

Welcome to your MotorhomePremier

# Insurance Policy



**PolicyPlan**

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## Introduction

This policy is evidence of a legally binding **contract** of insurance between **you** and **us**. **We** rely upon the information **you** provided or which has been provided on **your** behalf on your signed proposal form or **statement of fact**, and any other information given either verbally or in writing by **you** or on **your** behalf in the formation of and throughout the duration of the **contract**.

**You** must read this **policy wording**, the **schedule** and the **certificate of motor insurance** together. The **schedule** tells **you** which sections of the **policy wording** apply. Please check all the above documents carefully to make certain they give you the cover **you** want.

In return for **your** premium, **we** agree to insure **you** under the terms, conditions and exclusions contained in this **policy wording**, or in any **endorsement** applying to this **policy wording**. **We** will provide the cover shown in the **schedule** for loss or damage that happens within the **territorial limits** during the **period of insurance**.

Our provision of insurance under this **contract** is conditional upon you observing and fulfilling the terms, provisions, and conditions of this **contract**.

Nobody other than **you** and **us** has any rights that they can enforce under this **contract** except for those rights that they have under road traffic law in any country in which this insurance applies.

The words that appear in bold throughout this **policy wording** are definitions as shown in the definitions section of the **policy wording** and have the same meaning wherever they appear.

# What to do in the event of an accident

## 24 HOUR CLAIMS HELPLINE: +44 (0)345 319 9999

However minor **you** think a road accident is, **you** must stop.

Failing to do so is an offence as per section 170(2) of the **Road Traffic Act 1988**.

Take a look around and if anyone has been injured in the accident **you** should call the police (and an ambulance if necessary) as soon as possible. It is a legal requirement to report to the police if **you** hit certain animals such as dogs, horses, cattle, sheep pigs, donkeys or goats. The police should also be called if the accident is blocking the road. Please see [www.gov.uk](http://www.gov.uk) for full details.

**You** should;

1. Avoid saying sorry or accepting blame for the accident as this may affect any insurance claim
2. Give **your** name, address and insurance details
3. Get the name, address, phone number, vehicle registration and any other information **you** can from the other driver or drivers, passengers, witnesses and any other attending officer
4. Ask the other drivers involved for their insurance details. If **you** are unable to obtain these, use the askmid Roadside service by visiting [www.askMID.com](http://www.askMID.com) from **your** mobile phone. (There is usually a charge for this service)

Take as many photos as possible from different angles before any motor vehicles are moved. If **you** are unable to take photos, sketch the scene noting the position of all vehicles involved. Make a note of the weather conditions, a list of damage to vehicles and any injuries sustained by drivers, passengers or pedestrians

Call 999 immediately if someone leaves the scene of the accident without giving their details. Always make sure **you** write down the vehicle registration mark of any other motor vehicle involved as a minimum.

**YOU MUST REPORT ANY INCIDENT LIKELY TO GIVE RISE TO A CLAIM WITHIN 48 HOURS FROM THE TIME OF THE INCIDENT. IF THIS CONDITION IS NOT MET AND IN THE EVENT THAT THE INCIDENT LEADS TO A CLAIM, YOUR TOTAL EXCESS FOR THE CLAIM WILL INCREASE BY £500.**

If **you** delay reporting a claim to **us** it may increase claim costs, which **you** will become liable to pay. It may also invalidate **your** right to claim.

## The parties involved in your insurance

This insurance **contract** is underwritten by Gefion Insurance A/S managed on **our** behalf by PolicyPlan Limited.

Gefion Insurance A/S,  
Østergade 10,  
1100 Copenhagen K,  
Denmark

Gefion Insurance A/S is an EU insurer, authorised and regulated by the Finanstilsynet (Danish FSA). Danish FSA register number 53117. CBR (Central Business Register) 36016493

Policyplan Limited is an appointed representative of Staveley Head Limited. Staveley Head Limited is authorised and regulated by the Financial Conduct Authority (FCA). You can access the Financial Conduct Register from the Financial Conduct Authority (FCA) website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA on 0800 111 6768. Financial Services Register number 310600.

# Important information about your insurance contract

## Call recording

For **our** joint protection telephone calls may be recorded and/ or monitored by **us, your insurance intermediary** and **our** service providers.

## Choice of law

The law of England and Wales will apply to this **contract** unless:

1. **You** and **we** agree otherwise
2. **You** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the applicable law will apply.

## Choice of language

The terms and conditions of this **contract** and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the **contract**.

## Contract (rights of third parties) act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the insured and both the insurer and insured may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

## Use

This **contract** of insurance only covers **you** and/or any named drivers if **you** and/or any named drivers use the insured **motorhome** in the way described in **your certificate of motor insurance** (under limitations of use) and any **endorsements**.

## Your insurance intermediary

In the event that **we** are unable to continue to trade with **your insurance intermediary** because they have ceased to trade through bankruptcy or liquidation, or in the event that their relevant FCA authorisation is revoked, **we** reserve the right to pass **your insurance contract** and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

# Definitions

The following words and/or terms will have the same meaning attached as defined below each time they appear in bold type in this **policy wording**.

References to a statute will be construed to include all its amendments or replacements.

## Accessories

Parts of **your vehicle** which are not directly related to how it works as a **vehicle**. This includes in-van entertainment, such as a radio, and communication equipment which form part of **your vehicle**.

## Certificate of motor insurance

The current document that proves **you** have the motor insurance **you** need by law. It shows who can drive **your motorhome** and what **you** can use it for. It is proof that **you** can use **your motorhome** on a road or other public place, as required by the **Road Traffic Act**.

## Contents

Household goods and **personal possessions you** or a member of **your** family own that are in **your motorhome**.

## Contract (Contract of Insurance)

The **policy wording**, the **schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the proposal form or **statement of fact** and declarations that **you** have made, all form the contract of insurance.

## Endorsement

An extra or alternative wording which changes the terms of **your contract**. The endorsements which apply are shown in **your schedule**.

## Excess

The amount stated in this **contract**, the **schedule** or any **endorsement** for which **you** will be responsible and which will be deducted from any payment under this **contract** after all other terms and conditions have been applied.

## Fire

Fire, self-ignition, lightning and explosion

## Hazardous goods

Explosives, chemicals, chemical by-products, acids or any other goods of a generally dangerous or hazardous nature.

## High risk items

1. Articles of gold or other precious metals, jewellery, stones (precious or non precious), watches
2. Collections of any kind (e.g. Coins, medals, stamps or trophies)

3. Contact/corneal lenses or spectacles
4. Computers & Personal Digital Assistants (PDA's) (including laptops, tablet computers, gaming consoles, associated peripherals and data)
5. Furs
6. Guns (and associated equipment)
7. Hearing aids
8. Money, debit or credit cards, stamps, tickets and / or other negotiable securities or documents
9. Musical Instruments
10. Pedal Cycles (including accessories)
11. Media or Data including CDs/DVDs
12. Photographic equipment (including cameras, video cameras and camcorders)
13. Pictures or works of art
14. Sports equipment, including but not limited to:
  - a. Diving equipment
  - b. Fishing tackle
  - c. Surfing equipment
  - d. Water sports equipment
  - e. Winter sports equipment
15. Telephones of any kind (including their associated equipment), office and/or business equipment, trade goods or samples.

## Insurance intermediary

The person or company you purchased this insurance from.

## Market value

The cost of replacing **your motorhome** in the UK with one of the same make, model, specification, mileage, age and condition as determined by reference to vehicle value publications.

## Motorhome

The **motorhome** or campervan whose details have been reported to and accepted by **us**; and whose registration number is shown in **your schedule**. This includes fixtures and fittings, audio or visual equipment, security devices, electrical navigation equipment and spare parts and **accessories** which have been supplied by **your motorhome** manufacturer, or which have subsequently been fitted by a specialist converter or supplier. All these items must be designed to be permanently installed and be permanently fitted to the **motorhome**.

## Occurrence

Any one event or occurrence or all occurrences of a series consequent on or directly attributable to one original cause.

## Period of insurance

Period of insurance means the period shown as such on the **schedule**, which times are taken as Greenwich Mean Time unless otherwise stated.

### Personal possessions

Articles which are normally worn, used or carried on the person outside of the home (excluding **high risk items**).

### Policy wording

This document

### Pollution or contamination

Actual, alleged or threatened release, discharge, escape or dispersal of any solid, liquid, gaseous or thermal irritant or contaminant; including smoke, vapour, soot, fumes, acids, alkalis, chemical or waste (including materials to be recycled, reconditioned or reclaimed).

### Road Traffic Act

Any act, Law or Regulation which governs the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### Schedule

The document which gives details of the cover and sum insured limits **you** have under this **contract** (including any **endorsements**). Schedules may be reissued from time to time where each successor overrides the earlier document.

### Statement of fact

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for this insurance. If there are any alterations to the facts shown in this form **you** should inform **your insurance intermediary** as soon as possible.

### Territorial limits

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

### Terrorism

We do not cover any consequence whatsoever resulting directly or indirectly from or in connection with **terrorism**, regardless of any contributory cause or event, except where such liability is required to be covered by the **Road Traffic Act**

### Theft

Theft or attempted theft excluding obtaining property by deception.

### Trailer

Any articulated or semi-trailer mentioned by description or category in the **schedule**.

### Unattended

Where neither **you** nor your driver is in a position to maintain surveillance and at the same time have a reasonable prospect of preventing any unauthorised interference.

### You/Your

The person or people named as the insured in **your schedule** and **your certificate of motor insurance**.

### We/Us/Our

Gefion Insurance A/S.

### *Special definitions covered under personal accident benefits*

#### Permanent loss of sight in both eyes

Where the claimant is registered blind on the authority of a fully qualified ophthalmic specialist.

#### Loss of sight in one eye

Where the degree of sight remaining after correction in one or both eyes is 3/60 or less on the Snellen Scale.

#### Total loss of one or more limbs

Where there is complete severance or the total and permanent loss of use of a limb.



## Section 1 - Loss or damage to your motorhome

If **your motorhome** is lost, stolen or damaged, **we** will make a decision to either:

1. Pay for **your motorhome** to be repaired
2. Replace **your motorhome**
3. Pay **you** a cash amount equal to the loss or damage.

### In the event of a total loss

The most **we** will pay will be the **market value** of your **motorhome** at the time of loss, but not more than your estimate of value as shown on your **schedule** and always subject to the individual limits shown above.

**We** will also pay the following benefits:

### Alternative accommodation and travel

**We** will pay up to £50 per day for a maximum of 10 days for alternative accommodation and travel costs (receipts required) if **your insured motorhome** has been stolen or damaged and the loss or damage is covered by this **contract**. This cover only applies where the loss or damage occurs at least 100 miles from **your** home address.

### Audio/visual equipment

**We** will pay up to £1,000 (subject to any **excess**) for the cost of or replacing audio/visual/ computer equipment and telecommunications equipment provided that such items are permanently fitted to **your motorhome**.

**We** do not cover loss of or damage to tapes, cassettes, compact discs, MP3 players and accessories, visual and sound reproducing equipment, DVD players, telephones or other communications equipment, radar detection equipment. **We** do not cover electronic satellite navigation equipment unless fitted by the manufacturer at first registration.

### Camping equipment and awnings

**We** will pay up to £2,500 (subject to any **excess**) for loss or damage to camping equipment, awnings and generators whilst inside or attached to **your motorhome**.

### Contents and Personal Possessions

**We** will pay up to £5,000 (subject to any **excess**) for loss of or damage to **contents** and **personal possessions** whilst kept in **your Motorhome**.

**We** will not be liable:

1. For more than the value of the **contents** at the time of the loss or damage
2. For any item valued higher than £200
3. For any **high risk item**
4. For property insured under any other insurance
5. For **theft** of **your** property if **your motorhome** is left unattended and / or:

- a. The **motorhome** is unlocked
- b. The window / sunroof is open
- c. The keys are in or on the **motorhome**.

### Lock replacement

**We** will pay up to £1,000 (subject to any **excess**) towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface if **your** keys or lock transmitter have been lost or stolen. **We** will not pay any claim where the keys, or lock transmitter are:

1. Left in or on the vehicle at the time of loss; or
2. Taken without **your** permission by a person known to **you** or an employee or ex employee

### Medical expenses

**We** will pay up to £200 per person for any medical expenses necessarily and properly incurred if the driver and/or passenger(s) are injured in an accident directly involving **your motorhome**.

### Personal accident benefits

**We** will pay **you** or **your** legal representatives if **you** or **your** spouse are accidentally injured whilst travelling in or getting into or out of **your motorhome**, and this injury alone results within 13 weeks of the accident in:

1. Death
2. Total loss of one or more limbs
3. Permanent loss of sight in one or both eyes.

**We** will not be liable:

- a. For costs of more than £5,000 arising from any one incident during any one **period of insurance**
- b. To anyone under the age of 21 at the date of the accident
- c. To anyone over the age of 70 at the date of the accident
- d. For any intentional self-injury, suicide or attempted suicide
- e. For death or bodily injury while under the influence of drugs, alcohol or anything taken or inhaled
- f. In respect of further loss of or injury to any limb or eye which was defective prior to any accident covered by this insurance
- g. Death or bodily injury caused by disease, physical sickness or disability
- h. Anyone failing to keep to the law regarding the use of seat belts and mobile phones.

### New for old replacement vehicle

Where **your motorhome** is stolen and not recovered or it is damaged in an accident or by **fire**, the insurer will replace it with a new **motorhome** of the same make, model and specification.

This cover will not apply:

1. If **your motorhome** is not within one year of first registration
2. If **your motorhome** has completed more than 10,000 miles
3. Unless the cost of repairs covered by this **contract** will exceed 60% of the manufacturers list price (including vehicle tax and VAT) at the time of purchase
4. Unless **your motorhome** is owned by and registered to **you**
5. If a replacement **motorhome** of the same make, model and specification is not available, then the most the insurer will pay is the **market value** of **your motorhome** at the time and date of the loss or damage.

### Windscreen/windows

**We** will cover the cost of repairing or replacing broken glass in the windscreen and/ or windows of **your motorhome**, and any scratching of surrounding bodywork resulting solely and directly from such breakage up to £1,500.

1. **We** will not be liable for the first £75 of each claim (**excess**) if the windscreen/window glass is replaced rather than repaired
2. Any payment made solely under this insured section will not affect **your** no claim bonus provided no other damage has been sustained by the insured **motorhome**.
3. **We** do not cover damage to sunroofs, skylights or similar roof openings.

# Limitations and exclusions to Section 1

## **Cherished or personal number plate**

If **you** request that **you** retain a cherished or personal number plate **you** must follow the procedure laid down under the Driver and Vehicle Licencing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and **you** will be responsible for the appropriate fee. If it is intended to apply to retain the number plate **you** must notify the insurer immediately and provide details of the replacement vehicle registration mark as soon as it is notified. If **we** are not notified immediately of the intention to retain the number plate, **we** will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

## **Cooking and heating equipment**

**We** do not cover loss or damage caused by fire or explosion arising from the use of cooking or heating equipment, unless the equipment has been serviced and/or fitted by a qualified engineer and a fire extinguisher and/or blanket is kept in or on the **motorhome**.

## **Damage to tyres**

**We** do not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving **your motorhome**.

## **Deception**

**We** do not cover any loss suffered through the obtaining of property by the offence of fraud by false representation.

## **Diminution in value**

**We** do not cover any reduction in value of **your motorhome** following repair thereof.

## **Freezing Water**

Unless **you** drain down all water systems and internal sanitary systems when the **motorhome** is not in use, **we** will not pay for loss or damage caused by water freezing in any fixed water or heating installation or loss or damage caused by water, steam or other liquid escaping from a fixed household appliance or fixed water or heating installation between 1st November and 15th March.

## **Loss of fuel/misfuelling**

**We** do not cover loss of petrol fuel or diesel fuel by any means or damage caused by misfuelling.

## **Hire purchase agreement**

If **we** know that **you** are still paying for **your motorhome** under a hire purchase or leasing agreement, **we** will make any payment due to the owner described in that agreement. **Our** liability for this **motorhome** under this contract will then end.

## **Impounding of your motorhome**

**We** do not cover loss of or damage to **your motorhome** arising from it being impounded as a result of a **road** traffic accident or vehicle licence offence or Custom and Excise offence or under the provisions of the 5th EU Motor Insurance Directive (Motor Insurance Database) or for any penalties imposed because of the incorrect disposal of **your motorhome** deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where the insurer did not retain the salvage for disposal.

## **Loss of use**

**We** do not cover loss of use of **your motorhome**, or any other loss or damage other than expressly and specifically insured under this section.

## **Mechanical or electrical breakdowns**

**We** do not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.

## **Other insurance**

If at the time of the claim there is any other policy covering the same property or **occurrences** insured under this **contract** **we** will be liable only for **our** proportionate share. If such other policy has a provision which prevents it from contributing in a like manner, the most **we** will only pay **our** ratable proportion of the loss.

## **Replacement of parts**

**We** may decide to repair **your motorhome** with parts which have not been made or supplied by **your motorhome's** manufacturer, but which are of a similar standard.

If a replacement for any damaged accessory or part of **your motorhome** is not available, the most **we** will pay is its price (as specified by the manufacturer) at the time of the loss. **We** will not pay more than the cost of the accessory or part as shown in the manufacturer's last price list in the United Kingdom.

## **Standard accessories or spare parts**

For the purposes of this section 2 any standard accessory, spare part or component or otherwise as agreed by the insurer which is fitted to the insured motorhome, or kept in a locked and secure private

garage, shall be treated as a part of it.

#### **Subsequent damage**

**We** do not cover any additional damage resulting from **your motorhome** being removed by **you** after an accident or **fire** or **theft**.

#### **Security/immobiliser/keys**

**We** do not cover loss of or damage to the insured **motorhome** arising from **theft** or attempted **theft** if:

1. **Your motorhome** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when **your motorhome** is parked and **unattended**
2. The immobiliser fitted by the vehicle manufacturer or fitted post manufacture or as specified and agreed by the insurer has not been maintained in working order at all times and has not been activated when **your motorhome** is parked and **unattended**
3. The keys or other device which unlocks **your motorhome** have been left in or on **your motorhome** or not removed to a safe and secure place.

#### **Theft**

**We** do not cover loss or damage to **your motorhome** by **theft** or attempted **theft** unless the **motorhome** has been securely locked at all points of access, any security devices are in full and effective operation and the keys/or keyless entry system are removed from the **motorhome**.

#### **Trailer**

**We** do not cover loss of or damage to any **trailer**, unless full details of such **trailer** have been given to and accepted by the insurer. The insured sections applying to any such declared **trailer(s)** will be identical to its motive unit. Cover only applies whilst the **trailer** is attached to **your motorhome**.

#### **Wear and tear**

**We** do not cover wear and tear or depreciation or that part of the cost of repair which improves **your motorhome** beyond its condition at the time of the loss or damage.

## Section 2 - Liability to third parties

### Your liability to third parties

**We** will insure **you** for any compensation **you** may have to pay (and any expenses **we** agree) as a result of **you** being legally liable following:

1. Death or bodily injury to anyone else for an unlimited amount
2. Damage to anyone else's property, up to £5,000,000 for any one claim or all claims arising from any one incident

This section only applies if the death, bodily injury or damage arises out of an accident caused by or in connection with **your motorhome**.

In respect of **terrorism** where **we** are obliged by the **Road Traffic Act**, to provide insurance, the maximum amount **we** will pay for damage to property as a result of any accident or accidents caused by **your motorhome** or **motorhomes** being driven or used by **you** or any other person, and for which cover is provided under this section, will be £5,000,000 in respect of all claims resulting directly or indirectly from one cause or such greater sum as may be required to meet the minimum insurance requirements of the **Road Traffic Act**.

### Liability to other people who drive or use your vehicle

On the same basis as **we** insure **you** under this section, **we** will also insure the following people:

1. Any person permitted by **your** certificate of insurance to drive **your motorhome**
2. Anyone **you** allow to use (but not drive) **your motorhome** for social, domestic and pleasure purposes
3. Anyone who is travelling in or getting into or out of **your motorhome**.

### Insurance for legal personal representatives

If anyone insured under this **contract** dies, **we** will transfer the protection **we** provide under this **contract** to their estate.

### Legal costs

**We** will pay the following legal costs if they relate to an incident which is covered under this section:  
The fees of solicitors **we** ask to represent anyone **we** insure under this section at a coroner's inquest or fatal accident inquiry, or to defend any proceedings in a magistrates' court. Fees for legal representatives **we** ask to defend anyone **we** insure under this section when proceedings are taken for manslaughter, dangerous driving or careless driving when under the influence of drink or drugs causing death.

### Cross liabilities

Where there is more than one insured person named

in **your schedule**, each one will be covered as if they are the only insured person covered under this policy provided that nothing in this extension will increase our liability beyond the amount for which we would have been liable had this extension not applied.

**We** will not provide indemnity where liability is owed by one party named on **your schedule** to another party named on **your schedule**.

### Application of indemnity limits

If there is an accident which involves **us** paying more than one person, any limitation under the terms of this policy or any **endorsement** relating to the maximum amount payable will apply and **we** will settle **your** payment first.

### Extensions

#### Towing

**We** will indemnify **you** following an accident caused by the towing of a **trailer** by **your motorhome**, subject to local legislation.

## Limitations and exclusions to section 2

**Your contract** does not cover the following:

### Employees

**We** do not cover liability for death or bodily injury to any employee of the person who is insured which arises out of the course of their employment, except where liability must be covered by **us** under the **Road Traffic Act**.

### Fines or penalties

**We** do not cover fines, penalties, punitive or exemplary damages.

### Goods supplied

**We** do not cover death, bodily injury or illness of any person caused by food poisoning or anything harmful in any goods supplied.

### Loading or unloading

**We** do not cover liability for death or bodily injury to any person or damage to any property arising from the loading or unloading of **your motorhome** except where such cover is required by the **Road Traffic Act**.

### Other Insurance

**We** will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which should have been covered under such other insurance had this insurance not been affected.

### Treatment

**We** do not cover death, bodily injury or illness of any person caused by incorrect treatment given at or from the **motorhome**.

## Section 3 -Foreign use

As well as providing cover within the **territorial limits**, this policy, in line with European Union directives, also provides the necessary cover to meet the laws on compulsory insurance of motor vehicles in:

1. Any other country which is a member of the European Union
2. Any country which the Commission of the European Communities is satisfied has made arrangements to meet the requirements of Article 7(2) of European Communities Directive 2009/103/EC relating to civil liabilities arising from using a motor vehicle (eligible countries change from time to time so ask **your insurance intermediary** for the current list)
3. Any other country as agreed by the insurer prior to departure provided that:
  - a. **Your motorhome** is taxed and registered in the UK
  - b. **Your** main permanent home must be in the UK and **your** visit abroad is only temporary
  - c. The declared annual mileage of the insured **motorhome** as stated in the **statement of fact** is not exceeded.

The level of cover provided will be the minimum needed to follow the laws on the compulsory insurance of motor vehicles of the country in which the accident happens. Where the level of cover in any European Union Member State is less than that provided by the legal minimum requirements of Great Britain, the level of cover that applies in Great Britain will apply in that Member State.

### Optional extension

If you have opted to extend cover to include foreign use and your **schedule** notes foreign use as operative, cover will be provided at the level shown in your **schedule** for the period specified in your **schedule**.

Provided that:

1. Your motorhome is taxed and registered in the UK
2. Your main permanent home must be in the UK and your visit abroad is only temporary
3. The declared annual mileage of the insured motorhome as stated in the statement of fact is not exceeded.

### Extensions to Section 3

Cover under this section includes:

1. Reimbursement of any custom duty **you** may have to pay that arises as the direct result of any loss or damage covered by **your** policy.

### Exclusions to section 3

**Your contract** does not cover the following:

1. Driving other vehicles even if stated on **your certificate of motor insurance**
2. **Your motorhome** unless it is being used for purposes described in the **certificate of motor insurance** and policy **schedule**.
3. **We** will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been affected.

# General terms and conditions

## Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

## Assignment

Assignment of interest under this **contract** shall not bind **us** unless and until **our** written consent is endorsed hereon.

## Change of circumstances

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** insurance, including questions that apply to **you** and any other person covered by this insurance. It is an offence under the **Road Traffic Act** to deliberately make false statements, withhold or misrepresent information in order to obtain a **certificate of motor insurance**.

**You** must tell **us** or **your insurance intermediary** immediately about:

1. Any changes to **your**, circumstances which may affect this insurance or
2. If any of the statements of fact are no longer true, accurate or complete.

In particular **you** must tell **us** of;

1. Any change of occupation, including part time work
2. Details of any motoring convictions, fixed penalty offences or licence endorsements for any person who may drive **your motorhome**
3. Details of any criminal convictions for any person who may drive **your motorhome**
4. Details of any accidents, **thefts**, loss or **damage**, regardless of blame or whether a claim was made or not, for any person who may drive **your motorhome**
5. Changing **your insured motorhome**
6. Any changes in the way **your insured motorhome** is used
7. Any change of address or where **you** keep **your insured motorhome**.

Please note this list is not exhaustive. If **you** are in any doubt as to what constitutes a change in circumstances, please contact **your insurance intermediary**.

Where **we** agree to **your** change this may result in an additional or return premium, or an amendment to the terms and conditions of **your contract**, and will be

subject to **our** £25 administration fee or 10% of return premium (up to a maximum of £50) whichever is greater. This charge is in addition to any administration fees charged by **your insurance intermediary**.

If **your** change of circumstances mean that **we** can no longer provide cover, **we** will give **you** notice of cancellation in accordance with **our** cancellation procedure.

## Dispute resolution

All matters in dispute between the parties arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

## Document management

**We** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

## Drink/Drugs

**We** will not provide cover, other than any amount required by law, if **you** or anyone covered to drive under this **contract**, is proven to be driving under the influence of drink or drugs or is convicted of an offence involving drink or drugs as a result of the incident. **We** will seek to recover, all sums paid (including all legal costs), whether in settlement or under a Judgment, for any claim arising from the incident from **you** or the driver.



### Fair presentation of the risk

**You** must make a fair presentation of the risk to **us** at inception and renewal and at any other change to **your** circumstances during the **contract** duration. A fair presentation is one which clearly discloses, in a reasonably clear and accessible manner, all material facts which **you** and/or those responsible for arranging this insurance knows, or ought to know, following a reasonable search.

If **we** establish that **you** have failed to present the risk to **us** fairly, and such failure is deemed to be deliberate or reckless, **we** will treat this **contract** as if it never existed and refuse to pay **your** claim. **You** will not be entitled to any refund of premium.

If **we** establish that **you** failed to present the risk to **us** fairly, but **your** failure was not deliberate or reckless, the remedy available to **us** will depend upon what **we** would have done had **you** presented the risk to **us** fairly, as follows;

1. If **we** would not have provided this **contract** on any terms, then **we** have the option to treat this **contract** as if it never existed and refuse to pay any claim. In these circumstances **we** will refund the full premium to **you**
2. If **we** would have provided this **contract** on different terms (other than in relation to the premium), **we** will have the option to treat the **contract** as if it had been entered into on those terms. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payments made by **us** that **we** would not have paid if such terms had been in effect
3. If **we** would have provided this **contract** but charged a higher premium, **we** have the option to charge the additional premium **you** would have paid to **us**, had **we** been aware of all relevant material facts
4. Cancel **your contract** in accordance with the cancellation condition.

**We** will write to **you** if **we**;

- a. Intend to treat this insurance as if it never existed
- b. Need to amend the terms of **your contract**
- c. Require **you** to pay more for **your** insurance
- d. Effect **our** right to cancel **your contract**.

### The Insurance Act 2015 and our additional premium approach

In the event that **you** fail to make a fair presentation of the risk under point 3 above, the Insurance Act 2015 gives **us** the right to reduce the amount of the claim settlement in proportion to the premium **we** would have charged had **we** been aware of all material facts.

It is a requirement of the act to advise **you** that **we** have 'opted out' of this proportionate reduction of claim remedy, and rather than reducing the claim settlement proportionately **we** will, where applicable, charge the additional premium **you** would have paid had **you** presented the risk to **us** fairly and subsequently pay **your** claim in full. **We** believe that in most situations this will be more favourable to **you**; however **we** acknowledge that in limited situations this may not be the case.

### Fraud

If any fraudulent means or devices are used by **you** or any person claiming to be indemnified by this insurance or any person acting on **your** behalf all benefits under this insurance will be forfeited.

### Fraudulent Claim

A claim may be considered fraudulent if **you**, or anyone acting on **your** behalf;

1. Makes a fraudulent or exaggerated claim
2. Uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine
3. Makes a false statement in support of a claim whether or not the claim is itself genuine
4. Submits a claim for loss or **damage** which **you** or anyone acting on **your** behalf, or in collaboration with **you** deliberately caused
5. Realises after submitting what **you** reasonably believed was a genuine claim and then fails to tell **us** that **you** have not suffered any loss or **damage**
6. Suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim.

In the event of a fraudulent claim **we** will at **our** option:

1. Refuse to pay the claim;
2. Cancel the **contract** from the date of the fraudulent act without any refund of premiums
3. Recover from **you** any sums paid by **us** to **you** in respect of the claim.

**We** may also inform the police of the circumstances.

If this **contract** provides cover to any person other than **you** and a claim made by such person or anyone acting on their behalf is fraudulent **we** will:

1. Refuse to pay the claim
2. Cancel the cover provided for such person from the date of the fraudulent act without any refund of premiums
3. Recover from **you** any sums paid by **us** to **you** in respect of the claim (from **you** or such person, depending on who received the sums or who benefited from the cover provided).

If **we** cancel a person's cover under 2 above, then **we** will refuse to provide cover after the time of the fraudulent act. This will not affect any liability **we** may have under such cover occurring before the time of the fraudulent act.

#### **Motorhome specification and requirements**

**Your motorhome** must be permanently registered in the UK and have a current mot certificate where applicable.

Where **your motorhome** has been converted, this must meet **our** minimum **motorhome** conversion standard and the DVLA registration document must be updated to record this. If the conversion has not been completed by a professional, **we** will require evidence that the conversion has been completed within 30 days of **your** cover starting. This can be in the form of:

1. an engineers report completed at the time of conversion with photographs
2. **our** declaration (supplied with **your** documents) with photographs; or
3. the V5 document showing the vehicle has been re-registered as a motorhome and a copy of the current MOT certificate.

#### **Important note for non-professional conversions**

The V5 document confirms that a conversion has been carried out and meets the DVLA's requirements to be classified as a motorhome. However, this does not verify the type or standard of conversion which can be completed professionally or DIY/Self Build.

In the event of a claim, for DIY/Self build conversions, **we** may require additional evidence to support the standard to which the conversion has been completed. Where **you** are unable to meet this requirement, this may be reflected in the claims settlement valuation.

#### **Observance**

The due observance and fulfillment of the terms and conditions of this **contract** insofar as they may relate to anything to be done or complied with by **you** will be a condition of this **contract**. Any waiver by **us** of any term or condition will not prevent **us** from relying on such terms or conditions in the future.

Further where an indemnity is provided to an insured person **you** will arrange for each party to comply with the terms and conditions of this insurance so far as they can apply providing always that the insured person complies with the terms of the duties in the event of a claim or potential claim.

#### **Reasonable precautions**

**You** must do all **you** can to protect your **motorhome** and keep it in a roadworthy condition. If **you** do not do this **your** right to claim under **your contract** may be affected. **You** must:

1. Ensure the **motorhome** is locked, windows, including sunroofs are closed, and any required security devices are activated and all keys and keyless entry system devices are removed when the **motorhome** is left **unattended**
2. When leaving **your motorhome** take personal belongings with **you**, lock them in **your** boot or glove compartment. Do not leave them in open view in **your motorhome**
3. When leaving **your motorhome unattended** remove if physically possible **your** radio and other audio equipment or activate any security features they may have
4. Maintain **your motorhome** in roadworthy condition and ensure **you** have a valid MOT certificate where appropriate
5. Always keep the tyres within the legal requirements at all times.

## No claims discount

If no claims are made under **your** policy during the **period of insurance**, **we** will increase **your** no claims discount by one year at your next renewal.

The table below shows the average NCD awarded to **our** motorhome insurance policyholders last year according to their NCD years.

Number of years NCD	Average discount in 2017
1 year earned	9.09%
2 years earned	18.16%
3 years earned	27.17%
4 years earned	36.18%

Where a claim has been made, **we** may reduce **your** no claims discount in line with the following scale:

### No claims discount step back scale

NCD years (at inception of the policy)	NCD years (step back for 1 fault claim)	NCD years (step back for 2 fault claims)	NCD years (step back for 3+ fault claims)
1	0	0	0
2	0	0	0
3	1	0	0
4	2	0	0
5+	3	1	0

### Protected no claims discount step back scale

No claims discount protection does not protect the overall price of **your** insurance policy. The price of **your** insurance policy may increase following an accident even if **you** were not at fault.

If **you** have protected **your** no claims discount, one fault claim will result in loss of that protection. A second fault claim will result in a reduction of **your** no claims discount years in line with the following scale:

NCD years (at inception of the policy)	NCD years (step back for 1 fault claim)	NCD years (step back for 2 fault claims)	NCD years (step back for 3+ fault claims)
1	N/A	N/A	N/A
2	N/A	N/A	N/A
3	N/A	N/A	N/A
4	4	2	0
5+	5	3	1

If a claim is made which is not **your** fault and **we** have or will be required to make a payment, **we** will reduce **your** no claims discount in line with the above scale, unless **we** can recover all sums we have paid from those responsible.

If **your** renewal is due and investigations into a claim are still on-going, **we** may reduce **your** no claims discount. Once **our** investigations are complete and **we** have confirmed that the accident was solely the fault of another driver, and **we** have recovered all sums **we** have paid, **we** will restore your no claims discount and refund any extra premium **you** have paid.

**We** do not grant no claims discount for policies running for less than twelve months.

**We** will not reduce **your** no claims discount where the only payments made are for:

1. repairing or replacing broken glass in the windscreen and/or windows in the insured vehicle (and any scratching of surrounding bodywork resulting solely and directly from such breakage).
2. emergency medical treatment as required by the Road Traffic Act(s).

A third party may claim directly against **us** as the insurer in the event of an accident, involving the vehicle, as permitted under the European Communities (Rights Against Insurers) Regulations 2002. In these circumstances **we** will deal with any claim, subject to the terms and conditions of your policy. This may affect your no claims discount.

**You** are reminded of your responsibility to report any accident, injury, loss or damage to **us** as soon as possible so **we** can tell you what to do next and help resolve any claim.

For the purposes of no claims discount step back, a claim is considered to be fault where:

1. **you** were to blame.
2. **we** cannot recover all sums we have paid from those responsible, regardless of who was to blame.

# General exclusions – all insured sections

These exclusions apply to the whole insurance.

## Carriage of hazardous goods

Any liability, injury, loss or damage while **your motorhome** is being driven or used for the carriage of **hazardous goods** except that:

1. This exclusion shall not apply where **you** have obtained the insurer's prior written agreement for the transport of **hazardous goods**; and
2. Any such agreement will be conditional upon the insurer's liability not exceeding GBP1,000,000 (one million pounds).

## Confiscation or nationalisation

Any consequence of confiscation or nationalisation or requisition destruction of or damage to property by order of any Government or Public or Local Authority.

## Contractual liability

Any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.

## European jurisdiction

The judgement or order by a court of competent jurisdiction enforcing the judgement of a foreign court which is outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or the countries specified under section 3 of this **contract**.

## Misconduct

Liability arising from reckless or wilful misconduct by **you**.

## Nuclear and war risks, government or public authority order and sonic bangs

Loss of or damage to **goods** or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

1. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof
3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural,

medical, scientific or other peaceful purposes

5. War, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
6. Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## Pollution or contamination

Any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by **pollution** or contamination unless the **pollution** or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.

All **pollution** or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

This exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Act** or any applicable UK or EU law or directive.

## Racing, competitions and off road activity

Any accident, injury, loss or damage occurring while **your motorhome** is being used for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.

## Riot or civil commotion

Any liability, injury, loss or damage caused by riot or civil commotion occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Territorial limits

Any liability, injury, loss or damage while the insured **motorhome** is outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except as provided for under section 3.

## Unlicensed use

Any liability, injury, loss or damage while the insured **motorhome** is being driven or used by anyone who:

1. Does not hold a licence to drive the insured **motorhome**
2. Has held but is currently disqualified from holding or obtaining such a licence
3. Does not fully comply with the conditions of their driving licence

### Unsafe load

Any accident, injury, loss, damage or liability caused or incurred whilst:

1. The load in or on the insured **motorhome** is being conveyed in an unsafe manner
2. Conveying a load in **excess** of that for which it was constructed or in **excess** of the maximum carrying capacity as advised to the insurer.

### Use

Any liability, injury, loss or damage while the insured **motorhome** is being:

1. Driven other than in accordance with the provisions of the **certificate of motor insurance**
2. Used other than in accordance with the provisions of the **certificate of motor insurance**
3. Used other than for the purposes specified in the **schedule** except while in the custody of a motor trader for service or repair
4. Driven by anyone driving without **your** permission.

# Claims conditions

These conditions apply to the whole **contract** and detail **your** duties in the event of a claim or an incident which may give rise to a claim

If **you** need to make a claim, or need to report an incident which may give rise to a claim under any section of this **contract**, call the 24 hour claim helpline immediately on: +44 (0)345 319 9999

**YOU MUST REPORT ANY INCIDENT LIKELY TO GIVE RISE TO A CLAIM WITHIN 48 HOURS FROM THE TIME OF THE INCIDENT. IF THIS CONDITION IS NOT MET AND IN THE EVENT THAT THE INCIDENT LEADS TO A CLAIM, YOUR TOTAL EXCESS FOR THE CLAIM WILL INCREASE BY £500.**

## Claim Notification

Upon learning of any circumstances likely to give rise to a claim **you** must;

1. Take action to minimise any **damage**
2. Tell **us** as soon as possible and provide any receipts, valuations, photographs, and any other relevant information, documents and assistance **we** may require
3. Preserve any damaged or defective **goods** for examination by **our** representatives unless **we** have authorised **you** to dispose of such property
4. Tell the police as soon as possible if the damage is by **theft**, attempted **theft**, riot, vandalism or malicious damage and obtain a crime reference number
5. Immediately notify **us** of any impending prosecution, coroner's inquest or fatal accident enquiry or the intended issue of any writ summons or other legal process by **you** or on **your** behalf
6. Provide **us** with full details of any parties which have a legal interest in the property which is subject of the claim
7. Fully cooperate with **us** at all times in the investigation or settlement of **your** claim.

**We** will not pay any **costs and expenses**:

1. Which **we** have not agreed or authorised
2. Included prior to **our** acceptance of a claim
3. Resulting from any legal action **you** take without **our** prior approval
4. Resulting from any claim deliberately or intentionally caused by **you**
5. Resulting from a defence of motoring offences arising from prosecutions for:
  - a. Dishonesty or violent conduct
  - b. Drink or drug related offences
  - c. Parking offences
  - d. Relating to a Judicial Review application.

## Claim settlement

**We** will have the right to settle a claim at **our** option by

1. The payment of money
2. Reinstatement or replacement of the property lost or **damaged**
3. Repair of the property lost or **damaged**.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured as shown on **your schedule**. Where appropriate, **we** will settle **your** claim directly with the repairer. **We** will deduct the **excess** and any VAT (if applicable) from the settlement, which **you** will need to pay to the repairer, prior to collection of **your motorhome**. **Your business** may be able to reclaim some or all of the VAT due.

In the event of a total loss, settlement will be based on the current **market value** of **your motorhome** unless **your motorhome** is eligible for "new car replacement" at the time of the loss. **We** will usually ask an engineer to give **us** advice about the **market value** of **your motorhome**, referring to guides of **vehicle** values and any other relevant sources. **We** will deduct the **excess** and/or VAT (if applicable) from any settlement. **Your business** may be able to reclaim some or all of the VAT due.

**We** have the right to remove **your motorhome** at any time. If **your motorhome** is **damaged** beyond economical repair **we** will arrange for it to be stored safely at premises of **our** choosing.

**We** will not pay for further **damage** to **your motorhome** if **you** drive it or attempt to drive it in a **damaged** condition.

## Important note for non-professional conversions

The V5 document confirms that a conversion has been carried out and meets the DVLA's requirements to be classified as a motorhome. However, this does not verify the type or standard of conversion which can be completed professionally or DIY/Self Build.

In the event of a claim, for DIY/Self build conversions, **we** may require additional evidence to support the standard to which the conversion has been completed. Where **you** are unable to meet this requirement, this may be reflected in the claims settlement valuation.

## Arbitration

Where **we** have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to an arbitrator, appointed in accordance with section 16 of the Arbitration Act 1996

if **you** reside in England, Wales or Northern Ireland. If **you** are a Scottish resident, the dispute will be referred to an arbitrator, appointed in accordance with rule 6 of the Arbitration (Scotland) Act 2010. **You** may not take any legal action against **us** until the arbitrator has reached a decision.

#### **Discharge of liability**

**We** may pay the limit of indemnity or the **sum insured** (after deducting any sum already paid) or any lesser amount for which any claim or claims against **you** can be settled. **We** will be under no further liability with regards to the claim except for costs incurred prior to the date of payment.

#### **Hire purchase and leasing agreements**

If **we** know you are still paying for **your motorhome** under a hire purchase, leasing or contract hire agreement, **we** will pay any claim to the owner described in that agreement. **Our** liability under this policy will then end.

#### **Negotiation or settlement**

**You** must not admit, deny, negotiate or settle any claim without **our** written consent. **We** will have sole control of all claims procedures and settlements for all claims made against **you**.

#### **Right of recovery**

If the law of any country in which **your contract** operates requires **us** to settle a claim which **we** would not have otherwise paid, **we** have the right to recover this amount from **you** or from the person who incurred the liability.

#### **Salvage**

**We** have the right to the salvage of any insured property. If **we** settle **your** claim by replacing **your motorhome** or paying **you** the **market value**, **your motorhome** will become **our** property.



## Cancellation

To effect cancellation of **your contract**, **you** should contact **your insurance intermediary**.

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with the **contract**. The cooling off period is for 14 days from the date **you** receive **your contract** documentation.

### Cancellation by you during the cooling-off period

If a period of less than 14 days has elapsed since **you** received **your contract** documentation and cover has commenced, **you** have the right to cancel the **contract**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover on a pro-rata basis after the deduction of **our** £40.00 administration charge.

If, at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund of the premium **you** have paid to **us**.

### Cancellation by you – after the cooling-off period

**You** may cancel this **contract** by contacting **us** through **your insurance intermediary**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium for the unexpired period of cover using the following scale, subject to the deduction of **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater.

Period of cover not exceeding	Percentage of annual premium returned
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
Over 7 months	Nil

### Cancellation by us

**We** or **your insurance intermediary** can cancel this **contract** by giving **you** 7 days notice either in writing or by registered email to the last address **you** notified to **us**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of

premium equivalent to the unexpired period of cover on a pro- rata basis after the deduction of **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater.

### Cancellation by us – non-payment of premium

**We** or **your insurance intermediary** can cancel this **contract** by giving **you** 7 days notice either in writing or by registered e-mail to the last address **you** notified to **us**. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover on a pro-rata basis after the deduction of **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater. However, if there is a default under any credit agreement which finances this **contract**, any refund of premium will be subject to the default termination provisions set out in **your** credit agreement.

### Cancellation by us – non-compliance with policy terms and conditions, misrepresentation or fraud to gain advantage from this policy

**We** or **your insurance intermediary** can cancel this policy if **we** or your **insurance intermediary** become aware that you have misrepresented or provided fraudulent information or have been using the **motorhome** other than in accordance with the policy terms and conditions. Your policy will be cancelled by giving you 7 days notice either in writing or by registered e-mail to the last address notified to us. Providing there have been no claims or incidents likely to give rise to a claim in the current **period of insurance**, **we** will allow a refund of premium equivalent to the unexpired period of cover on a pro-rata basis after the deduction of **our** £25 administration fee or 10% of return premium (up to a maximum £50) whichever is greater. However, where the non-compliance, fraud or misrepresentation is found to be reckless and or malicious, **we** reserve the right to immediately cancel or void the policy (treat the policy as though it never existed) and retain any unused portion of the premium.

### Cancellation by us – in the event the insured motorhome is the subject of a total loss claim

If, as a result of a claim, the **insured motorhome** is determined to be a total loss the **contract** will cease without refund of premium. In this event all outstanding or overdue premiums must be paid. **We** may at **our** discretion reduce the claim payment by the amount of outstanding or overdue premiums that **you** owe **us**.

# Data protection notice

Please read this notice carefully as it contains important information about the use of **your** personal information. By giving **your** information to **us**, **you** confirm that **we** may use **your** personal information in the ways outlined in this notice. **You** should also show this notice to anyone else whose personal information **you** give to **us** and ensure **you** have their consent to provide their personal data, including sensitive personal data, where necessary.

## Sensitive information

In order to assess the terms of **your** insurance, or to administer claims, **we** may need to collect data which data protection legislation defines as sensitive (such as medical conditions and criminal convictions). In taking out insurance with **us** **you** are giving **us** **your** consent for such information being processed by **us**, **your insurance intermediary**, companies belonging to **our** group and other companies contracted by **us**.

## Industry agencies and databases

**We** pass information to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd. (IDS Ltd.) And the Motor Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI). The aim is to help **us** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this **contract**.

## Fraud prevention, detection and claims history

Under the conditions of **your contract** **you** must tell **us** about any insurance related incidents (such as **Fire**, **theft** or an accident) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** will pass information relating to it to industry databases.

**We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the **contract** or claim.

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

1. Undertake searches against **your** (or any person included on the proposal) Driving Licence Number (DLN) and details held by the Driver and Vehicle Licensing Agency (DVLA) to confirm **your** licence status, entitlement and restriction information and endorsement/conviction data. Searches may be carried out prior to the date of the insurance **contract** and at any point throughout the duration of **your** insurance **contract** including at the mid-term adjustment and renewal stage. A search of the DLN with the DVLA should not show a footprint against **your** (or another relevant person

included on the proposal) driving licence.

2. Share information about **you** with other organisations and public bodies including the police;
3. Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  - a. Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household
  - b. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies
  - c. Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity
  - d. Undertake credit searches and additional fraud searches.

For details relating to information held about **you** by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk)

## Motor Insurance Database

Information relating to **your** insurance **contract** will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the police, the DVLA, the Driver and Vehicle Licensing Northern Ireland (DVANI), the Insurance Fraud Bureau (IFB) and other bodies permitted by law for purposes not limited to but including:

1. Electronic licensing
2. Continuous insurance enforcement
3. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
4. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in a **road** traffic accident (either in the UK, the EEA or certain other territories), insurers and/or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a **road** traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds **your** correct registration number. If it is incorrectly shown on the MID **you** are at risk of having the **insured motorhome** seized by the police.

1. **You** can check that **your** correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)
2. **You** can find out more about the MID by visiting the MIB website at [www.mib.org.uk](http://www.mib.org.uk)

### Other insurers

**We** may pass information about **you** and this **contract** to other insurance companies with which **we** either reinsure **our business**, or who are dealing with a claim made under this **contract**. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same standards of data security as though they were located inside the EEA.

### Information on products and services

**We** may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** will not make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your** insurance with **us**. If **you** would prefer not to receive information from **us** or those companies who provide services on **our** behalf, simply tell **us** when **you** call or write to **us** at the address given at the end of this section.

### Use of Your Data

**We** will retain **your** information for as long as permitted for legal, regulatory, fraud prevention and legitimate **business** purposes.

**You** are entitled to receive a copy of the information **we** hold about **you** and may ask **us** to make changes to ensure that it is accurate and up-to-date. If **you** have any questions, or **you** would like to find out more about this, **you** can write to:

PolicyPlan Limited  
Staveley House  
Church Street  
Connah's Quay  
Flintshire  
CH5 4AS

Please provide **your** full name, policy number and address when contacting **us**.

# Complaints

**Our** goal is to provide excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **Your** feedback is welcomed and all complaints **we** receive are taken seriously. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

## How to make your complaint

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, in the first instance, to seek resolution by contacting **your insurance intermediary**.

If **your insurance intermediary** is unable to resolve the problem, **you** can contact **us** using the address below, quoting **your** full name, policy number and the name of **your insurance intermediary**.

The Compliance Department  
PolicyPlan Limited  
Staveley House  
Church Street  
Connah's Quay  
Flintshire  
CH5 4AS

Telephone: 0345 319 7777  
Email: [complaints@policyplan.co.uk](mailto:complaints@policyplan.co.uk)  
Web: [www.policyplan.co.uk](http://www.policyplan.co.uk)

The complaints procedure set out above does not affect **your** right to take legal action against **us** or **your insurance intermediary**.

## The Financial Ombudsman Service

If **we** are unable to resolve **your** complaint to **your** satisfaction within eight weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** may be able to ask the ombudsman to formally review **your** case. **You** must contact the ombudsman within six months of **our** final response.

The ombudsman contact details are as follows:  
The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**You** can telephone for free on:  
**08000 234 567** for people phoning from a "fixed line"  
(for example a landline at home) **0300 123 9 123** for  
mobile-phone users who pay a monthly charge for  
calls to numbers starting 01 or 02 or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and **you** are entitled to contact the ombudsman at any stage of **your** complaint.

1. The ombudsman can help with most complaints if you are:
  1. A consumer
  2. A business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
  3. A charity with an annual turnover of less than £1 million
  4. A trustee of a trust with a net asset value of less than £1 million.

If **you** are unsure whether the ombudsman will consider **your** complaint or for more information please contact the ombudsman directly, or visit <http://www.financial-ombudsman.org.uk>

## Forsikrings Garantifond and Financial Services Compensation Scheme - until 31/12/2018

**We** are members of the Forsikrings Garantifond Scheme and this is **your** first point of claim for financial compensation in the event of any financial failure by **us**.

Further information about the scheme is available from:

[Http://www.skadesgarantifonden.dk](http://www.skadesgarantifonden.dk)  
Philip Heymans Allé 1,  
2900 Hellerup,  
Denmark  
Telephone: +45 41 91 91 91

## Financial Services Compensation Scheme - from 01/01/2019

**You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of **your** insurance and the circumstances of **your** claim.

Further information about the scheme is available from:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

