

**Caravan Warranty** 

For nearly all types of new or used Caravan

VERSION CONTROL: 05/06/2025

## 1. Introduction

#### **About Your Insurance**

Welcome to Your Caravan Warranty insurance Policy.

Subject to the limit as shown in **Your Policy Schedule** this insurance is designed to pay for mechanical and electrical breakdown of parts which **You** are eligible for as shown in **Your Policy Schedule**.

This **Policy** provides cover for **Your caravan**, providing **You** maintain **Your** monthly **Premium** and comply with the terms and conditions set out in this booklet.

Your Policy is designed to give You the peace of mind to enjoy Your caravan even more.

We hope that You will enjoy many happy and trouble-free holidays in Your caravan.

## **Important Note**

Please take time to read the 'Important Information' section on pages 1-3 of this **Policy** Document. It tells **You** about things **You** need to check and actions **You** need to take. Information about the **Insurer's** right to change **Your** cover or **Premium** is also shown here.

This insurance was arranged and administered by MB&G Insurance Services Limited and is underwritten by Fortegra Insurance UK Limited.

MB&G Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference Number: 306978.

Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

Details about the extent of **Our** regulation by the Prudential Regulation Authority are available from **Us** on request. Annual reports on **Our** solvency and financial position can be found at <a href="https://www.fortegra.eu/solvency-and-financial-condition-report">https://www.fortegra.eu/solvency-and-financial-condition-report</a>.

Insurer/We/Us/Our: Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

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You will be covered for one month from the start date and for each further consecutive monthly period for which We accept a Premium from You, until one of the other events under section 7 and 8 of this Policy Document happens.

Some words and phrases in this **Policy** Document and on **Your Policy Schedule** will always have the same meaning wherever they appear. To make them easier to recognise when they are being used, they will be shown in bold type. They are all listed and explained in the 'Definitions' section which can be found at the end of this **Policy** Document.

All insurance documents and all communications with **You** about this **Policy** will be in English.

Please contact the **Administrator** if **You** need any documents to be made available in braille and/or large print and/or in audio format

## **How To Make A Claim**

To make a claim, within 30 days of the incident which gives rise to the claim, please use the **Administrator's** website www.mbginsurance.co.uk which will allow **You** to navigate the claims process and submit **Your** claim online. Please be aware that before any work is undertaken the **Administrator** would require the following information to log a claim:

- Estimate from a repairer of **Your** choice with a breakdown of costs for parts and labour
- Cause of the fault
- Images of the damaged/failed part (if possible)

Please be aware that once a claim is submitted this will be passed to **Our** experienced and qualified engineers to assess **Your** claim and they will get back to **You** in due course with an update. Please do not perform a repair as further information or an inspection may be required to validate **Your** claim.

Alternatively, **You** can contact the **Administrator** by phone on 0191 258 8110 (this is a basic rate number). Lines are open between 9 am and 5 pm Monday to Friday (excluding bank holidays). Alternatively, please send an email to <a href="Leisure@mbginsurance.com">Leisure@mbginsurance.com</a> or write to: Mechanical Breakdown & General Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ.

Please note that the **Administrator** will still require the same information as listed above to process **Your** claim and would actively encourage **You** send all the information through the **Administrator's** website, if possible, as this will allow **Your** claim to be reviewed as soon as possible with all information being present.

## The Insurance Contract

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This **Policy** Document and **Your Policy Schedule** are **Your** insurance documents and together they make up the contract between **You** and **Us**. It is important that **You** read this **Policy** Document carefully along with **Your Policy Schedule** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

Signed by

Authorised signatory of MB&G Insurance Services Ltd Cobalt Business Exchange Cobalt Park Way Newcastle NE28 9NZ.

## 2. Important information

## It is important that:

- You check Your Policy Schedule to ensure the details are correct and that the cover is as You requested;
- You check that You are eligible for this insurance (see 'Eligibility' below);
- If You have taken out this Policy as a private individual, You check the information You have given Us is accurate (see 'Disclosure of Important Information' on page 2);
- If You have taken out this Policy as a sole trader, a
  partnership or a limited company wholly or mainly for
  purposes relating to Your business, trade or profession,
  You are aware of Your duty of fair presentation (see
  'Your Duty of Disclosure' on page 3);
- You notify the Administrator as soon as possible of any inaccuracies on Your Policy Schedule, or if You are not eligible for the insurance; and
- You comply with any duties detailed under each section
  of the Policy Document and under the insurance as a
  whole.

#### **Conditions**

There are conditions which relate to making a claim under this insurance, and these can be found in the 'How To Make A Claim' section on page 6 of this **Policy** Document. If **You** do not meet these conditions, **We** may reject a claim payment, or a claim payment could be reduced.

## Information You give Us Eligibility

- a. If You are a private individual or a sole trader, You will be eligible for this insurance cover if You:
  - a. are at least 18 years of age at the **start date**;
  - are resident in the United Kingdom, the Channel Islands or the Isle of Man on the start date and remain so throughout the period during which You are insured under this Policy;
- b. If **You** are a partnership, limited company or other legal entity, **You** will be eligible for this insurance cover if **You**:
  - Are permanently situated, and in the case of a limited company registered, in the United Kingdom, the Channel Islands or the Isle of Man on the start date;

**Your Caravan** is eligible for cover under this **Policy** always provided that:

- When proposed to Us for cover, it is mechanically sound, fully roadworthy and fully functioning in accordance with what would be considered to be normal for a vehicle of the same model of similar age in good condition save where any defects are fully disclosed to Us.
- It is used for Your private holiday purposes only and not as a permanent or temporary home or for any commercial use to include leasing, hiring or renting out.
- 3. It is principally used in the UK.

**We** will not provide any cover if **You** do not meet these eligibility requirements. Please contact the **Administrator** as soon as possible if **You** are not eligible for this insurance, if a change in

circumstances mean that **You** are no longer meet these eligibility requirements, or if **You** have any queries. Their contact details are on page 2 of this **Policy** Document. Examples of relevant changes in circumstances could be change of address, change of name or change of **caravan**. This list is not exhaustive.

## Disclosure of important information

**PLEASE NOTE** This applies if **You** are a private individual who is taking out this insurance contract wholly or mainly for purposes unrelated to **Your** business, trade or profession.

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**, via the **Administrator**. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out or make changes to **Your Policy**. If the information provided by **You** is not complete and accurate:

- We may cancel Your Policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the Premium, or
- the extent of the cover may be affected.

If **You** become aware that any information **You** have given is incomplete or inaccurate, please contact the **Administrator** as soon as possible. Their contact details are on page 1 of this **Policy** Document.

## **Your Duty Of Disclosure**

**PLEASE NOTE** This applies if **You** are a sole trader, a partnership or a limited company taking out this insurance contract wholly or mainly for purposes relating to **Your** business, trade or profession.

Under the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk to **Us** before this **Policy** starts and when **You** make any amendment(s) to **Your** cover. This means **You** must:

- disclose all material facts which You know or ought to know;
- make the disclosure in a reasonably clear and accessible way; and
- ensure that every material representation of fact is substantially correct and made in good faith.

A 'material fact' is information that would influence **Our** decision as to whether to insure **You** and if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following:

If **You** are an individual (such as a sole trader or an individual partner): What is known to **You** and anybody who is responsible for arranging this insurance; or

If **You** are not an individual (such as a limited company or a partnership): What is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised), or anybody who is responsible for arranging this insurance;

What should reasonably be revealed by a reasonable search of information available to **You**. The information may be held within

Your organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, You are expected to have included them in Your enquiries and inform Us if You have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **You** breach **Your** duty to make a fair presentation of the risk to **Us**, then:

- Where the breach was deliberate or reckless, We may avoid this Policy and refuse all claims, and keep all Premiums paid;
- Where the breach was neither deliberate nor reckless, and but for the breach:

We would not have agreed to provide cover under this Policy on any terms, We may avoid this Policy and refuse all claims, but will return any Premiums paid; We would have agreed to provide cover under this Policy but on different terms (other than Premium terms), We may require that this Policy includes such different terms with effect from its commencement, and/or We would have agreed to provide cover under this Policy but would have charged a higher Premium, Our liability for any loss amount payable shall be limited to the proportion that the Premium We charged bears to the higher Premium We would have charged. For example, if due to a breach of fair presentation We charged a Premium of £10.00 per month, but We should have charged £20.00 per month, for a claim submitted and agreed at a settlement value of £5,000 You will only be paid £2,500.

## Our Right To Change The Cover Or Price

**We** will give **You** at least 30 days written notice if **We** decide, or need, to change **Your Policy** cover or the price of **Your** insurance. Notice of the change will be sent to **Your** last known address.

**We** will only change **Your Premium** and/or the terms and conditions of **Your Policy** for the following reasons:

- To make minor changes to Your Policy wording that do not affect the nature of the cover and benefit provided such as changes to make the Policy easier to understand;
- To reflect changes in the law, in regulation (including any decision of a regulatory body), or to any code of practice or industry guidance affecting Us or Your Policy;
- To reflect changes to taxation applicable to Your Policy (including, but not limited to, insurance Premium tax);
- To reflect increases or reductions in the cost (or projected cost) of providing Your insurance, including, but not limited to, increases or decreases caused by changes to the cost of claims which We, as part of Our pricing Policy, have assumed or projected will be made under this insurance;
- To cover the cost of any changes to the cover/benefits provided under this insurance including, but not limited to, the removal of one or more Policy exclusion(s); or
- To cover the cost of changes to the systems, services or technology in support of this insurance.
- Once We have made an alteration, no further changes will be made to the terms and conditions or the Premium for Your Policy for at least 6 months – unless

- **We** are obliged to do so by law, regulation or any code of practice or industry guidance.
- We can make changes immediately and advise You within 30 days of the change having been made if the change is favourable to You. A favourable change could include, but is not restricted to, a reduction in the rate of Insurance Premium Tax, a general reduction in the price of Your Policy or an improvement to the cover and henefits
- Upon receiving notice of any changes or proposed changes, You may cancel cover if You are unhappy with the change or proposed change.

## **Transferring Your Policy**

**You** cannot assign this **Policy** to anyone else, and the **Policy** will end on the date **Your vehicle** is sold by **You** to another party.

## 3. What is Covered

## **Silver Parts Covered**

For Caravans up to 20 years

Please see Your Policy Schedule for details of Claim Limit.

Each claim is up to the maximum stated inclusive of VAT. No limit to the number of claims.

If the Terms and Conditions of this **Policy** are fully complied with the items specifically listed will be covered against **Mechanical Breakdown**.

## **External Equipment**

## **Body Leaks**

Water ingress - Water ingress through any permanently sealed seam or joint, being part of the original manufacturer's construction (water ingress cover expires when the **caravan** is 10 years old)

Floor Delamination- floor delamination (floor delamination cover expires when the **caravan** is 10 years old).

## **Braking Systems**

All mechanical linkage, backing plates, actuators and drums. Exclusions: This Insurance **Policy** does not cover damage to brake drums, shoes or any other faults caused through misuse of the braking system.

## Chassis

All chassis members including outriggers.

## **Running Gear**

Axles, hubs, hub bearings and hub oil seals.

## Suspension

Springs, hangers, shackle pins, bushes, shock absorbers and mouldings.

## **Towing Mechanism**

All mechanical components fitted to caravans (excluding electrics).

## **Internal Equipment**

## **Auxiliary Electrics**

Main hook-up input connector, electrical battery charger and distribution unit, interior lighting units excluding bulbs and wiring.

## **Cassette Toilet**

The cassette toilet is covered (excluding seats, seals, valves and glands).

#### Cooker

The cooker unit (including burners, grill, oven and flame failure device and igniter).

#### **Fridge**

Door seal, condenser, gas control valve, gas igniter, flame failure device, voltage & fuel control panel/pcb, 12 and 240v heater elements, gas thermostat, 240v thermostat.

#### **Heating System**

Thermostat, motor, switches, control unit, gas heater, flame failure device, igniter (including ducting and fitting).

#### **Water System**

Water heater (gas or electric), freshwater tank, wastewater tank, water pump, water gauges.

If a part is no longer available and **We** are unable to repair, **We** may pay the last known list price for the part required plus an appropriate fitting charge.

## **Additional Benefits**

## Overnight Accommodation/Rail Fare

Within the **claim limit** the insurance extends to contribute to the cost of hotel expenses (excluding meals and drinks) up to a maximum of £100 (inclusive of VAT) or a return rail fare up to the same maximum amount occasioned directly as a result of the **caravan** being rendered immobile due to a fault which results in a valid **Mechanical Breakdown** claim. A VAT receipt will be required from **You** in support of any claim under this section.

## **Continental Use**

The area in which this Insurance is effective, includes the United Kingdom, the Channel Islands and the Isle of Man. The **Policy** is also valid for a maximum period of 90 consecutive days in any 12 months of cover whilst in use in the European Union. Any claim occurring under this section will be restricted to the equivalent UK cost for parts and labour operative at the time of the failure.

## Recovery

Recovery charges up to a maximum of £65 per claim inclusive of VAT will be reimbursed in the event of a valid claim, providing the failure is of such a nature as to render the **caravan** immobile or dangerous to tow. A VAT receipt will be required in support of any claim under this section.

## 4. What is not covered

The **Insurer** shall not be liable for any claims arising thereby or indirectly caused or contributed by or in consequence of a loss;

- Occurring during the warranty or guarantee period of any manufacturers or the dealer's excess period (if any) or where faults have developed during such period prior to the commencement of the **period of insurance** (provided they were evident at that time) and which have not been completely rectified or for faults and problems which should have been diagnosed and rectified by the selling dealer in the pre delivery inspection.
- Resulting from any modification to the insured caravan or the substitution of components by non-standard components or equipment not approved by the manufacturer of the caravan.
- 3. Caused by or arising from:
  - i. Overheating;
  - ii. Corrosion commensurate with the age of the insured caravan.
  - Routine servicing maintenance or repair of the insured caravan or from negligence, abuse or wilful damage;
  - The subjecting of the insured caravan to a load greater than that permitted by the manufacturer's recommendations;
  - Fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped therefrom or any extreme cause;
  - vi. Any road traffic accident or collision.
- Involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect. or for
- 5. Any ancillary components or equipment not listed under the 'What is Covered' section nor for fuel, chemicals, anti-freeze, hydraulic fluids, grease or oils.
- Investigatory or remedial work commenced before authorisation by the Administrator.
- 7. Costs incurred in routine servicing or repair.
- 8. Any parts which have not failed but have been reported as requiring replacement during routine servicing and/or repairs or at the time an **insured** repair is in progress.
- Liability which attaches to You by virtue of an agreement, but which would not have attached in the absence of such agreement.
- 10. Any caravan owned by the supplying Dealer or its associated companies or by the proprietor of such dealer or associated companies or by an employee or relative of such proprietor or component breakage occurring whilst the insured caravan is in the custody or control of such persons.
- 11. Any liability for death, bodily injury or loss of or damage to property other than the **insured** components or loss of use or any subsequent loss of whatsoever nature.
- 12. Non-compliance with the conditions relating to the servicing of the **caravan**.
- Any excess payable under this Policy, please check Your Policy schedule.
- 14. Caravans over 20 years of age.
- Any consequential loss e.g. missed ferry crossings or site fees
- 16. Any liability for death or bodily injury or damage to any person, damage to property or any other losses or expenses arising from the event that results in the total loss of the caravan.

- 17. Any claim arising directly or indirectly from:
  - a. War or acts of terrorism
  - b. You engaging in active war
  - c. Nuclear risks.
- Loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - the use of or inability to use any application, software or programme;
  - ii. any computer virus;
  - iii. any computer related hoax relating to i. and/or ii. above.

## 5. Insurance Conditions

## **Your Responsibility**

- In no case does this **Policy** apply to caravans used in any sort of competitions, rallies, or for hire or reward.
- The Insurer's liability under this Policy will be binding for the period shown on the Policy Schedule form for each cover option commencing on the purchase date of the caravan, or in the case of a caravan purchased with a Manufacturers' Guarantee or Warranty, from the date commencing immediately after expiry of the Manufacturers' Guarantee or Warranty period.
- 3. It is a condition precedent to any liability under this Policy that the insured caravan shall have undergone a pre-delivery inspection immediately prior to delivery to You and be free from any inherent defect at the time of purchase and that it shall be serviced in accordance with the Manufacturers recommended service intervals by a garage registered for VAT, and the receipts retained for inspection. A maximum allowance of 6 weeks shall be permitted as a run-over on the due date of service intervals.
- 4. During the period of insurance the insurers will repair or replace those parts listed under the 'What is Covered' section of this Policy for parts and labour (the labour reimbursement is subject to the administrators approved repairer labour rate) up to the claim limit selected on the Policy schedule. It is expressly stipulated that within the claim limit, all labour times are in accordance with the manufacturers scheduled repaired times.
- The Insurer shall not be liable for any claim arising thereby or indirectly caused or contributed by or in consequence of a loss listed under the heading 'What is Not Covered' on page 4 of this Policy.
- You shall take all reasonable steps to prevent loss or damage to the insured caravan and shall observe the terms of this Policy.
- 7. In the event of any occurrence giving rise to a claim, **You** must follow the claims procedure on page 6 of this **Policy**.
- 8. In the event of a claim the **Insurer** reserves the right to call for a contribution from **You** for betterment should the repaired **caravan** ultimately be in a better condition or have a better value than it enjoyed immediately prior to the occurrence of the claim.
- The Insurer reserves the right to subject the caravan or failed component to expert assessment.
- 10. Where dismantling of the caravan or covered component is necessary to determine the validity of a claim, You must authorise any dismantling. Costs incurred will only be met by the Insurer as part of a valid claim.
- 11. It is expressly agreed and declared that the Insurer shall be released from all liability and obligation should the conditions of the Policy not be complied with fully.

- 12. The Insurer reserves the right to direct or redirect a claim to one of its approved repairers in order for repairs to be completed. Where You wish to nominate a repairer, the labour content of any claim will be limited to the Administrator's approved labour rate of £60 (excl. VAT) per hour.
- 13. The Administrator reserves the right to specify the use of guaranteed exchange or factored parts. The parts liability for any claim will be limited to the cost of these components.
- 14. All benefits under this **Policy** shall be forfeited and the **Insurer** and **Administrator** shall be released from all obligations to **You** if the conditions and 'How to make a Claim' procedures are not complied with.
- 15. The Terms and Conditions and Policy schedule details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase which is not defined will have its ordinary meaning.
- This **Policy** does not cover any costs related to diagnostic work.

#### Other Insurance

If, at the time of a valid claim under this **Policy**, there is another insurance **Policy** in force which covers **You** for the same loss or expense, **We** may seek a recovery of some or all of **Our** costs from the other **Insurer**. **You** must give **Us** any help or information **We** may need to assist **Us** with **Our** loss recoveries.

## Subrogation

We may, at Our discretion, take any steps at Our cost in Your name against any person or entity to recover any money paid in settlement of Your claim. You must give Us all the assistance that is necessary.

## 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:

- Not pay **Your** claim; and
- Recover (from You) any payments We have already made in respect of that claim; and
- Terminate Your insurance from the time of the fraudulent act:
- 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.

## 6. How To Make A Claim

Refer to this document and ensure that the part or parts directly causing the breakdown are covered by the **Policy**.

 Take Your caravan to the agreed repairer and obtain an estimate. The repairer must then complete the claim form at www.mbginsurance.co.uk. Completing the claims form will provide Us with all of the necessary information that We require in order to quickly process Your Claim. Please note that failure to provide all information at this point may mean that We will not be able to process Your Claim. Alternatively, please send an Leisureclaims@mbginsurance.com or write Mechanical Breakdown & General Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Newcastle, NE28 9NZ. Alternatively, You may contact the **Administrator** during office hours: 9am - 5pm Monday - Friday (excluding bank holidays) on (0191) 258 8156. We would actively encourage You send all the information through the Administrator's website, if possible, as this will allow Your claim to be reviewed as soon as possible with all information being present.

- 2. The authority to dismantle any part or parts must be given by the insured to the repairer. On acceptance of the claim MB&G will reimburse the insured with the cost of dismantling as part of the total claim up to the claim limit of the Policy. However, if on dismantling it should be found that the insurers have no liability then the cost of dismantling must be borne by the insured.
- If a claim is authorised, MB&G will give authority by means of a specific claims number for the authorised sum. Any amount, in excess of this amount or any Excess under the **Policy** is the liability of the **insured**.
- 4. On completion of the authorised repairs the invoice must be emailed to invoice@mbginsurance.com quoting the claim number with a clear indication as to whom payment is to be made. The invoice should be fully detailed and indicate parts, labour and VAT. The original Service Invoice(s) must be included with the repair invoice if service proof is required.

## PLEASE NOTE THESE IMPORTANT PROVISIONS

- a. MB&G reserves the right to specify the use of guaranteed reconditioned or exchange units. The liability for parts will be limited to the cost of these items.
- b. If the failed item shows a significant degree of wear, or if the replaced item improves the overall condition or value of the Caravan, a contribution from the Insured may be required in respect of the improvement or betterment effected by the repair.
- c. Unless the repairs are carried out by the agreed repairer or when service proof is required the repairer may request the **Insured** to settle the amount in full. The **Insured** should then submit the claim to MB&G including evidence of service history.
- d. Where the **Insured** is VAT registered, the VAT element will not form part of any claim.

## 7. When Cover Under the Policy Ends

This **Policy** will end on the earliest of the following dates:

- When the period of Insurance shown on Your Policy Schedule has expired.
- The date the caravan is sold by You to another party.

The date on which **You** do not pay any **Premium** when it becomes due. If this happens, **You** will be contacted requesting payment within 14 days. If **We** do not receive payment within this period, **You** will be written to again notifying **You** that **Your Policy** will be cancelled.

## 8. Cancellation of the Policy

## Your cancellation rights

**You** can cancel **Your Policy** within 30 days of the **Start Date** or, if later, within 30 days of the date **You** receive this **Policy** Document. **We** will refund any **Premiums You** have paid 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. There will be no refund of Premium because You will only have paid for the cover You have already received.

Please contact the **Administrator** if **You** wish to cancel **Your Policy**. Please call 0191 258 8100.

## The Insurer's cancellation rights

We reserve the right to cancel this **Policy** immediately if **You** commit fraud. If **We** cancel **Your Policy**, **We** will do so in writing to the most recent address **We** have for **You**.

If there is a change to the risk which means that **We** can no longer provide **You** with insurance cover, or if **You** display threatening or abusive behaviour towards **Us** or the **Administrator**, **We** will give 30 days' notice, in writing by email to the most recent email address that **We** have for **You**, confirming that **Your Policy** will be cancelled

## 9. How to Make A Complaint

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

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

- by telephone on (0191) 259 6378; or
- by email at <u>CVT@mbginsurance.com</u>; or
- by writing to MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE28 9N7

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

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

- by submitting Your complaint online please see financial-ombudsman.org.uk; or
- by email at <u>complaint.info@financial-ombudsman.org.uk</u>; or
- by telephone on 0207 964 1000; or

 by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

# **10. Legal, regulatory & other information** COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Insurance UK Limited cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website <a href="www.fscs.org.uk">www.fscs.org.uk</a>. The FSCS can be contacted:

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

## PRIVACY AND DATA PROTECTION NOTICE Data Protection

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

## **How We Use Your Personal Data**

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may collect and use special categories of data from You for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

## **Disclosure of Your Personal Data**

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

#### International Transfers of Data

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

## **Your Rights**

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

#### Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention Policy. In most cases the retention period will be for a period of ten (10) years following the expiration of the Policy, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You require more information or have any questions concerning Our use of Your personal data, Our full Privacy Policy can be found at <a href="https://www.fortegra.eu/privacy-Policy">https://www.fortegra.eu/privacy-Policy</a>. Alternatively, please contact The Data Protection Officer, Fortegra Insurance UK Limited, 20 Fenchurch Street, 5th Floor, London, England EC3M 3BY or via email at <a href="mailto:dpofficer@fortegra.eu">dpofficer@fortegra.eu</a>.

## Applicable Law

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

## Sanctions

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

## Misinformation

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

## **Rights of third parties**

A person who is 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.

For **Your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows him/her to or if the contract confers a benefit upon him/her. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it. For further guidance please see <a href="www.legislation.gov.uk">www.legislation.gov.uk</a> or contact the Citizens Advice Bureau.

## 11. Service Schedule

It is a condition of this **Policy** that a service should be carried out on the **caravan** at the manufacturer's service intervals. (An allowance of 6 weeks is applicable.) Failure to maintain and prove that the above service schedule has been complied with will invalidate this **Policy**.

#### **IMPORTANT**

Acceptable proof of servicing will be the fully detailed original VAT service invoices. It is therefore vital that these documents are retained by **You** for **Your** further protection, and **Our** inspection in the event of a claim. In the event of these (invoice/s) documents being lost, then the onus of proof regarding servicing will rest on **You**.

## 12. Definitions

The words or expressions detailed below have the following meaning wherever they appear in this **Policy** and will appear in bold:

#### **Active War**

**Your** active participation in a war where **You** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

#### **Administrator**

MB&G Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ, United Kingdom. MB&G Insurance Services Limited are an insurance intermediary who are authorised and regulated by the Financial Conduct Authority under registration number 306978. Details of the extent of MB&G Insurance Services Limited's regulation by the Financial Conduct Authority are available from MB&G Insurance Services Limited on request. Registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

## Caravan

Is the caravan shown on Your Policy Schedule.

## **Claim Limit**

The maximum amount payable for any one claim is £1,000 for Silver and for Gold up to the purchase price of the **caravan** or as detailed in **Your Policy Schedule**, on each and every claim up to an aggregate of the **caravan** purchase price.

## Cover Level

As stated on the **Policy Schedule**.

## **Consequential Loss**

You are not covered for any costs that are directly or indirectly caused by the event which led to Your claim unless specifically stated in Your Policy Schedule.

## **End Date**

The date this insurance cover ends, in accordance with Section 7 of this **Policy** Document.

## Insured/You/Your

Registered owner of the **caravan** forming the subject matter of this **Policy** and named on the **Policy Schedule.** 

#### Insurer/We/Our/Us

Fortegra Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <a href="https://www.fortegra.eu/solvency-and-financial-condition-report">https://www.fortegra.eu/solvency-and-financial-condition-report</a>.

#### Mechanical Breakdown

Is the sudden and unforeseen failure of a covered component arising from any permanent mechanical, electrical or electronic defect, causing sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation can be resumed. Claims arising solely as a result of **wear and tear** blockage or normal deterioration in operating performance of components are not covered.

#### **Nuclear Risks**

lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive.

## Period of Insurance

A period of one month from the **Policy Start Date** as shown on the **Policy Schedule** and for each subsequent month for which a **Premium** has been paid, until the **end date**.

## **Policy Schedule**

The document issued to **You** with this **Policy** Document containing **Your** personal information, details of **Your caravan**, and specific details of **Your** insurance cover.

## **Policy Retailer**

The company that arranged the sale of this insurance for **You**. **Premium** 

The monthly **Premium** that **You** have agreed to pay **Us** in respect of insurance cover under this **Policy**. Each payment of **Premium** by **You** entitles **You** to one calendar month of Insurance cover.

## **Start Date**

The date the insurance cover commences as shown on **Your Policy Schedule.** 

## Terrorisn

An act including, but not limited to, the use or threat of force and/ or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## War Means:

- War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b. Any act of terrorism, or
- c. Any act of war or terrorism involving the use of, or release of a threat to use, any nuclear weapon or device or chemical or biological agent.

## **Wear and Tear**

The gradual deterioration associated with normal use and age of the **caravan** and its components.



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