

# Touring Caravan

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# Certificate Wording

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## Introduction

In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage you sustain or legal liability you incur for accidents happening during the period of insurance.

Wherever the following words appear in bold in this policy they will have the meanings shown in the Definitions section.

This document, the schedule and any endorsement(s) attached form your policy.

This document sets out the conditions of the policy between you and us. It should be kept in a safe place.

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

- you check that the sections you have requested are included in the schedule;
- you check that the information you have given us is accurate - see the "Information You have given Us" section;
- you notify your broker as soon as practicable of any inaccuracies in the information you have given us;
- you comply with your duties under each section and under the insurance as a whole.

## Important Information - Information You have given Us

In deciding to accept this policy and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this policy as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your policy and any claim. For example, we may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or

- cancel your policy in accordance with the Right to cancel condition below.

We or your insurance broker will write to you if we:

- intend to treat your policy as if it never existed; or
- need to amend the terms of your policy.

If you become aware that information you have given us is inaccurate, you must inform your broker as soon as practicable.

Notifying us of any changes or inaccuracies

You must notify your broker:

- without delay if you become aware that information you have given us is inaccurate;
- within fourteen (14) days of you becoming aware about any changes in the information you have provided to us which happens before or during the period of insurance.

When we are notified that information you previously provided is inaccurate, or of any changes to that information, we will tell you if this affects your insurance. For example, we may amend the terms of your insurance, or require you to pay more for your insurance, or cancel your insurance in accordance with the "Cancellation" clause below.

#### Important Information - "Policyholder Notices"

##### Cancellation

You can also cancel this policy at any time by writing to your broker.

We can cancel this policy by giving you thirty (30) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that we can no longer provide you with insurance cover;
- Non-cooperation or failure to supply any information or documentation we request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

## Refund of Premium

You have a statutory right to cancel this policy by writing to your broker within fourteen (14) days of either:

- the date you receive this policy; or
- the start of the period of insurance

whichever is the later.

If this insurance is cancelled then, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis. For example, if you have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If you cancel this insurance outside of the statutory right period, there may be an additional charge, as stated in the schedule, to cover the administrative cost of providing the insurance.

If we pay any claim, in whole or in part, then no refund of premium will be allowed.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

If You or US cancel the certificate, and You have not made a claim during the current period of insurance, We shall calculate the proportionate premium for the period You have been insured and will refund any balance, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £25.00 + IPT + any fees that have been paid to ourselves

## Claims

### How to make a claim

To make a claim simply call our 24 hours claims help line telephone number: 0345 604 6615 or 02920 558639.

At the time of making a claim, you will be asked:

The Certificate number stated on your schedule and full details of the claim.

### Things you must do

You must comply with the following conditions. If you fail to do so, we may not pay your claim, or any payment could be reduced.

1. You must notify your broker as soon as practicable giving full details of what has happened.
2. You must provide your broker with any other information we may require.
3. You must forward to your broker as soon as practicable, but no later than fourteen (14) days, if a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive.

4. You must inform the Police, as soon as practicable, following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. You must not admit liability or offer or agree to settle any claim without our written permission.
6. You must take all reasonable care to limit any loss, damage or injury.
7. You must retain ownership of your property at all times. We will not take ownership of, or accept liability for, any of your property unless we agree with you in writing in advance to do so.

#### Defence of claims

We may, at our discretion take full responsibility for conducting, defending or settling any claim in your name and take any action we consider necessary to enforce your rights or our rights under this insurance.

#### To help us settle your claim

It is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, and any other relevant information and documents and assistance we may require to help with your claim.

#### Fraudulent Claims

If you, or anyone acting on your behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means we will: not pay the false or fraudulent claim and be entitled to recover any payments which have been made in respect of the fraudulent claim; have the option to treat the contract as having been terminated at the time of the fraudulent act (not the discovery of it) and need not return any premium; be entitled to refuse all claims arising after the fraud but remain liable for valid losses before the fraud.

#### Complaints and concerns

If you have any questions or concerns about your insurance or the handling of a claim you should, in the first instance, contact the Insurance Broker who arranged this insurance for you.

*Please quote your Policy number in all correspondence so that your concerns may be dealt with speedily.*

If your Insurance Broker is unable to resolve the complaint to your satisfaction by close of business the following day and your complaint relates to a claim then you should contact:

If Your complaint relates to any other matter including claims, You should contact:

The Complaints Manager  
Commercial Express  
B1 Custom House  
The Waterfront  
Level Street  
Brierley Hill  
DY5 1XH

Phone 0800 978 8007

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

If your complaint cannot be resolved by Commercial Express Quotes Ltd within 3 days you can raise the complaint with Us:

The Complaints Manager

Ergo Versicherung AG, UK Branch

Munich RE GROUP Offices

Plantation Place - 3<sup>rd</sup> Floor

30 Fenchurch Street

London

EC3M 3AJ

Phone 020 3003 7444

[Complaints@ergo-commercial.co.uk](mailto:Complaints@ergo-commercial.co.uk)

If your Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to your satisfaction then you may also have the right to refer your complaint to:

The Financial Ombudsman Service

Exchange

Tower,

London,

E14 9SR

Phone: 08000 234 567

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

Making a complaint does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

#### Authorisation and Regulation

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: Munich RE GROUP Offices, Plantation Place - 3<sup>rd</sup> Floor, 30 Fenchurch Street, London, EC3M 3AJ

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Us on request.

Lloyd's are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. You or your representative can obtain the name of each of us and our respective shares by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

Our Firm Reference Number(s) and other details can be found on the Financial Services register at [www.fca.org.uk](http://www.fca.org.uk).

## Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this policy. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Act 1998

The data supplied by you will only be used for the purposes of processing your policy, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which we have mentioned herein.

It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which we are holding about you. If you wish to make such an inspection, you should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

We may respond to enquiries by the Police concerning your policy in the normal course of their investigations. Where it is necessary to administer your policy effectively, to protect your interests, or for fraud prevention and detection purposes, We may disclose data you have supplied to other third parties such as solicitors, other insurers, law enforcement agencies and similar.

## Rights of Third Parties

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

## Law and Jurisdiction

Unless specifically agreed to the contrary this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

## Sanctions

We shall not provide any benefit under this contract of insurance 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.

## Definitions

### Certificate

The entirety of the Certificate, the Schedule and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the Certificate of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the Certificate shall be construed as referring to the entire Certificate.

Caravan means any caravan or trailer tent and its manufacturer's equipment specified in the Schedule owned by You, You are buying under a hire purchase agreement or for which You are legally responsible

Contents means property intended for use in, on or about the Caravan including fixtures, fittings furnishings utensils awnings and accessories added since manufacture belonging to You and Your family excluding:

- a) Money, jewellery, watches, photographic and optical equipment, camcorders, contact or corneal lenses, sports equipment, pedal cycles.
- b) Any item worth more than 50% of the Contents Sum Insured unless specified in the Schedule.
- c) Property where more specific insurance is in place.

Continent of Europe means any country which is a member of the European Union Bosnia, Croatia, Gibraltar, Iceland, Macedonia, Moldova, Monaco, Norway, San Marino, Serbia & Montenegro, Switzerland, Turkey and Ukraine.

Costs means legal fees and other costs and expenses incurred with Our written consent.

Damage Except where expressly provided otherwise, loss, destruction or damage to the Caravan or Contents.

Excess means the first part of any claim for loss or damage for which You are responsible.

Family means your spouse/partner, children, parents and other relatives and friends using the Caravan with Your permission.

### Insured Event

A claim You have made under a section of this Certificate for which Underwriters have agreed to provide indemnity.

Market Value means:

- a) the cost of replacing Your Caravan with one of the same age and similar type and condition.
- b) the cost of replacing Your Contents as new, less a deduction for wear, tear and depreciation.

## Period of Insurance

The period of insurance specified in the Schedule

Schedule - The document detailing the policyholder and the extent of cover provided under the Certificate.

## Sum Insured/Limit of Indemnity

The sum or limit specified in the Schedule as applying to the relevant Section of this Certificate or items insured.

Territorial Limits means anywhere (including transits between ports) in England, Scotland, Wales, Northern Ireland, The Isle Of Man and the Channel Islands.

We/Us/Underwriters- Means ERGO Versicherung AG (UK Branch), AmTrust Europe Limited and Certain Underwriters at Lloyd's.

You/Your/Insured- Means the Insured Person(s) or entity named in the Schedule.

## Important Conditions in respect of Section 1 - Security Precautions

1. At least one of the following security precautions must be in place when the Caravan is unattended and detached from the towing vehicle, otherwise theft or attempted theft will be excluded:
  - a) the Caravan must be fitted with a hitch lock and a wheel clamp of proprietary makes which must be in full and effective operation ; or
  - b) an axle wheel lock device of proprietary make is fitted which must be in full and effective operation ; or
  - c) the wheels are removed and securely stored away from the Caravan; or
  - d) the Caravan is secured with another security device(s) agreed in writing by us.

However, the above security precautions will not apply while the Caravan is in the custody of a caravan dealer for service or repair.

2. If your Caravan is attached to a towing vehicle the ignition keys must be removed from the towing vehicle otherwise theft or attempted theft will be excluded.

## Section 1 - Caravan Cover

If the Caravan or Contents is subject to Damage during the Period of Insurance whilst the Caravan is:

- a. being used by you or your Family for social domestic and pleasure purposes anywhere within the Territorial Limits or within the Continent of Europe or whilst is in transit between these countries up to a maximum period of 90 days (ninety) any one trip;
- b. is being towed or transported by, or is in the custody or control of any caravan manufacturers, supplier, repairer, owner or employee of the storage unit used by you to store your Caravan or engineer or road vehicle recovery service in connection with their business anywhere within the Territorial Limits or within the Continent of Europe or whilst is in transit between these countries up to a maximum period of 90 days (ninety) any one trip;
- c. not in use, whilst at your home address or whilst stored at the Storage Location shown on your Schedule;

Following an Insured Event We will pay you, at our option, the cost of repair, the amount of loss or damage or replace the caravan and contents subject to the basis of settlement/indemnity below:

### Basis of Settlement / Indemnity

- a. If at the time of the Damage Your Caravan is LESS THAN 10 years old your claim will be calculated as follows:
  - i) if repair is carried out we will pay the cost of repair without deduction for wear and tear;
  - ii) if Your Caravan and Contents (other than clothing and personal effects) are Damaged beyond economic repair or are stolen and not recovered we will pay for the replacement with new of the same make and model or the nearest equivalent;
  - iii) in respect of clothing and personal effects we will pay the cost less a deduction for wear, tear and depreciation
- b. otherwise your claim will be calculated as follows:
  - i) if repair is carried out we will pay the cost of repair without deduction for wear and tear;
  - ii) if replacement of Contents is necessary we will pay the Market Value;
  - iii) If Your Caravan and Contents (other than clothing and personal effects) are Damaged beyond economic repair or stolen and not recovered we will pay the Market Value;
  - iv) in respect of clothing and personal effects we will pay the cost less a deduction for wear, tear and depreciation.

## Loss of Use and Hiring Charges

In the event of the caravan being rendered unusable following an Insured Event under this insurance, we will pay for holidays booked prior to the accident or theft expenses reasonably incurred for the hire of another caravan or alternate accommodation up to 5% (five per cent) of the Sum Insured for each complete week of lost use and pro rata for shorter periods subject to a maximum of 15% (fifteen per cent) of the Sum Insured in any Period of Insurance. You must maintain a record of all hiring, agreed hiring charges, expenses incurred and deposits paid.

## Section 1- Conditions

### The Sum Insured

The Sum Insured shown in the Schedule must represent, in respect of Basis of Settlement A, the new replacement costs and in respect of Basis of Settlement B, the full Market Value of Your Caravan and Contents.

### Obsolete parts

Where a claim results in the Caravan needing new parts or accessories which are found to be obsolete or unobtainable our liability will be limited to the last known list price of the part or accessory required, together with appropriate fitting charge.

### Matching Parts

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

### Maximum Liability

The maximum we will pay in respect of contents is 25% (twenty - five percent) of the total Sum Insured shown in the Schedule and in respect of the Caravan and Contents together is the Sum Insured shown in the Schedule plus any reasonable cost of protection and removal of the Caravan to the nearest suitable repairer and returning it after repair to your address in Great Britain, Northern Ireland or The Isle of Man.

### Hire Purchase and Leasing

If the Caravan is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the Caravan will normally be made to the legal owner of the Caravan, where known by us.

### Protection against inflation (Index Linking)

Each year at renewal the Sums Insured will be adjusted in line with the appropriate Retail Price Index or another appropriate index. Renewal will be invited at a premium based on the adjusted Sums Insured.

Any increase in replacement costs during the insurance year will automatically be covered, subject to the Sums Insured being adequate at inception and subsequent renewal.

This protection will continue to apply from the time of any loss or damage to the time the resulting claim is settled provided you have not unreasonably delayed notification or settlement of the claim in any way.

#### Other insurance

If when any claim arises there is any other insurance in force covering the same matter, we will only pay our rateable proportion.

#### Average

The insurance of property by this policy is subject to the condition of Average.

This means that if the Sum Insured immediately before any loss or damage does not represent the full cost of replacement as described in 'Sum Insured' then we will only pay the same proportion of the loss or damage as the Sum Insured bears to the full cost of replacement. For example: if the sum represents only one half of the full replacement cost we will only pay for one half of the amount lost or damaged.

#### Installments/Direct Debit

If you default under a credit arrangement to pay the premium, all coverage ceases from the default date unless we agree in writing to re-instate cover.

#### No Claim Discount

In calculating the renewal premium for your policy a discount will be allowed provided you have not made a claim during the previous period of insurance.

Any claim will result in the No Claims Discount at next renewal being reduced to nil.

#### Exclusions to Section 1

This section does not cover:-

1. The amount of excess shown in the schedule;
2. Damage caused by or arising from manufacturing defects depreciation, weathering, wear and tear, gradual deterioration ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, insects moths or vermin, rust corrosion fungus or woodworm or the process of dyeing, cleaning, washing, maintenance, dismantling altering or repair (but this exclusion shall not exclude subsequent Damage which is otherwise not excluded);
3. Damage by theft, attempted theft or malicious damage caused by You or Your Family or with the connivance of any occupant or user;
4. Damage arising from deception or the use of stolen, forged or invalid cheques drafts bank notes and the like;

5. Damage caused by you or your Family if the driver of the towing vehicle does not have a valid driving licence;
6. Damage to any living creature or Damage caused by pets from chewing, scratching tearing or fouling;
7. Damage arising out of the liquidation, insolvency or bankruptcy of any caravan dealer or agent;
8. Damage to tyres by punctures, cuts, burst, or breaking;
9. Damage to contents by theft or attempted theft while the Caravan is left unattended unless there has been forcible and violent entry;
10. Damage to the Caravan and its Contents unless kept whilst not in use within the boundaries of your permanent home or other location as notified to and accepted by us;
11. Loss or damage by escape of water following the freezing of water/heating systems;
12. The first GBP 500 (Five hundred pounds) of any one claim in respect of Damage caused by storm to erected awnings or trailer tents whilst the Caravan is unattended and unoccupied.

#### Sub-section 1 - Indemnity to the insured

We will indemnify you up to the Limit specified in the Schedule in respect of amounts you become legally liable to pay following death, bodily injury or Damage to property arising from one event or all events of a series consequent on one original cause happening during the Period of Insurance caused by or through your use of the Caravan.

In addition costs and expenses of defending litigation incurred with our written consent in respect of any claim against you which may be the subject of indemnity under this insurance.

The following exclusions apply to this Section:

1. Death or bodily injury, loss or Damage occurring while the Caravan is being transported or towed by a motor vehicle that is attached to or becomes detached from a motor vehicle;
2. Death or bodily injury to you, any person that lives with you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you;
3. Loss or Damage to any property owned, held in trust, in the charge of or under the control of you, any person that lives with you, any member of your immediate family, your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with you;
4. Any event which results from your deliberate act or omission and which could reasonably have been expected by you having regard to the nature and circumstances of such act or omission;
5. Injury, loss or Damage caused by or in connection with or arising out of the ownership, possession or use by you or on your behalf of any mechanically propelled vehicle, aircraft, hovercraft or watercraft

6. Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation;
7. Any liability assumed by you by a contract or agreement entered into by you and which would not have attached in the absence of such agreement;
8. Liability arising from the ownership or possession of an animal included under the Dangerous Dogs Act 1991 or any amending Legislation;
9. Liability arising from the caravan being used for hire or reward or any trade or business purpose.

#### Sub-Section 2 Legal Personal Representatives

If any person insured under of the policy dies, the personal representative will be entitled to the cover provided by Sub Section 1 for any claim made.

#### General Exclusions

This policy shall be subject to the following exclusion clauses:

##### 1. Asbestos Exclusion clause

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

##### 2. Contamination and Pollution Exclusion clause

1. This insurance shall not cover any loss or Damage or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This Exclusion does not apply if such loss or Damage arises out of one or more of the following perils;
  - i) Fire, lightning, explosion, impact of aircraft
  - ii) vehicle impact, sonic boom
  - iii) accidental escape of water from any tank, apparatus or pipe
  - iv) riot, civil commotion, malicious damage
  - v) storm, hail
  - vi) flood inundation

- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

### 3. Electronic Data Exclusion clause

#### 1) Electronic Data Exclusion

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

- a) This insurance does not include any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

- b) However, in the event that a peril listed below results from any matters described in the above paragraph, this insurance, subject to all its terms conditions and exclusions will cover physical damage occurring during the Period of Insurance to the Property Insured by this insurance directly caused by such listed peril.

Listed Perils;

- i) Fire
- ii) Explosion

#### 2) Electronic Data Processing Media Valuation

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

Should electronic data processing media insured by this policy suffer physical loss or Damage insured by this insurance, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such Electronic Data to You or any other party, even if such Electronic Data cannot be recreated gathered or assemble.

4) Institute Radioactive Contamination Exclusion clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5) Micro-Organism Exclusion Clause

This insurance does not cover any loss damage claim cost expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or Damage to Insured Property
- ii) any Damage or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair replacement removal cleanup abatement disposal relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.

6) Northern Ireland Overriding Exclusion clause

Notwithstanding anything within the policy or in any extensions thereof it is hereby declared and agreed that as an exclusion overriding all other terms (including the nature and terms of perils insured against) this policy does not cover loss or destruction of or Damage to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of;

- i) civil commotion
- ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

In any action suit or other proceedings where we allege that by reason of the provisions of this exclusion any loss, destruction or Damage or consequential loss is not covered by this policy the burden of proving that such loss is covered shall be upon You.

7) Nuclear Energy Risks Exclusion clause

This policy shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this policy Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

8) Sonic Bangs

The insurance by this policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9) Terrorism Exclusion

Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon you.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10) War and Civil War Exclusion clause

Notwithstanding anything to the contrary contained herein this policy does not cover loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

11) Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

### Insurance Contract

Under this certificate Commercial Express Quotes Ltd are acting solely as underwriting agents on behalf of the subscribing underwriters with no liability under this Certificate.

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under Contract Numbers JRPCX1702B1021 - ERGO Versicherung AG (UK Branch) 50% for their proportion, UKBPY1700016 - AmTrust Europe Limited 30% for their proportion and JRPCX1702B3004 & JRPCX1702B3005 - Certain Underwriters at Lloyd's 20%.

# CARAVAN UNINSURED LOSS RECOVERY POLICY

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY.  
FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE  
DECLINE TO PAY YOUR CLAIM.**

- All potential claims must initially be reported to Our appropriate Claims Helpline and Notification Services detailed below:-

## Legal Claims Notification & Advice Helpline Service - 0344 800 0128

Operates 24 hours a day, 365 days a year.

This Helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

- This is a policy where You must notify Us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- If You can convince Us that there are Prospects of Success in Your claim and that it is necessary for Professional Fees to be paid We will:
  - take over the claim on Your behalf.
  - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We will pay under the policy where:
  1. We consider it is unlikely a sensible settlement of Your claim will be obtained;
  2. there is insufficient prospects of obtaining recovery of any sums claimed; or
  3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any Professional Fees incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

## IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate Claims Notification & Advice Helpline Services.

The Legal Claims Notification & Advice Helpline Service telephone number is 0344 800 0128.	Operates 24 hours a day 365 days a year.
Please note that the Claims Notification & Legal Helpline service is not empowered to give advice on the admissibility of any claim under this policy.	
If You wish to make a claim or You have a query relating to policy cover You should contact:	Claims Department Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

### POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

#### Agent

The Agent appointed by the Coverholder to transact this insurance with You.

#### Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

#### Claim Limit(s)

The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

#### Court

A Court, tribunal or other competent authority.

#### Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

#### Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

#### Insured Person

The Policyholder and any other person authorised by You to drive or to be a passenger in or on the Insured Vehicle.

#### Insured Vehicle

1. The caravan specified in the caravan insurance policy issued with this policy.
2. Any motor vehicle attached to this caravan provided that such motor vehicle is not insured for equivalent cover under any other policy.

#### Insurer

This insurance is administered by Legal Insurance Management Limited & arranged by Commercial Express Quotes Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

#### Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

#### Period of Insurance

The Period of Insurance shown in the Schedule.

#### Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

#### Professional Fees

Legal fees and costs reasonably and properly incurred by the Authorised Professional, with Our prior written authority, including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

#### Prospects of Success

At least 51% chance of the Insured Person(s) achieving a favourable outcome

#### Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

#### Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

#### Territorial Limits

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Morocco, Norway, Romania, San Marino, Serbia, Switzerland, Tunisia, and Turkey (West of the Bosphorus only).

#### Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

#### We, Us, Our

UK General on behalf of Great Lakes Reinsurance (UK) SE.

## COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

## INSURED EVENT

Section 1 - Personal Injury	
What is Covered?	What is Excluded?
Pursuing a civil claim following an Event involving the Insured Vehicle and resulting in the death of or bodily injury to an Insured Person.	Excluding:- 1. any injury or illness not caused by a sudden or specific accident; 2. any claim arising from a stress or psychological related condition.

Section 2 - Uninsured Loss Recovery	
What is Covered?	What is Excluded?
An Event involving the Insured Vehicle and resulting in uninsured losses being incurred by an Insured Person.	

## GENERAL POLICY EXCLUSIONS

This insurance does not cover:-

1. Professional Fees incurred:-
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the Insured Person should have realised when purchasing this insurance that a claim under this insurance might occur;
  - c) before Our written acceptance of a claim;
  - d) before Our approval or beyond those for which We have given Our approval;
  - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional;
  - f) where You are responsible for anything which in Our opinion prejudices Your case;
  - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You;
  - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your Responsibility;
  - i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;
2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable Prospects of Success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
8. any dispute relating to written or verbal remarks which damage Your reputation;
9. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions;
10. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements;
11. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
12. a dispute which relates to any compensation or amount payable under a contract of insurance;
13. a dispute with Us not dealt with under the Arbitration condition;
14. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
15. an application for judicial review;
16. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
17. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
18. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies;
19. any claim where Your motor insurer is entitled to repudiate Your motor policy or refuses settlement of Your claim;
20. claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind;
21. travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an Insured Person's claim;
22. any claim if an Insured Person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the Event;
23. claims made by an Insured Person against any authorised passenger in the Insured Vehicle;

25. claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s);
26. any claim arising from a contractual relationship.
27. Electronic Data  
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.  
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.  
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
28. Radiation  
Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
29. Terrorism  
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.  
An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
  - I. involves violence against one or more persons; or
  - II. involves damage to property; or
  - III. endangers life other than that of the person committing the action; or
  - IV. creates a risk to health or safety of the public or a section of the public; or
  - V. is designed to interfere with or to disrupt an electronic system.This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
30. War  
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

## POLICY CONDITIONS

### Alteration of Risk

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

### Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

### Claims

You must tell Us in writing within 30 days about any matter which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid.

We may require (at Our discretion) You at Your expense, to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your prospects of success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

1. If We consider it is unlikely a sensible settlement will be obtained; or
2. There is insufficient prospects of obtaining recovery of any sums claimed; or
3. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

#### Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim.

The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

#### Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

#### Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay You all or any costs charges, fees, expenses or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

#### Arbitration

Any dispute between You and Us, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

#### Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

#### Data Protection Act 1998

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

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

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

#### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

#### Due Care

You must take all due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

#### Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

#### Claims Notification & Advice Helpline Services

The Legal Advice Helpline Service provides advice on any legal problem affecting the Policyholder.

All potential claims must be reported initially to the appropriate Claims Notification Helpline for advice and support.

Legal Claims Notification & Advice Helpline Number: 0344 800 0128.

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

#### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

#### Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to: -

The Managing Director  
Legal Insurance Management Ltd  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

#### Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).