

# **Motorhome Warranty**

For any make of new or used Motorhome

VERSION CONTROL: 06/06/2025

#### 1. Introduction

#### **About Your Insurance**

Welcome to Your Motorhome 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 motorhome**, 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 motorhome even more.

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

#### **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>.

**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 leisureclaims@mbginsurance.com 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

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

P K Smily

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 2);

- 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 7 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

- If You are a private individual or a sole trader, You will be eligible for this insurance cover if You:
  - 1. 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;
- 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 motorhome** 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.
- **2.** 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 1 of this Policy Document. Examples of relevant changes in circumstances could be change of address, change of name or change of motorhome. 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 benefits.
- 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 motorhome** is sold by **You** to another party.

# 3. What is covered

If the Terms and Conditions of this **Policy** are fully complied with the following items will be covered against **mechanical breakdown.** 

# **Gold Parts Covered**

For Motorhomes up to 10 years / 60,000 miles

Please see **Policy schedule** for details of the maximum amounts that may be paid for each and any claim. These may be subject to lower limits as stated on these pages. All limits include VAT. There is no restriction to the number of claims **You** can make. This **Policy** covers the following parts against **mechanical breakdown**.

#### **Parts Covered**

All electrical and mechanical components of the insured **motorhome** fitted as parts of the manufacturer's original specification and including:

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 **motorhom**e is 10 years old)

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

#### Also Included Are:

#### Oil Seals

Crankshaft front seal, camshaft oil seal, auxiliary shaft oil seal, gearbox rear seal, drive shaft(s) seals, differential pinion seal and any oil seal or gasket where removal of the engine, gearbox or differential/ drive unit is essential in order to effect repair.

#### **Working Materials**

Oils, oil filter and anti-freeze are covered only if it is essential to replace them because of the failure of a part which is covered under this **Policy**.

#### Casings

If any parts covered fails and this damages the casings, they will also be covered.

#### **Repairs Only**

Shower trays, GRP fibreglass and plastic panels up to £500 inc VAT. (Exterior panels only).

# **Excluding**

Body, airbag & system (with the exception of airbag control unit), all glazing, including rooflights, vents & windows, paint, brightwork and all similar trim and finish.

Normal wear and tear/service items and other components subject to routine maintenance or periodic repair or replacement such as (this is not a complete list), HT leads, brake frictional material, clutch facings, wiper blades/rubbers, cables, wiring looms, V belts, bolts & fixings, pipes & hoses, exterior light bulbs/units, wheels & tyres, batteries, exhaust systems (including DPF & catalytic converters), gas bottles & gas taps, soft furnishings, curtains, blinds, internal doors & furniture, carpets, floor coverings, work surfaces and all similar decor.

The adjustment of all components, including but not limited to: window catches, stays and associated fittings, blinds, hinges, catches, stays and doors.

Replacement of bulbs, fluorescent tubes, LED's fuses and electrical connections.

Entertainment/communication systems and connected equipment, driver assist electronic systems.

Replacement of shower trays, GRP fiberglass and/or plastic panels.

If the 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.

#### **Silver Parts Covered**

For motorhomes up to 20 years

Please see **Your Policy schedule** for details of **claims 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 a part of the original manufacturer's construction (water ingress cover expires when the **motorhome** is 7 years old). Floor Delamination: Floor Delamination cover expires when the **motorhome** is 7 years old).

#### **Engine**

Rocker assembly including hydraulic followers, inlet and exhaust valves (excluding burnt valves), springs & guides, cylinder head (excluding cracks & decoking), cylinder head gasket, push rods, camshafts & followers, timing gears belts & chains, oil pump, pistons & rings, cylinder bores, con rods, gudgeon pins & bearings, crankshaft & bearings, inlet manifold, flywheel and ring gear.

### Manual gearbox

Failure of the following mechanical parts: Gears, synchromesh hubs, selectors, shafts, bearings & bushes, and transfer gears.

# **Automatic gearbox**

Failure of the following mechanical parts: Shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings & bushes, servo, drive plate, transfer gears, computer governor and torque converter.

#### Differential

Crown wheel and pinion, gears, shafts, bearings & bushes, thrust washers and spacers.

#### Clutch

**Mechanical breakdown** of the centre plate, pressure plate, release bearing, oil contamination (centre plate only), master and slave cylinders (excluding general **wear and tear**).

# Front wheel drive

Drive shafts including constant velocity joints, universal joints and couplings (excluding gaiters).

#### Rear wheel drive

Half shafts, rear wheel external drive shafts including velocity joints, universal joints and couplings (excluding gaiters).

# **4 Wheel Drive Vehicles**

Cover as above for front and rear wheel drive.

#### **Propshaft**

Failure of the propshaft including universal joints and couplings.

#### Wheel bearings

Failure of front and rear wheel bearings.

#### **Engine Cooling System**

Radiator, oil cooler, viscous fan coupling, water pump, thermostat, thermostat housing, thermostatically controlled radiator fan.

#### **Air Conditioning**

The air conditioning compressor, forming part of the original base vehicle chassis.

#### Turbo Charger (where factory fitted)

The turbo unit is covered.

#### Fuel System (diesel and petrol)

Lift pump, mechanical or electrical fuel pumps (including fuel injection pump), tank sender unit, throttle body, airflow meter, idle control valve, injectors, oxygen sensor, map sensor.

#### **Front and Rear Suspension**

Coil springs and leaf springs.

#### Steering (including P.A.S.)

Rack & pinion, steering box, power steering rack & pump, power steering reservoir, idler box where applicable (excluding gaiters).

#### Brake

Brake master cylinder, wheel cylinders, restrictor valve, calliper seals, servo.

#### **Anti-locking Brake System**

The ABS control unit, pump and wheel sensors are covered.

#### **Electrical System**

Starter motor & solenoid including pre-engagement mechanism and bendix drive, alternator, ignition coil, charge regulator, window & sunroof motors, centralised locking, heater fan motor, indicator flasher relay, distributor, front & rear windshield wiper & washer motors, electronic ignition amplifier.

#### **Engine Management (ECU)**

Engine electronic control unit.

# **Exhaust Gas Recirculation (EGR)**

**EGR Valve** 

# **Working Materials**

Oils, oil filter and anti-freeze are covered only where their replacement is essential as a direct result of the failure of a covered item.

#### **Casings**

Should the failure of any of the components covered result in damage to the casings, then they will also be covered and will constitute part of the maximum claim liability.

#### **Internal Equipment**

**Auxiliary Electrics** 

Main hook-up input connector, ELCB, battery charger and distributor unit, interior lighting units (excluding bulbs and wiring).

#### Cassette toilet.

The cassette toilet is covered (excluding 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 source 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 (excluding ducting and fittings).

#### Water System

Water heater, gas or electric, fresh water tank, water pump, water gauges.

If the 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

#### **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 **motorhome** 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 breakdown repair cost element of this Warranty is extended to cover the Vehicle whilst travelling within the EU for a period of 90 consecutive days in any 12 months of cover. The **Insured** may authorise repair work and claim reimbursement in accordance with the terms of the **Policy** subject to a receipted invoice and service history being forwarded to the **Administrator**. 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 **motorhome** immobile or dangerous to tow. A VAT receipt will be required in support of any claim under this section.

#### **Vehicle Hire – For Accepted Claims Only**

Should **Your motorhome** require repair under this Warranty and prior authority has been given by the **Administrator**, **We** will pay a contribution of up to a total of £30 (including VAT) per day for a maximum of five days towards the cost of hiring a similar vehicle.

Vehicle Hire is not available for the first 24 hours following the claim being reported to **Us**. The contribution towards vehicle hire will be specifically excluded if the **motorhome** is off the road and repairs are unable to commence or be completed due to the non-availability or workshop facilities, parts or in the case of excessive labour charges.

# 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.
- 2. Resulting from any modification to the insured **motorhome** or the substitution of components by non-standard components or equipment not approved by the manufacturer of the **motorhome**.
- 3. Caused by or arising from:
  - i. Overheating;
  - ii. Corrosion commensurate with the age of the insured motorhome;
  - Routine servicing maintenance or repair of the insured motorhome or from negligence, abuse or wilful damage;
  - iv. The subjecting of the insured motorhome to a load greater than that permitted by the manufacturer's recommendations;
  - v. 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.
- Any ancillary components or equipment not listed under the What is Covered section nor for fuel, chemicals, anti-freeze, hydraulic fluids, grease or oils.
- 6. Investigatory or remedial work commenced before authorisation by the **Administrator**.
- 7. Costs incurred in routine servicing or repair.
- 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 motorhome 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 motorhome is in the custody or control of such persons.

- 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.
- Non-compliance with the conditions relating to the servicing of the motorhome.
- Any excess payable under this Policy, please check Your Policy schedule.
- 14. Motorhomes 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 motorhome.
- 17. Any claim arising directly or indirectly from:
  - a. War or acts of terrorism
  - b. You engaging in active war
  - c. Nuclear risks.
- 18. 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;
  - any computer related hoax relating to i. and/or ii. above.

# 5. Insurance Conditions

#### Your Responsibility

- This Policy, together with any written statement or other information made or supplied by You relating to insurability, shall constitute the entire contract between Us. The provisions of the contract are, where their nature permits, conditions precedent to Our liability.
- You cannot assign or change the Policy in any manner whatsoever.
- When Your cover under this Policy ends it will not have a cash or surrender value.
- 4. Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.
- To improve the quality of Our service, We will be monitoring and recording all telephone calls made to Our Administrator, MB&G Insurance Services Limited.
- 6. The **Insurer** share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **You** have supplied relevant to this insurance cover and on a claim form, together with other information relating to the claim, will be provided to the Register.
- Our liability under this Policy will be binding for the period of insurance shown on the Policy schedule. Cover commences 28 days after the date of first purchase of this Policy.
- 8. The vehicle shall be free of any pre-existing faults at the time of purchase of the Policy and that it shall be serviced in accordance with the manufacturer's recommended service intervals by a garage registered for VAT, the garage completing the relevant service details in the vehicle's service book and the receipt

- retained. A maximum allowance of 21 days or 500 miles (whichever is less) shall be permitted as a run-over on the due date of service intervals. **You** shall not continue to use the **vehicle** following a **breakdown** where use may cause further damage to the **vehicle**.
- 9. 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 or a claim made by You or anyone acting on Your behalf to obtain a Policy benefit is fraudulent or intentionally exaggerated; or a false declaration or statement is made in support of a claim under this Policy.
- 10. If at any time this insurance which We arranged for You is subsequently cancelled by the Insurer, We may arrange and enter in to a new contract with another Insurer ("New Policy"), acting as Your agent on Your behalf. We will give You advance notice of any changes to the terms of the New Policy. This clause can apply to more than one New Policy. You may at any time cancel the authority contained in this clause by giving Us written notice, although Your notice will not affect New Policies entered into before We receive Your notice.
- 11. This insurance is an addition to **Your** legal rights under the Sale of Goods Act if **Your vehicle** is found to be unfit for use or not of satisfactory quality.
- This insurance does not entitle You to Breakdown Assistance/ Rescue services.
- 13. Where dismantling of a covered **component** is necessary to determine the validity of a claim, **You** must authorise any dismantling. Costs incurred will only be met as part of a valid claim.
- 14. It is expressly agreed and declared that We shall be released from all liability and obligation should the Terms and Conditions of the Policy not be complied with fully.
- 15. The Terms and Conditions and application 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.

#### 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 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 motorhome to Your supplying dealer or 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 email leisureclaims@mbginsurance.com or write to: 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 mail 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 authority 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 **Motorhome**, 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.

#### **IMPORTANT**

It is not possible for the claims office to authorise any claim without issuing a claims authority number. No repairs may commence until explicitly authorised by means of such an authority number. It is therefore essential that the number be recorded and quoted in all correspondence and repair invoices relating to the claim. Liability cannot be accepted for any repairs undertaken or commenced without this authority number.

# 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 motorhome 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

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. Complaints Procedure

If **You** wish to make a complaint about the conduct of the sale of this **Policy**, including any information provided as part of the sale, please contact 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 CVT@mbginsurance.com; or
- by writing to MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE28 9NZ

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 <u>www.fscs.org.uk/contact-Us/</u>; 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/.

# **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.

# Privacy & 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>.

#### 11. Service Schedule

It is a condition of this **Policy** that a service should be carried out on the **motorhome** at the manufacturer's service intervals. (An allowance of 6 weeks or 1000 miles 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.

#### **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 **motorhome** or as detailed in **Your Policy schedule**, on each and every claim up to an aggregate of the **motorhome** purchase price.

#### **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 **motorhome** 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. Covered components are detailed on pages 3, 4 & 5 under 'What is Covered'.

#### Motorhome

Is the motorhome shown on Your Policy schedule.

#### **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 motorhome**, and specific details of **Your** insurance cover.

#### **Policy Retailer**

The company that arranged the sale of this insurance for You

#### Premiun

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.

# **Proposal**

The **proposal** form and any other information provided by the **insured** or on his/her behalf. In consideration of the **insured** having completed a **proposal** form and the required **premium** being paid

to the **Administrator** (please note this **Policy** is not valid until such **premiums** have been received), the **Insurer** agrees to indemnify the **You** up to the **claim limit**, subject to the definitions, conditions, exclusions and **period of insurance**.

#### Start Date

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

#### **Terrorism**

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 **Motorhome** and its components.



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