

An aerial, top-down view of a curved asphalt road with multiple lanes. The road is filled with various colored cars (red, blue, white, black, yellow). The road curves through a lush green forest. The background is a solid dark blue color.

**MB&G** INSURANCE

# Static Caravan

Insurance Policy Document

# ABOUT YOUR INSURANCE

## WELCOME TO YOUR MB&G STATIC CARAVAN INSURANCE POLICY DOCUMENT.

This insurance was arranged by MB&G Insurance Services Ltd (MB&G) who is also the policy Administrator and is underwritten by Novus Underwriting Limited on behalf of Helvetia Global Solutions Ltd.

MB&G Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority, Firm Reference No. 306978.

Helvetia Global Solutions Ltd is incorporated in Liechtenstein, registration number 0002191766. Helvetia Global Solutions Ltd's UK branch is registered in England & Wales under UK Establishment number: BR024650. UK Establishment address: 6 Bevis Marks, London, EC3A 7BA. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Registered on the Financial Services Register under the firm reference number 454140.

Novus Underwriting Limited, which is an Appointed Representative of Consilium Insurance Brokers Limited, authorised and regulated by the Financial Conduct Authority (Ref: 306080). Novus Underwriting Limited is registered in England (No. 10844265). Registered address The Monument Building, 11 Monument Street, London, EC3R 8AF, United Kingdom.

As Mechanical Breakdown & General Insurance Services Ltd acts as agent for the **Insurer**, monies paid to (or held by) MB&G Insurance Limited in relation to the insurance contract are treated as having been paid to (or held by) the **Insurer**.

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

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

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

## HOW TO MAKE A CLAIM

If **You** need to make a claim, simply contact **Our** Claims Helpline for immediate assistance and advice. The Claims Helpline operates 9am to 5pm Monday to Friday on 0191 258 8213. Alternatively, **You** can email the Claims Administrator at: caravaninsurance@mbginsurance.com. **You** will be asked to

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

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

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

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

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

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

Failure to advise MB&G Insurance of any changes might prejudice any claim **You** may make or the validity of the **Policy**.

## CANCELLATION OF THE POLICY

### Your Cancellation Rights

**You** have the right to cancel this policy within 14 days of the date **You** purchased the policy or when **You** received the policy documents if this is later.

**We** will refund any **Premium You** have paid pro-rata for the time on cover, subject to any applicable administration fee charged by the Administrator, as long as **You** have not made a claim and do not intend to make a claim.

**You** can also cancel **Your** policy at any other time and receive a pro-rata refund of **Your Premium** based on the number of whole days of the original insurance period remaining, subject to an administration fee charged by the Administrator.

**You** can cancel **Your** policy by calling: 0191 258 8100

All cancellations will need to be approved by Mechanical Breakdown & General Insurance Services Ltd.

(If you have selected and paid for documents to be posted to you, this is non-refundable within the cooling off period)

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

## The Insurer's Cancellation Rights

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

## INSURED VALUES

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

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

## Changes in your circumstances

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

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

## POLICY DEFINITIONS

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

### Accidental Damage

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

### Audio and Visual Equipment

Television receivers, satellite dishes and receivers, radios.

### Caravan

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

### Caravan Contents

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

### Claims Administrator

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

### Collections

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

## Consequential Loss

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

## Credit Cards

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

## Endorsement

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

## Excess

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

## Family

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

## Friends

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

## Immediate Vicinity

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

## In Use

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

## Licensed Holiday Static Caravan Site

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

## Limit of Indemnity

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

## Market Value

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

## Money

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

## New for Old

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

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

## Period of Insurance

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

## Permanent Residence

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

## Personal Effects, Clothing and Luggage

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

## Policy Schedule

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

## Premium

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

## Subsidence

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

## Sports Equipment

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

## Sum Insured

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

## Territorial Limits

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

## Valuables

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

## We/Us/Our/Insurer/Underwriter

Novus Underwriting Limited on behalf of Helvetia Global Solutions Ltd.

## Works of Art

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

## You/Your/Insured

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

## SECTION 1 - WHAT IS COVERED

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

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

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

## Your Caravan Contents

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

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

## WHAT IS NOT COVERED

- The amount of the **Excess** shown in the **Policy Schedule**
- **Accidental Damage to Caravan Contents**
- Loss or damage to **Money**, **Credit Cards**, **Valuables**, firearms, wines, spirits, and tobacco goods.
- Theft of **Caravan Contents** unless there is evidence of forcible and violent entry or exit to or from the **Caravan**

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

## EXTENSIONS

### A - Additional Costs

#### WHAT IS COVERED

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

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

#### WHAT IS NOT COVERED

- i. Any amount exceeding £10,000 in any one **Period of Insurance**.
- ii. Any amount where a valid claim has not been accepted by **Us** under Section 1 of this **Policy**

### B - Alternative Accommodation

#### WHAT IS COVERED

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

#### WHAT IS NOT COVERED

Any amount exceeding £75 per day (including VAT)

### C – Frozen Food

#### WHAT IS COVERED

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

#### WHAT IS NOT COVERED

- i. Any amount exceeding £200 (including VAT)
- ii. Loss or damage to **Your** freezer and food contained therein caused by a deliberate reduction or loss of power from the appropriate electricity and/or gas company.

### D - Replacement Locks

#### WHAT IS COVERED

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

#### WHAT IS NOT COVERED

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

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

### WHAT IS COVERED

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

### WHAT IS NOT COVERED

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

## SPECIFIC CONDITIONS

### Basis of Claims Settlement

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

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

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

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

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

## THE CARAVAN – MARKET VALUE

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

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

## THE CARAVAN – NEW FOR OLD

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

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

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

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

## CARAVAN CONTENTS

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

### ALTERNATIVE ACCOMMODATION AND HIRING CHARGES

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

### AUTOMATIC REINSTATEMENT OF SUM INSURED

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

## GENERAL EXCLUSIONS

These apply to the whole **Policy**.

### Agreements

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

### Asbestos

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

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

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

#### **Computer Hardware and Software**

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

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

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

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

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

#### **Date Recognition**

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

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

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

#### **Faulty Workmanship, Design or Materials**

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

#### **Pollution**

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

#### **Previous Claims Incidents**

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

#### **Radioactivity**

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

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

#### **Sonic Bangs**

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

#### **Terrorism**

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

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

#### **Unacceptable Type of Caravan**

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

#### **Unacceptable Usage of Caravan**

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

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

#### **War and Similar risks**

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

### Wilful or Malicious Acts

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

### GENERAL CONDITIONS

These apply to the whole **Policy**.

#### Change in Circumstances

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

#### Claims

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

**You** must:

- a) Without unnecessary delay advise **Us** via: Telephone: 01912588213 or Email: [caravaninsurance@mbginsurance.com](mailto:caravaninsurance@mbginsurance.com)
- b) If any item covered by this **Policy** is stolen, lost or maliciously damaged notify the police immediately and obtain a crime reference number
- c) Take steps to recover any lost or stolen item
- d) Forward to **Us** any letter, writ, summons or other legal document unanswered
- e) Provide all reports, certificates, plans, specifications, any other supporting documents, information, and assistance which **We** may require to settle or resist any claim or to institute proceedings against another party.

**You** or **Your Family** or **Friends** must not:

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

#### Duty of Care

- a) Items insured  
**You** and **Your Family** and **Friends** must take steps to prevent and minimise any loss or damage and maintain the items insured in good condition
- b) Liability  
**You** and any other person to whom this insurance applies must take steps to prevent loss, damage or accident.

#### Limitation

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

- a) The **Limit of Indemnity** less any amount(s) already paid or

- b) Any lesser amount for which such claim(s) can be settled.

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

#### Our Rights

**We** will be entitled to:

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

#### Payment of Premiums By Instalments

Where the **Premium** for this **Policy** is paid by monthly instalments each payment must be paid when due otherwise all benefit under this **Policy** could be forfeited and the **Policy** cancelled by giving **You** 30 days' notice.

#### Policy terms

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

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

#### Fraudulent Claims or Misleading Information

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

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



## Law and Jurisdiction

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

## Information You have provided – Insurance Act 2015

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

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

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

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

## Under Insurance

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

## Claims Fraud Prevention

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

## Complaints Procedure

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

## Please contact

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

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

In all correspondence, please state that **your** insurance is provided by Novus Underwriting Limited and quote scheme reference.

If **your** complaint about **your** claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to: Novus Underwriting Ltd, 4<sup>th</sup> Floor, 34 Lime Street, London, EC3M 7AT Email: [complaints@novusunderwriting.com](mailto:complaints@novusunderwriting.com)

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 €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: -

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

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

## Fraudulent Claims or Misleading Information

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

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

## Law and Jurisdiction

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

## Information You have provided – Insurance Act 2015

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

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

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

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

### **Under Insurance**

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

### **Compensation Scheme**

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

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

### **Data Protection**

We and the administrator are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process your personal information. For full details of what data we collect about you, how we use it, who we share it with, how long we keep it and your rights relating to your personal data, please refer to our Privacy Notice which will be available on our website [www.helvetia.com/privacy](http://www.helvetia.com/privacy)

### **Claims Fraud Prevention**

**We** may use **Your** personal information to prevent crime. In order to prevent crime, **We** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not

limited to information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers.