel tickets, season tickets (when not recompensed by the issuing authority), air mile vouchers, gift voucher, all belonging to **You** or **Your Family**.

### New for Old

The cost of replacing **Your Caravan** with its new equivalent in the event of total loss including fees and associated costs.

Please note the maximum amount **We** will pay is limited to the **Sum Insured** as stated on **Your Policy Schedule**.

### Period of Insurance

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

### Permanent Residence

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

### Personal Effects, Clothing and Luggage

Wearing apparel and personal articles designed to be worn or carried on or about the person.

### Policy Schedule

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

### Premium

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

### Subsidence

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

### Sports Equipment

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

### Sum Insured

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

### Territorial Limits

The United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Valuables

Any article made from precious metal, porcelain, jewellery, fur, watches, video or photographic equipment, computers (including laptops, tablet computers, gaming consoles, associated peripherals and data), binoculars, telescopes, mobile phones of any kind (including their associated equipment), **Works of Art**, collections of any kind (e.g. stamps, medals, coins and trophies), and personal media or portable audio equipment (including MP3/DVD/CD players).

### We/Us/Our/Insurer/Underwriter

Novus Underwriting Limited on behalf of Millennium Insurance Company Limited

### Works of Art

Curios, objects d'art, sculptures, carvings, paintings, china, glass, antiques, pictures and drawings.

### You/Your/Insured

The person(s) named on the **Policy Schedule** as the person **Insured** by this Policy.

### SECTION 1 – CARAVAN AND CONTENTS

#### What is covered

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

- i. **Accidental Damage**, fire, lightning, explosion, earthquake, theft, malicious acts or vandalism, storm, flood, **Subsidence**, falling trees, aerials or masts, loss or damage as a result of freezing of fixed water or heating systems, escape of water or oil from fixed water or heating systems.

Settlement is limited to a maximum of the **Sum Insured** as stated on **Your Policy Schedule**. Settlement is subject to **Market Value** at the time of the loss (unless **You** have selected the **New for Old** cover option).

#### Your Caravan Contents

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

Settlement is limited to a maximum of the **Sum Insured** as stated on **Your Policy Schedule** and is subject to the **Market Value** at the time of loss.

#### What is NOT covered

- The amount of the **Excess** shown in the **Policy Schedule**
- **Accidental Damage to Caravan Contents**
- Loss or damage to **Money, Credit Cards, Valuables**, firearms, wines, spirits, and tobacco goods.
- Theft of **Caravan Contents** unless there is evidence of forcible and violent entry or exit to or from the **Caravan**
- Theft of **Caravan Contents** whilst outside the **Caravan**
- Pedal Cycles
- **Sports Equipment**
- Theft where security requirements as specified within **Your Policy Schedule** are not in force
- Any theft or loss arising from deception, or the use of stolen or forged or invalid cheques and the like
- Any claim for theft which is not reported to the police and a crime reference number obtained
- More than £1,000 for any one single item
- Loss or damage to:
  - i. awnings and tents caused by weather conditions
    - whilst the **Caravan** is not **In Use** or
    - if not attached securely to the **Caravan**
  - ii. tyres unless caused by an insured peril
  - iii. generators or damage to the **Caravan** resulting from using generators
  - iv. fences or gates unless the **Caravan** itself is damaged at the same time and by the same cause
- Malicious damage or loss caused by **You** or **Your Family** or **Friends** or a permitted occupant of **Your Caravan**
- Electrical or mechanical failure or breakdown
- Loss or damage caused by:
  - i. frost
  - ii. water seeping in through windows, doors, ventilators, body joints or seals
  - iii. the escape of water or oil or the freezing of water in any fixed water or heating installation between 1st November and 15th March in each year unless the damage occurs whilst the **Caravan**:
    - a. is occupied by **You**; and/or
    - b. has had the water turned off at the mains and all equipment **FULLY** drained down (other than in respect of proprietary sealed central heating systems containing antifreeze which has been fitted and maintained to the manufacturer's specification)
  - iv. wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation, or any gradually operating cause
- Loss or damage if **You** have not notified **Ping Insure** of any changes to the **Licensed Holiday Static Caravan Site** address or security arrangements of the **Caravan**
- More than £1,000 for any one single item insured under the **Caravan Contents** section
- The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched
- Loss due to delay or detention by authorities.

### EXTENSIONS

#### What is covered

This Section also insures **You** for:

##### A Additional Costs

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

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

##### B Alternative Accommodation

Additional payments while the **Caravan** is being used by **You** or **Your Family** for holiday purposes for hiring another equivalent **Caravan** or other alternative accommodation for a maximum of 15 days in any one **Period of Insurance** if the **Caravan** becomes uninhabitable as a result of loss or damage that is the subject of a valid claim that has been accepted by **Us** under Section 1 of **Your Policy**.

##### C Frozen Food

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

##### D Replacement Locks

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

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

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

#### What is NOT covered

Any amount exceeding £10,000 in any one **Period of Insurance**.

Any amount where a valid claim has not been accepted by **Us** under Section 1 of this **Policy**

Any amount exceeding £75 per day (including VAT)

Any amount exceeding £200 (including VAT)

Loss or damage to **Your** freezer and food contained therein caused by a deliberate reduction or loss of power from the appropriate electricity and/or gas company.

Any amount exceeding £250 (including VAT) in respect of any claim.

Any amount exceeding £250 (including VAT) in respect of any claim.

### SPECIFIC CONDITIONS

#### Basis of Claims Settlement

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

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

If a repair is carried out, **We** will pay the cost of repair with deduction for wear and tear. If parts or accessories are found to be obsolete or unobtainable, **We** may use parts and accessories which are not supplied by the manufacturer. Alternatively, **We** may use parts of a similar type and quality to the parts **We** are replacing. If **We** are unable to repair, **We** may pay the last known list price for the part or accessory required plus an appropriate fitting charge.

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

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

#### THE CARAVAN – MARKET VALUE

Where the **Caravan** is insured on a **Market Value** basis (as shown in the **Policy Schedule**), **We** will pay **You** the value of the **Caravan** at the time of its loss or destruction or shall at **Our** option repair, reinstate or replace the **Caravan** or any part of it, provided that **Our** total liability shall not exceed the **Sum Insured** or the **Market Value** whichever is the lesser amount.

**We** will not be liable for that part of any repair or replacement which improves the **Caravan** beyond the condition before the loss or damage occurred.

#### THE CARAVAN – NEW FOR OLD

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

- a) The **Caravan** is less than 10 years old from new at inception or renewal date of the **Policy**; and
- b) The **Sum Insured** represents the full replacement value as new, at the time of the loss or damage

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

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

#### CARAVAN CONTENTS

**We** will pay **You** the value of the property at the time of its loss or destruction or shall at **Our** option repair, reinstate or replace such property or any part of it provided that **Our** total liability shall not exceed the **Sum Insured** shown in the **Policy Schedule**.

### ALTERNATIVE ACCOMMODATION AND HIRING CHARGES

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

#### AUTOMATIC REINSTATEMENT OF SUM INSURED

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

### GENERAL EXCLUSIONS

These apply to the whole **Policy**.

#### Agreements

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

#### Asbestos

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

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

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

#### Computer Hardware and Software

Loss or damage or any expense, **Consequential Loss** or legal liability (other than to **Your** domestic employees) directly or indirectly caused by or contributed to by or arising from:

- a) The failure of computer hardware or software or other electronic equipment
- b) Computer viruses

but this shall not exclude subsequent loss or damage, or any expense, **Consequential Loss** or legal liability not otherwise excluded which itself results from the operation of an insured cause.

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

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

#### Date Recognition

Loss or damage or any expense, **Consequential Loss** or legal liability (other than to **Your** domestic employees) directly or indirectly caused by or contributed to by or arising from:

- a) The failure of the programming of a computer chip or computer software to recognise any date or to function correctly according to a true calendar date.
- b) Computer viruses.

but this shall not exclude subsequent loss or damage, or any expense, **Consequential Loss** or legal liability not otherwise excluded which itself results from the operation of an insured cause.

### Faulty Workmanship, Design or Materials

Any loss, destruction or damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

### Pollution

Loss including any loss of value, damage, injury, or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a **Period of Insurance** provided by this Policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.

### Previous Claims Incidents

Loss or damage or legal liability directly or indirectly arising from events occurring before the start of this Policy.

### Radioactivity

Damage to any property or any resulting loss or expense or any **Consequential Loss** or any legal liability directly or indirectly caused by or contributed to by or arising from:

- a) Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### Sonic Bangs

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

### Terrorism

Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as a direct or indirect consequence of Act(s) of Terrorism.

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

### Unacceptable Type of Caravan

**Caravans** that are home-made, custom built or modified from the manufacturer's standard specification.

### Unacceptable Usage of Caravan

Loss or damage or legal liability directly or indirectly arising from:

- a) The **Caravan** being used in connection with any trade, business, or profession
- b) The **Caravan** being used as a **Permanent Residence**
- c) The **Caravan** while being rented out

### War and Similar risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### Wilful or Malicious Acts

Any wilful or malicious act by a person lawfully at or in the **Caravan**.

### GENERAL CONDITIONS

These apply to the whole Policy.

### Change in Circumstances

**Your** Policy has been issued based on the information which **You** have given **Ping Insure** about Yourself and **Your Caravan**. **You** must tell **Ping Insure** as soon as possible about any changes.

### Claims

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

#### 1. **You must:**

- a) Without unnecessary delay advise **Us** via: Telephone: 0191 258 8123 or Email: caravaninsurance@mbginsurance.com
- b) If any item covered by this Policy is stolen, lost or maliciously damaged notify the police immediately and obtain a crime reference number
- c) Take steps to recover any lost or stolen item
- d) Forward to **Us** any letter, writ, summons or other legal document unanswered
- e) Provide all reports, certificates, plans, specifications, any other supporting documents, information, and assistance which **We** may require to settle or resist any claim or to institute proceedings against another party.

#### 2. **You or Your Family or Friends must not:**

- a) Make any admission, offer, or promise of any payment or
- b) Negotiate in any way without Our written consent

### Duty of Care

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

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

### Limitation

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

- a) The **Limit of Indemnity** less any amount(s) already paid or
- b) Any lesser amount for which such claim(s) can be settled.

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



### Our Rights

We will be entitled to:

- a) Enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to **Us**
- b) Take over and conduct in **Your** name or the name of any member of **Your Family/Friends** the defence or settlement of any claim
- c) Take legal action in **Your** name or the name of any member of **Your Family/Friends** for Our own benefit against any other party in order to recover any payment We have made
- d) Have full discretion in the conduct of any proceedings and in the settlement of any claim.

### Payment of Premiums By Instalments

Where the **Premium** for this Policy is paid by monthly instalments each payment must be paid when due otherwise all benefit under this Policy could be forfeited and the Policy cancelled by giving **You** 7 days' notice.

### Policy terms

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

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

### Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below: -

### Sale of Policy

Ping Insure Limited  
New Broad Street House  
35 New Broad Street  
London  
EC2M 1NH

Email: [complaints@pinginsure.co.uk](mailto:complaints@pinginsure.co.uk)

### Claims

MB&G Insurance Services Limited  
Cobalt Business Centre  
Cobalt Park Way  
Newcastle  
NE28 9NZ.

Email: [CVT@mbginsurance.com](mailto:CVT@mbginsurance.com)

In all correspondence, please state that **Your** insurance is provided by Novus Underwriting Limited.

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to the **Insurer**.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than 10 staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower

Harbour Exchange Square  
London E14 9SR  
Tel: 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

### Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention in order to keep **Premium** rates down so that **You** do not have to pay for other people's dishonesty. If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- e) Not pay **Your** claim, and
- f) Recover (from **You**) any payments **We** have already made in respect of that claim, and
- g) Terminate **Your** insurance from the time of the fraudulent act, and
- h) Inform the police of the fraudulent act. If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance **Premium(s)** already paid.

### Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

### Information You have provided – Insurance Act 2015

**You** must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out or make changes to this policy.

**You** must notify the **Administrator** as soon as possible if any of the information in **Your** policy documents are incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify the **Administrator** of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim. **We** may not pay any claim in full or **Your** policy could be invalid.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

### Under Insurance

A proportional reduction in any claim settlement will be made should **You** under-insure. For example, if due to a breach of fair presentation **You** are incorrectly charged a premium of £100.00 but, due to the value of **Your** insured item, **You** should have been charged a higher amount, in the event of a claim being submitted and agreed any settlement made to **You** will be reduced by the proportion **You** were under-insured for.

### Compensation Scheme

Millennium Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Millennium Insurance Company Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance

contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

### Personal Information

For more information about how the Insurer use **Your** personal information please see **Our** full privacy notice, which is available in the Privacy section of **Our** website <https://www.micinsurance.net/en/privacy-policy-and-terms-of-use/>

### Claims Fraud Prevention

**We** may use **Your** personal information to prevent crime. In order to prevent crime, **We** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance Policy and any incident (such as an accident, theft or loss) to the operators of these registers.



Insure

Cover applicable if selected and showing on your policy schedule

# LEGAL EXPENSES INSURANCE POLICY

POLICY DOCUMENT



### INTRODUCTION

This Caravan Legal Expenses Insurance policy has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915. Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Lexelle Limited is authorised and regulated by the Financial Conduct Authority under FCA firm reference No: 312782.

A **Free legal advice** line is offered through Lexelle Limited, so for advice on accidents whilst caravanning please telephone **0800 953 1217** quoting: **Master Certificate Number: FLIPCPING/06/2022**

### DEFINITIONS

The following words shall have the meanings given below wherever they appear in **bold** and start with a capital letter:

#### Authorised Representative(s)

A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** or an **Insured persons** interests

#### Civil Claim

A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made

#### Condition

An obligation which **You** must perform. If a **Condition** is not performed by **You**, **We** will not be under any liability to pay **You** anything under the terms of this policy

#### Defendant's costs

Legal costs and expenses the **Insured** or **Insured person** may become liable to pay to another party in making a **Civil claim** covered by this policy against that other party

#### Free legal advice

Initial verbal **legal advice** over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.

#### Insured (s)

The person named in the schedule to this policy

#### Insured person (s)

Any occupants in the **Insured caravan** who are related to or non-paying guests of the **Insured**

#### Insured caravan

The caravan identified as the **Insured caravan** in the schedule to this policy or any other caravan which **We** may, after receiving a written request from **You**, accept in substitution for that caravan

#### Insurer, We, Our, Us

Financial & Legal Insurance Company Limited

#### Legal advice

Advice given by an **Authorised Representative**

#### Legal proceedings

A claim for damages or compensation pursued in a court of law within Great Britain and Northern Ireland

#### Maximum Amount

**£100,000** in aggregate for **Professional Fees** and Defendant's costs for any and, if more than one, all claims made under this policy.

#### Professional Fees

Legal fees and costs reasonably and properly incurred by the **Authorised Representative**, with **Our** prior written authority including costs incurred by another party for which **You** are made liable by Court Order, or may pay with **Our** consent in pursuit of **Your claim**

#### Period of cover

The period stated in the schedule to this policy

#### Reasonable prospect of success

A prospect in excess of 50% of obtaining the payment of damages or compensation from another party

#### Small Claim(s)

A claim for damages or compensation which is or may, if **Legal Proceedings** are issued, be allocated to the Small Claims jurisdiction of the courts of the Great Britain and Northern Ireland or any similar scheme in the jurisdiction where the claim should be brought within the **Territorial limits**

#### Territorial Limits

Great Britain (including Northern Ireland), member states of the European Union and the following countries: - Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Lichtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

#### You, Your

The person named as the **Insured** in the schedule to this policy or an **Insured Person**

#### Your claim

A claim by **You** falling within cover Section 2 of this policy

### WHAT IS COVERED

In return for the payment by the **Insured** of the premium payable for this policy of insurance **We** will provide before the event legal expenses insurance on the terms set out below.

### FREE LEGAL ADVICE

#### Service Provision

The helpline only provides **Free legal advice** for **Your** personal legal issues, it is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider their legal rights and what courses of action are available to them and whether they need to consult a solicitor. The **Free legal advice** helpline will provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation.

General advice may be limited to signposting and referring the caller to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

To use the 24/7 **Free legal advice** helpline, **You** must have **Your** policy number and name of the organisation who sold **You** this insurance

and also quote the master certificate number detailed on Page 1 of this document and call **Tel: 0333 4008217**

Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

**Professional fees** of any **Civil claim** for damages or compensation in respect of death or bodily injury sustained by You in a road traffic accident and / or uninsured losses incurred, in or towing the **Insured caravan** within the **Territorial Limits**, where **Your** cause of action occurred during the **Period of cover** stated in the schedule to this policy

**You** must not rely on the **Free legal advice** instead of reporting a claim.

We cannot be held responsible if any of the Helpline Services become unavailable for reasons outside of our control.

The **Free legal advice** cannot assist with matters that would fall outside of the following jurisdictions: England & Wales, Scotland or Northern Ireland.

### PERSONAL INJURY CARAVAN UNINSURED LOSS RECOVERY

Professional fees of any Civil claim for damages or compensation in respect of death or bodily injury sustained by You in a road traffic accident and / or uninsured losses incurred, in or towing the Insured caravan within the Territorial Limits, where Your cause of action occurred during the Period of cover stated in the schedule to this policy

This section does not provide cover for:

- Recovering losses that may be pursued or recovered under motor legal expenses or other insurance policy
- Any Clinical Negligence matters.

### CONTRACT DISPUTES

**Legal assistance**, and **Defendant's costs** to pursue **your** legal rights in a dispute arising from a contract, which **you** have entered into for buying or selling the **Insured caravan**, or buying or hiring any goods or services or selling any goods directly connected to the **Insured caravan**

This section does not provide cover for:

- Goods or services that may be used for other purposes not connected to the **Insured caravan**
- Where the sum in dispute is less than £100
- Where you have failed to meet your obligations under the terms of the contract including making full payment as detailed in the contract
- Contracts not confirmed in writing
- Any contract not entered in to during the **Period of insurance**
- Disputes relating to any lease, license or ownership of any property or land
- Good or services were purchased or sold at auction or through an auction website

### WHAT IS NOT COVERED – POLICY EXCLUSIONS

The following are not covered under this insurance:

Where **We** have agreed someone other than our nominated **Authorised Representative** may act for **You**, **We** will not pay any sums in excess of what **We** would have paid to an **Authorised Representatives** that **We** would have appointed to undertake the same work, which is currently set at an hourly rate of £100+VAT (**We** may, at **Our** discretion increase this if **We** feel the situation warrants it). **We** will not make any payments under this policy until the civil or criminal action including, recovery of any **Legal costs**, have been concluded

For claims that are or would likely have been allocated to the **Small Claims Track**, we will not pay more than the lower of the following sum towards **Professional fees**:

- 25% of the damages recovered if successful or if your claim is unsuccessful, would likely have been recovered
- £400 inclusive of VAT

**We** will not pay: -

### **Professional fees and/or Defendant's costs**

- 1) Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
- 2) Which would if this policy were not in force be covered by another policy of insurance
- 3) Any venture for gain, employment, or business project of an **Insured person**
- 4) Any disputes between any **Insured person(s)** and / or any family members or persons related to an **Insured**
- 5) Incurred before **We** have received a claim form from **You**
- 6) In aggregate in excess of the **Maximum amount**
- 7) Where Your claim does not have a **Reasonable prospect of success**
- 8) Where the amount in dispute is disproportionate to the time and legal costs involved in its pursuit
- 9) Incurred after **You** or **We** have received **Legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** or **Legal advice** not to pursue or continue to pursue **Your claim** by **Legal proceedings**
- 10) Incurred after **We** have told **You** that **We** consider **Your claim** should be pursued by means other than by **Legal proceedings**
- 11) Of any appeal made without **Our** consent in writing
- 12) Of any appeal incurred after **You** have received **Legal advice** that the appeal does not have a **Reasonable prospect of success**
- 13) Where **You** have failed to comply with a **Condition** of this policy
- 14) Where the **Authorised Representatives** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**
- 15) Where **You** without a good reason instruct the **Authorised Representatives** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**
- 16) Where at the time of the accident the **Insured caravan** was attached to a motor vehicle and pursuit of any loss associated with the **Insured caravan** is included in any uninsured loss/legal expenses cover for the motor vehicle.
- 17) For claims which arise from a criminal act or omission
- 18) For claims being made by persons other than the **Insured** or **Insured person(s)**
- 19) For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- 20) Relating to the advice, sale, cover or settlement payable under an insurance or other financial product or service
- 21) For any insured incidents which.
  - a. occurred outside the **Territorial Limits**
  - b. did not occur during the **Period of cover** stated in the schedule to this policy

### ELECTRONIC DATA EXCLUSION

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is understood and agreed as follows:

- (i) This Policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of *Electronic Data* from any cause whatsoever (including but not limited to *Computer Virus*) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event

contributing concurrently or in any other sequence to the loss.

*Electronic Data* means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

*Computer Virus* means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. *Computer Virus* includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

(ii) However, in the event that a peril listed below results from any of the matters described in paragraph (a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

- 1) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 2) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 3) Any direct or indirect consequence of:
  - a. Irradiation, or contamination by nuclear material; or
  - b. The radioactive, toxic, explosive, or other hazardous or contaminating properties of any radioactive matter; or
  - c. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 4) Any sum **You** are ordered to pay by way of a fine, costs, compensation, or other financial penalty by a court in criminal proceedings
- 5) Prosecutions which allege dishonesty or violence
- 6) Claims against Lexelle Ltd or the **Insurer**
- 7) In relation to a claim for the loss or damage of any goods being carried in the **Insured caravan** where a claim under this policy arises out of the use of the **Insured caravan** for commercial purposes
- 8) In relation to a claim for any personal injuries suffered by the driver of the **Insured caravan** against the driver's employer where the employer is also the Insured
- 9) Prosecutions resulting from drink or drug related or parking offences
- 10) Any claim relating to a road traffic accident which happens during a race rally or competition
- 11) Any claim relating to an accident caused by faults in the **Insured caravan** or faulty, incomplete, or incorrect service maintenance or repair of the **Insured caravan**
- 12) Notwithstanding any other provision herein, **Your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expenses, or in any sequence, in any way caused by or resulting directly or indirectly from:
  - 13) Infectious or contagious disease.
  - 14) any fear or threat of (a) above; or
  - 15) any action taken to minimise or prevent the impact of (a) above
  - 16) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal, or species by any means.

### POLICY CONDITIONS

**You** must comply with the following obligations each of which is a **Condition** of this policy

- 1) **You** must ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible
- 2) **You** must ensure that **We** receive a claim form for any claim under this policy not later than 180 days after the event giving rise to **Your claim**
- 3) **You** must provide any information reasonably requested by **Us** or the **Authorised Representative** instructed on **Your** behalf within a reasonable time
- 4) **You** must take all reasonable steps to minimise **Professional fees** or **Defendant's** costs which **We** may be liable to pay under the terms of this policy
- 5) **You** must ensure that any **Authorised Representative** instructed on **Your** behalf fulfil the **Authorised Representatives** obligations set out below
- 6) **You** must ensure any claim **You** make is an honest claim and not one which is false or fraudulent
- 7) **You** must ensure that **Your claim** is not prejudiced by any action or inaction on **Your** part

### CLAIMS PROCEDURE

For advice on accidents whilst motoring please telephone **0800 953 1217** quoting: - **Master Certificate Number FLIPCPING/06/2022**

In the performance of **Our** obligation to pay **You** under the terms of this policy-

- 1) **You** must supply **Us** with a completed claim form containing a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, any documentary evidence in support of **Your claim** and details of any policy of insurance covering any person against whom **You** wish to pursue **Your claim**. **You** may obtain a claim form by telephone on **0800 953 1217**
- 2) **We** will make a preliminary assessment of the merits of **Your claim**. If **We** decide that **Your claim** appears to have a **Reasonable prospect of success**, **We** will appoint an **Authorised Representative** to act on **Your** behalf in **Your claim**
- 3) If **We**
  - a. consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit or
  - b. decide **Your claim** does not appear to have a Reasonable prospect of success
- 4) **We** will tell **You** in writing. If **You** accept **Our** advice, **Your** entitlement to payment from **Us** under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim
- 5) If **You** do not accept **Our** advice, **We** will instruct an **Authorised Representative** to advise **You** and **Us** whether **Your claim** has a **Reasonable prospect of success**. If the **Authorised Representative** instructed advise that there is no **Reasonable prospect of success** in **Your claim** **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised Representative** instructed advise that there is a Reasonable prospect of success, **We** will appoint the **Authorised Representative** to act on **Your** behalf in the pursuit of **Your claim**
- 6) When **We** appoint an **Authorised Representative** to act on **Your** behalf, **We** will tell **You** in writing. The **Authorised Representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf
- 7) **We** will take over and conduct in **Your** name any **Civil claim** for damages or compensation in respect of a valid claim covered under the terms of this policy. The **Authorised Representative** nominated and appointed by **Us** will act on **Your** behalf and **You**

must accept **Our** nomination. This does not affect Your legal rights at the point of or during **Legal proceedings**.

- 8) If
  - a. the **Authorised Representative** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf, or
  - b. **You** without a good reason instruct the Authorised Representative to cease acting on **Your** behalf
- 9) **We** will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith
- 10) **We** may appoint another **Authorised Representative** to act on **Your** behalf or permit **You** to instruct another **Authorised Representative** to act on **Your** behalf if **We** consider that it is reasonable to do so
- 11) Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us** **We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**
- 12) Where an **Authorised Representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised Representatives** obligations set out below
- 13) **We** may require counsel to advise whether in all the circumstances of **Your claim**, including the commercial merits of **Your claim**, a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** should be accepted or whether **Your claim** should be pursued or continue to be pursued by **Legal proceedings**
- 14) If **We** reasonably consider that **Your claim** should be pursued by some means other than by **Legal proceedings**, **We** will tell **You** in writing

### AUTHORISED REPRESENTATIVE'S OBLIGATIONS

Your **Authorised Representatives** must

- 1) Provide **You** and **Us** with a reasoned assessment in writing of the prospects of success in **Your claim** and an estimate of the likely costs of pursuing **Your claim** as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on **Your** behalf
- 2) Where legal to do so act under a Conditional Fee Agreement (CFA)
- 3) Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** or any Part 36 offer or Part 36 payment made in respect of **Your claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted
- 4) Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your claim**
- 5) Provide **Us** with such information as **We** may reasonably require from time to time about the progress of **Your claim**
- 6) Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your** behalf were accepted by them as to the progress of **Your claim** and any change in the prospects of success in **Your claim** or the likely cost of pursuing **Your claim**
- 7) Deal with **Your claim** in such manner as **We** reasonably require from time to time
- 8) Obtain **Our** consent in writing before undertaking any of the following.
  - 9) issuing **Legal proceedings** on **Your** behalf
  - 10) instructing counsel, leading counsel, or an expert witness on **Your** behalf
  - 11) making an appeal against any order of the court made in **Legal proceedings** issued on **Your** behalf
  - 12) withdrawing, discontinuing, or settling **Your claim** in a way which may give rise to a liability on **Our** part to pay **Defendant's costs** under this policy
  - 13) entering into any agreement as to the amount of or liability to pay **Defendant's costs**
  - 14) entering any form of alternative dispute resolution
  - 15) incurring any disbursement likely to exceed £500 or more (exclusive of Vat)

- 16) Use their best endeavors to obtain payment of **Professional fees** or **Defendant's costs** from any other party who may be liable to pay those costs
- 17) Repay to **Us** any costs **We** have paid in the pursuit of **Your claim** which may be recovered from any other party
- 18) Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** together with their advice as to whether the proposal should be accepted
- 19) Use their best endeavors to obtain payment of **Professional fees** from any other party who may be liable to pay those costs
- 20) 6.12 If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised Representatives** for **Professional fees**

### CANCELLATION

Please see cancellation section on page 1 of the main Caravan Wording

### GENERAL TERMS

- 1) **You** will take all reasonable steps to minimise **Professional fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy
- 2) **You** will at all times co-operate with **Us** and with the **Authorised Representatives** instructed on **Your** behalf
- 3) Any dispute between **You** and **Us** which **We** cannot resolve between **Us** shall be determined by an arbitration by an arbitrator appointed by **You** and by **Us** together. If **We** cannot agree on the arbitrator to be appointed, **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party
- 4) The rights and obligations of an insured passenger under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999
- 5) This policy is governed by the laws of England and Wales

### YOUR RESPONSIBILITY

**You** must take reasonable care to:

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

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

If **You** become aware that information **You** have given **Your** broker / agent is inaccurate or has changed, **You** must inform them as soon as possible.

**FRAUDULENT CLAIMS/FRAUD**

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- Fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy.
- Fails to reveal or hides a fact likely to influence the cover **We** provide.
- Makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false.
- Sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- Makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.
- If **Your** claim is in any way dishonest or exaggerated.

**We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

**MAKING YOURSELF HEARD/COMPLAINTS**

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

**RELATING TO THE SALE OF THE POLICY**

Please contact **Your** agent who arranged the Insurance on **Your** behalf.

**RELATING TO CLAIMS**

If **You** do have any questions, concerns, or complaint about the handling of a claim **You** should contact the Claims Manager at Lexelle Ltd. The contact details are:

Claims Manager,  
Lexelle Ltd,  
P.O. Box 4428,  
Sheffield,  
S9 9DD.  
Tel 0114 350 4107 Fax 0114 249 3323  
Email: assist@lexelle.com

In all correspondence, please state that **Your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: FLIPCPING/06/2022

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of £6.5million or less and fewer than 50 employees or an annual balance sheet below £5million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR.  
Tel: 0300 123 9 123  
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

**FINANCIAL & LEGAL INSURANCE COMPANY LIMITED PRIVACY NOTICE**

**We** are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **Our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "you/your" in this notice.

**We** are dedicated to being transparent about what **We** do with the information that **We** collect about **You**. **We** process **Your** personal data in accordance with the relevant data protection legislation.

**Why do We process your data?**

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance policy and meet **Our** contractual requirements under the policy. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

**What information do We collect about You?**

Where **You** have purchased an insurance policy through one of **Our** agents, **You** will be aware of the information that **You** gave to them when taking out the insurance. The agent will pass **Your** information to **Us** so that **We** can administer **Your** insurance policy. For specific types of insurance policies, for example when offering **You** a travel insurance policy, **We** may process some special categories of **Your** personal data, such as information about **Your** health.

**We** have a legitimate interest to collect this data as **We** are required to use this information as part of **Your** insurance quotation or insurance policy with **Us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

**Financial & Legal Insurance Company Limited's full privacy notice**

This notice explains the most important aspects of how **We** use **Your** data. **You** can get more information about this by viewing **Our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **Us** at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk). Alternatively, **You** can write to **Us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

**COMPENSATION SCHEME**

If Financial & Legal Insurance Company Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY



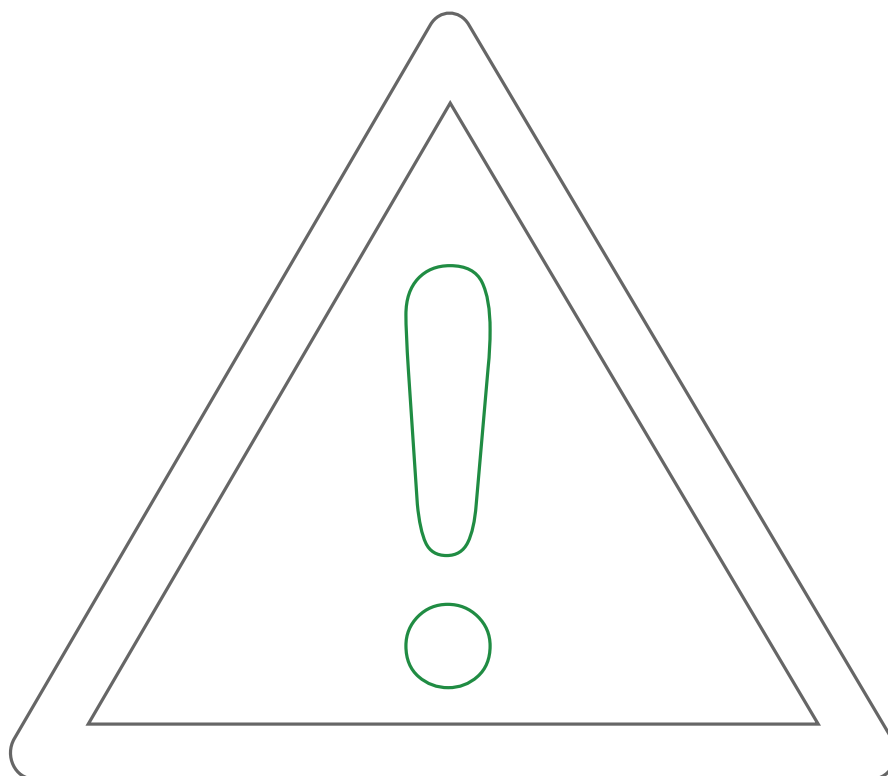
Cover applicable if selected and showing on your policy schedule

# **PUBLIC LIABILITY**

# **INSURANCE**

# **POLICY**

**POLICY DOCUMENT**



### ABOUT YOUR POLICY

**Your Policy** is made up of **sections** prepared from a **proposal** form, declaration or statement of fact provided by **you** or from **your** instructions, or any information in connection with this insurance provided to **your** insurance adviser.

The Policy Introduction explains the insurance provided under this contract.

Each **section** may include terms, definitions, conditions, and exclusions unique to the **section** which should be read in conjunction with the Policy definitions, conditions, and exclusions.

An Endorsement forms an addition to the **section** and varies the insurance provided by the **section**. The **schedule** and any Endorsements should be read together for precise details of **your** insurance protection. Please take care to review all documentation carefully to ensure that the information provided accurately reflects **your** circumstances and that the cover provided suits **your** requirements.

**You** should pay particular attention to any terms, conditions, limits, and exclusions including endorsements which may require **you** to take action.

### POLICY INTRODUCTION

This Policy has been offered to **you** by the Introducing Broker as defined in your **Policy Schedule** and is a contract between **you** and the **Insurer**.

In deciding to accept this insurance, and in setting the terms and premium, **we** have relied on information **you** have given. **You** must take all reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy; for example, whether **we** are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to your policy.

If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained **within** the policy.

Please read the whole document carefully, it is arranged in different sections It is important that:

- **You** are clear which sections **you** have requested and want to be included.
- **You** understand what each section covers and does not cover.
- **You** understand **your** own duties under each **section** and under the insurance.

Please contact **your** insurance provider immediately if this document is not correct or if **you** would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts.

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland, Northern Ireland the Isle of Man or the Channel Islands as the case may be.

The insurer will indemnify **you** following your payment of the premium

within the operative **section**, definitions, terms, conditions and exclusions, **schedule**, and Endorsement, as stated in the Insurance provided and **limit of liability** occurring in connection with **your** ownership of your **caravan** during the **period of insurance**.

The Policy Introduction, **sections**, definitions, terms, conditions and exclusions, **schedule** and Endorsements are to be read as one document.

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms conditions and exclusions **schedule** and any Endorsement unless the **section** definitions terms conditions and exclusions **schedules** or any Endorsement state otherwise.

Any **Item** and or **Limit of Liability**, and or **Sum Insured**, and or **Total Sum Insured**, and or **Limit of Liability** stated in a **section schedule**, or any Endorsement is exclusive of **excess**.

Please note that you are required to inform **your** insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance, and failure to do so may invalidate **your** Policy or result in the Insurance provided not operating fully.

**You** should contact **your** insurance advisor if **you** are in any doubt as to whether a fact is material or not.

### POLICY DEFINITIONS

These definitions apply to **your** entire Policy wherever these words or phrases appear in **bold** except where otherwise stated.

#### Asbestos

means **asbestos** fibres or particles or any derivatives of asbestos including any product or material containing **asbestos**, **asbestos** fibres, or particles or any derivatives of **asbestos**.

#### Bodily Injury

means physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

#### Caravan

The touring or static **caravan** described in the **schedule** together with awnings, standard fixtures and fittings, furniture and furnishings, and for static **caravans** only, decking, skirting and verandas, included in the manufacturer's specification and approved dealer fitted accessories.

#### Company/Our/Us/We

means The Salvation Army General Insurance Corporation Limited.

#### Damage

means physical loss or destruction of/or damage to **property**.

#### Domestic Employee

A person employed by **you**.

#### Event

means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause.

#### Excess

means the amount **you**, or any party entitled to indemnity, will contribute in relation to every **event** insured and each and every loss

before **we** assume any responsibility to make a payment and applies after the application of all other terms and conditions.

The **excess** does not form part of the **limit of liability** and is payable by **you** before the application of the **limit of liability**.

### Item

means any tangible asset covered under this **Policy** and as per the **Schedule**

### Insured/You/Your

means the person or persons in the **schedule**.

### Limit of Liability

means the maximum amount **we** will pay during any one **period of insurance** as shown on **your schedule**.

### Period of Insurance

means the period stated in the **schedule** or any subsequent period for which **we** agree to accept payment of premium.

### Property

means material property.

### Schedule

means the document stating the operative **section(s)** **you** have chosen, the **period of insurance** and details **your caravan** and the **limit of liability**.

### Section(s)

means the parts of this Policy that detail the insurance cover provided for each individual **section** of this Policy.

### Sum Insured

means the amount(s) we will cover you for under the **Section(s)** in this Policy, and as outlined in the **Schedule**.

### Territorial Limits

means Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but not Offshore Activity.

### Terrorism

means any act, including, but not limited to the use of force or violence, and or the threat thereof of any person or persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological, or similar purposes, and/or to put the public or any section of the public in fear.

### Total Sum Insured

means the total amount we will cover you for in this **Policy**, broken down into the **Sum(s) Insured**, and as outlined in the **Schedule**.

### Your Family

**Your** spouse or partner, relatives and any other person permanently living with **you**.

## POLICY CONDITIONS

### Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance:

1. **Your** interest ceases except by death.
2. the risk of **damage**, accident or bodily injury is materially increased unless **we** state otherwise in writing.

### Fair Representation

**You** have a duty to make to us a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

1. deliberate or reckless
  - a. in relation to an alteration made to this Policy, we may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
  - b. in relation to inception or renewal of this Policy we may avoid this Policy and refuse all claims and retain any premiums paid; or
2. neither deliberate nor reckless
  - a. in relation to an alteration made to this Policy and we would not have agreed to the alteration on any terms, we may treat this Policy as if the alteration was never made; or
  - b. in relation to inception or renewal of this Policy and we would not have entered into this Policy on any terms, we may avoid this Policy and refuse all claims but will return any premiums paid; or
3. neither deliberate nor reckless
  - a. in relation to an alteration made to this Policy, and we would have agreed to the alteration but on different terms; or
  - b. in relation to inception or renewal of this Policy, and we would have entered into this Policy but on different terms

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in us charging an increased premium on what was actually charged, we may reduce proportionately the amount to be paid on a claim. **We** will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that we would have charged.

**We** will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

### Conditions Precedent and Warranties

It is a condition precedent to **our** liability that **you** comply with all terms, conditions, and exclusions of this Policy, insofar as they relate to anything to be done or complied with by **you**.

Where:

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

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

### Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by **you**, or anyone acting on **your** behalf, to obtain any benefit under this Policy, or if any **damage** be occasioned by the wilful act or with **your** connivance, **we** may terminate this Policy with effect from the date of the fraudulent or wilful act, and **we** shall not be liable to provide an indemnity in respect of the claim, and will be entitled to recover any amounts already paid in respect of the claim, and **we** shall not be liable to provide an indemnity in respect of any act, event, claim or incident after such date, and **we** shall be entitled to retain all premiums paid in respect of the Policy.

### Cancellation

**You** have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **You** any Premium **you** have paid to **us**. In the case of renewals, **we** will refund to **You** any Premium **you** have paid to **us** less any payments we have made.

**Cancellation by you** If **you** subsequently give notice in writing or by telephone to **us** to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

**Cancellation by us** If **you** fail to satisfy the terms of **your** Policy, **we** may choose to cancel **your** Policy during the **period of insurance** by giving **you** 14 days written notice of cancellation to the last address **you** provided **us** with. Examples of when **we** might do this includes **you** not paying a Premium instalment when due, **us** discovering that **your** property is no longer eligible for cover, etc.

**Premium position upon cancellation by us** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to **you** or **your** estate.

If however an incident has arisen during the **period of insurance** which has or will give rise to a claim, then no refund will be made.

### Reasonable Precautions

**You** must:

1. do all that is reasonably possible to:
  - a. prevent, or reduce the extent of, damage
  - b. prevent accidents or bodily injury
2. keep any property insured under this Policy in good condition

### Rights of Third Parties

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

### Assignment

**You** shall not assign any of the rights or benefits under this Policy and/or any **section** of this Policy without **our** prior written consent.

**We** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any **section** of this Policy.

### Data Protection

All personal data provided by **you** will be treated by **us** as confidential and will not be disclosed to any third party without **your** consent unless permitted by law or as set out in the Data Protection & Privacy Policy section of this policy wording.

### Several Liability

**Our** liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. **We** are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co- Insurer who for any reason does not satisfy all or part of its obligations.

### CLAIMS CONDITIONS

#### Claims (Action to be taken by you)

It is a condition precedent to any liability of ours to make any payment under this Policy that **you** will:

1. give written notice to **us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such **event**.
2. provide all additional information we may require within the time stipulated by **us**.
3. forward unanswered to **us** immediately when they are received every claim form summons or other originating process, or any letter of claim or other written notification of claim and all documents relating thereto.
4. give immediate notice in writing to **us** of any impending prosecution inquest or fatal accident inquiry.
5. at all times, and in addition to the obligations set out above, forward such information to and cooperate with **us** or **our** appointed agents to allow **us** to be able to comply with such relevant practice directions and pre- action protocols as may be in force.
6. carry out and permit to be taken any action which may be reasonably practicable to prevent further **damage**

**Our** claims department can be contacted at:

Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT

Telephone: 0300 030 1865

Email: [claims@sagic.co.uk](mailto:claims@sagic.co.uk)

#### Claims (Conduct and Control)

It is a condition precedent to any liability of ours to make any payment under this Policy that no admission, offer, promise of payment or indemnity shall be made or given by or on behalf of **you** without **our** written consent.

**We** shall be entitled if **we** so desire to take over and conduct in **your** name the defence or settlement of any Claim, or to prosecute in **your** name for **our** benefit any claim for indemnity or damages or otherwise. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **you**, and **you** shall give all such information and assistance as **we** may require.

#### Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of **us** take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by **us**.

### COMPLAINTS PROCEDURE

**We** are committed to providing a first-class standard of service to all our policyholders. However, if **you** have any cause for complaint, **you** should:

If the complaint relates to the sale of this policy, then please contact the intermediary **you** purchased the policy from. If the complaint relates to a claim, then in the first instance, contact the Managing Director at the address below:

The Salvation Army General Insurance Corporation Ltd.

Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT

e-mail: [complaints@sagic.co.uk](mailto:complaints@sagic.co.uk)

Our complaint procedure: -

1. All complaints whether written or oral are logged by the relevant SAGIC employee.
2. The SAGIC employee will try to resolve the matter during that working day.
3. If this cannot be done **your** complaint will be acknowledged to **you** in writing on that day or within 72 hours.
4. **Your** complaint will be dealt with, and **we** will endeavour to resolve it within 5 working days. If this does not happen, **you** will be kept informed.
5. If the SAGIC employee cannot resolve **your** complaint it will be referred to the Managing Director who will respond within no more than a further 5 working days.

**Our** aim is to give **you** excellent service and **we** want **you** to be satisfied with the service **you** get from us. All complaints are recorded, along with their outcomes, so that **we** can learn from **our** mistakes. So, while **we** aim not to give **you** cause for complaint, **we** want to hear from **you** if we do something **you** believe to be wrong. Ultimately, this will be of benefit to **you** and all **our** policyholders.

Should you remain dissatisfied, please write to SAGIC's Chairman at the same address, further to this if the matter is not resolved to your satisfaction, **you** may be able ask the FINANCIAL OMBUDSMAN SERVICE (FOS) to review your case.

Please note that the FINANCIAL OMBUDSMAN can investigate a complaint if:

1. **You** have given us an opportunity to resolve **your** complaint.
2. **You** are not a business with a group turnover of at least €2,000,000 and have fewer than 10 employees.
3. The matter is not the subject of legal proceedings or arbitration.
4. The dispute is not between **you** and someone else's insurer.
5. The complaint does not concern **our** level of premiums or our decision as to which risks covering.

THE FINANCIAL OMBUDSMAN SERVICE CAN BE CONTACTED AT:

Exchange Tower, LONDON E14 9SR  
 Telephone: 0300 123 9 123 Fax: 020 7964 1001  
 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay Claims.

If one of the insurers on this Policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance Claims is 90% of the Claim with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme  
 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
 Telephone: **0800 678 1100** or **0207 741 4100**, Fax: **020 7892 7301**  
 Email: [enquiries@fscs.co.uk](mailto:enquiries@fscs.co.uk)  
 Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### DATA PROTECTION & PRIVACY POLICY

#### Introduction

At SAGIC we recognise our responsibility to treat your personal

information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR). This notice covers **our** requirement to provide **you** with information on how and why **we** use **Your** personal data and of **your** rights under GDPR.

**We** have provided **you** with a quotation and/or administer **your** insurance policy and are classed as the "data controller" which means **we** process **your** data. **Your** data may be passed to other parties, including Reinsurers & Loss Adjuster for the administration of claims. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

#### Personal Information & Legal Basis

**We** are required to have a lawful basis (as defined in GDPR) in order to process **your** personal data, the reasons **we** collect personal data and the relevant bases which **we** use are show in the table below: -

Why we collect your data	Lawful basis	Information collected
Provide <b>you</b> with a quotation for Insurance.	Necessary for the performance of an insurance contract.	- Basic personal details such as name, address, email, telephone, date of birth.
Arrange and administer <b>your</b> policy if <b>you</b> buy one through <b>us</b> .	Necessary for the performance of an insurance contract.	- Information on your insurance requirements, including details about your home/property.
To notify <b>you</b> of changes in our service.	<b>Our</b> legitimate interests	- <b>Your</b> insurance history, including claims data and other insurance policies you have had.
Marketing	<b>Your</b> explicit consent – in accordance with preference you have expressed	- Sensitive personal information, including previous unspent criminal convictions
Statistical analysis.	<b>Our</b> legitimate interests – to refine and enhance the products and pricing which we can offer.	- <b>Your</b> marketing preferences
To provide improved quality and training for SAGIC staff.	<b>Our</b> Legal and Regulatory obligations.	- Payment details to enable payment of insurance premium.
Prevent, detect and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks.	<b>Our</b> Legal and Regulatory obligations.	
Resolve complaints, and handle requests for data access or correction.	<b>Our</b> Legal and Regulatory obligations.	
Comply with applicable laws and regulatory obligations, such as those relating to anti-money laundering and anti-terrorism.	<b>Our</b> Legal and Regulatory obligations.	

Some of the personal information **we** ask **you** to provide may be sensitive (special category) as defined in GDPR, e.g. **you** may have to give us information about **your** medical history, criminal convictions and driving offences. **We** are allowed under GDPR to collect such information for specified "insurance purposes" without **your** specific consent but it will only be used for the purposes set out above. If **you** give us information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and that **we** may use their personal data in the same way as **your** own as set out in this notice.

Where the lawful basis of processing your data is 'your explicit consent' then this consent can be withdrawn at any time by contacting **us**.

#### Use of Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added, and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

**We** use cookies to identify which pages are being used. This helps **us** analyse data about webpage traffic and improve our website in order to tailor it to customer needs. **We** only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

**You** can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

#### Data Security

SAGIC is committed to protecting the security of **your** personal information. **We** use a variety of security technologies and procedures to help protect **your** personal information from unauthorised access, use, or disclosure.

#### Disclosure of your Personal Information

As a necessary part of providing, **you** with the services described above **we** may need to disclose **your** personal data to other third parties. These include Computer bureaux/Software Houses, Insurers, other Insurance Intermediaries, Loss Adjusters, Insurance Industry databases, Government databases, Regulatory authorities and the Police/other law enforcement bodies and this will be to assist with fraud prevention and detection.

#### Retention Period

**Your** data will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases the period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

#### International transfers of data

**We** will ensure that we do not transfer **your** personal data to destinations outside the European Economic Area (EEA).

#### Your Rights

Under GDPR **you** have the following rights in relation to **our** processing of **your** personal data: -

1. The right to be informed about how we use your personal data (This Privacy Notice);
2. The right to see a copy of the personal information **we** hold about **you**.
3. The right to have personal information rectified if inaccurate or incomplete.
4. The right of erasure of **your** personal information where there is no compelling reason for its continued processing.
5. The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested;
6. The right to data portability which, subject to certain conditions, allows **you** to obtain and reuse **your** personal data across different services.
7. The right to object to certain processing including for the purposes of direct marketing.
8. Rights to information in relation to automated decision making and profiling.

#### Contact us

For further information on this Privacy Notice, to access your personal information or to exercise any of your other rights, please contact The Data Protection Officer, The Salvation Army General Insurance Corporation Limited, Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT Email: - DPO@sagic.co.uk Telephone: - 0300 030 1865

If **you** have a complaint about how **we** use **your** personal information, please contact us at the address above. **You** also have the right to lodge a complaint with the Information Commissioner's office at any time.

#### POLICY EXCLUSIONS

##### War and similar risks

**We** shall not provide indemnity under this Policy in respect of any:

1. Damage to any property whatsoever, or any loss, cost, or expense whatsoever **resulting** or arising therefrom or any consequential or inevitable loss.
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following, regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability:
  - a. war, invasion, act(s) of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
  - b. any action taken in controlling preventing suppressing or in any way relating to a. above.

##### Radioactive and Other Contamination

**We** shall not provide indemnity under this Policy in respect of any:

1. Damage to any **property** whatsoever, or any loss cost or expense whatsoever resulting or arising therefrom, or any consequential or inevitable loss.
1. legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.

### Date Recognition

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any **property** whatsoever, or any loss, cost, or expense whatsoever resulting or arising therefrom, or any consequential or inevitable loss.
2. legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or consisting of, or arising from the failure of any:
  - a. computer data processing equipment or media Microchip integrated circuit or similar device or.
  - b. other equipment or System for processing storing or retrieving data or.
  - c. computer software, whether **your property** or not, to:
    - i. recognise correctly any date as its true calendar date.
    - ii. capture, save, retain, or correctly manipulate, interpret, or process any data information, command, or instruction as a result of treating any date otherwise than as its true calendar date.
    - iii. capture, save, retain, or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.

### Loss of Electronic Data

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any **property** whatsoever or any loss, cost, or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss.
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage, destruction, distortion, erasure, corruption, or alteration of Electronic Data arising from any cause whatsoever, including but not limited to Virus or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of.
3. any other cause or Event contributing concurrently or in any sequence to the Damage, destruction, distortion, erasure, corruption, alteration, reduction, cost, or expense, provided that this Policy Exclusion shall not apply to the indemnity provided under the:
  - a. Public Liability **section** of the Liability **section** against legal liability in respect of accidental:
    - i. **bodily injury** to any person.
    - ii. wrongful arrest wrongful detention false imprisonment or malicious prosecution.

### Sanction Limitation and Exclusion

We shall not provide insurance, nor be liable to pay any claim and/or provide any benefit hereunder to the extent that the provision of such insurance and/or payment of such claim, and/or provision of such benefit, would expose **us** and/or any member of **our** group to any sanction, and/or prohibition, and/or restriction under United Nations Resolutions, and/or the trade, and/or economic sanctions, and/or laws, and/or regulations of any country.

### Communicable Disease

We shall not provide indemnity under this Policy in respect of any outbreak of any human infectious or contagious diseases including but not limited to: -

### Asbestos

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure

to **asbestos**, materials or products containing **asbestos** or **asbestos** fibres or dust.

### Terrorism

We shall not provide indemnity under this Policy in respect of liability to third parties or any liability incurred by you for damages, costs and expenses directly or indirectly caused by, resulting from or in any connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

## SECTION 1:- PUBLIC LIABILITY

### Public Liability Section Cover

Occurring during the **period of insurance** within the **territorial limits** in connection with **your** ownership of the Static or Touring **Caravan** detailed in the **schedule** whilst being used for holiday purposes.

### Limit of Liability

1. Our **limit of liability** for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this **section** in the **schedule**.
2. Unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this **section** will be payable in addition to the **limit of liability** applicable.

### Section Extensions

The terms conditions and exclusions of this Policy apply to these **section** Extensions, and where no limit or maximum liability is stated in the Extensions the **section limit of liability** applies.

### Cross Liabilities

If the **Insured** comprises more than one party we will under the **Public Liability section** we will provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase **our** liability to pay any amount exceeding the **limit of liability** stated in the **schedule** regardless of the number of persons claiming to be indemnified.

### Section Exclusions

We shall not provide indemnity against liability:

1. in respect of Bodily Injury to any **domestic employee**.
2. caused by or arising from the ownership or possession or use by **you** or on your behalf of any:
  - a. aircraft or aero spatial device or hovercraft.
  - b. watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
  - c. mechanically propelled vehicle:
    - i. for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
    - ii. where indemnity is provided by any other insurance.
3. Caused by or arising from any Product Supplied after it has ceased to be in **your** custody or under **your** or any Employees control other than food or drink for consumption on **your** Premises.
4. In respect of Damage to **property** belonging to you
5. In respect of Bodily Injury to **you**
6. For the **excess** amount stated in the **schedule** to this **section** other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to **you**.
7. directly or indirectly resulting from the use, sale, supply, or care of dogs defined as dangerous by the Dangerous Dogs Act 1991 or subsequent legislation.
8. any living creatures.

9. abuse and molestation exclusion **we** will not cover claims for bodily injury caused by or arising from:
- abuse or threat, or any form of cruelty.
  - exploitation.
  - molestation, intimate or inappropriate contact or inappropriate behaviour of a sexual nature.

Or any liability arising from:

- any trade, business, or profession
- wilful or malicious acts by **you** or **your Family**.
- the **caravan** whilst being towed, including if it becomes detached from the towing vehicle.
- the **caravan** being rented out.
- any action brought against **you** or **your Family** in any court outside the **territorial limits**.

**We** will also not provide indemnity for:

- liability for loss or damage to property belonging to **you** or **your Family** or held in trust by **you** or in **your** custody or control.
- liability which is insured by or would but for the existence of this **section** be insured by another policy.
- accidental bodily injury (including death or disease) to **you** or **your Family**.
- liability created by any agreement unless **you** would have been liable without the agreement.

#### Section Conditions

##### Claims (Contribution)

If at the time of any **event** to which this **section** applies there is, or but for the existence of this **section** there would be any other insurance covering the same Damage or liability, **we** shall not be liable under this section except in respect of any **excess** beyond the amount which would be payable under such other insurance had this **section** not been affected.

##### Claims (Discharge of Liability)

**We** may at any time at our sole discretion pay to **you** the **limit of liability** applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **you** can be settled and **we** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **we** may be responsible incurred prior to such payment, provided that in the event of a claim or series of claims resulting in **your** liability to pay a sum in excess of the **limit of liability** applicable **our** liability under the Public Liability **section** for costs and expenses shall not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by or on behalf of **you** in settlement of the claim or claims.

 ping Insure





Ping Insure Limited (company number 11369509),  
Registered Office: New Broad Street House, 35 New Broad Street, London, EC2M 1NH.  
Ping Insure Limited is an appointed representative of Summit Insurance Services Limited, who is  
authorised and regulated by the Financial Conduct Authority under registered number 300172