

An aerial, top-down view of a winding asphalt road with multiple lanes. The road is filled with cars of various colors (red, blue, white, black, yellow). The road curves through a lush green forest with tall trees. The sky is a clear, bright blue. The overall scene is vibrant and scenic.

MB&G INSURANCE

Touring Caravan

Insurance Policy Document

ABOUT YOUR INSURANCE

WELCOME TO YOUR MB&G TOURER 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.

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**.

INTRODUCING YOUR POLICY

This is **Your Policy**, please keep it in safe place.

Please read the **Policy**, **Policy Schedule** and any **Endorsements** carefully. If **You** have any queries or wish to change **Your** cover, **You** should contact **Your Agent** immediately.

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 **Your Agent**.

Changes in your circumstances

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

Where there is a change, and this results in an additional **Premium** an administration charge will be made.

HOW TO MAKE A CLAIM

If **You** need to make a claim, we have a simple online claims process which you can access at:

www.mbginsurance.co.uk/claims

Or you 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 and Friends**, 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 **Your Agent** of any changes might prejudice any claim **You** may make or the validity of the **Policy**.

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 touring **Caravan** described in the **Policy Schedule** together with awnings, standard fixtures and fittings, and the furniture and furnishings included in the manufacturer's specification or approved dealer fitted accessories.

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**.

Friends

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

Home

Within the boundaries of **Your** permanent residence but excluding communal parking areas and any public road or highway.

In Use

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

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**.

Personal Money

Cash, bank or currency notes used as legal tender, cheques, postal, money or 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, all belonging to **You** or **Your Family and Friends** and **Friends**.

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.

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 and Friends** for holiday purposes but occupied by **You** or **Your Family and 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 **Your Agent** in respect of insurance cover under this **Policy**.

Sports Equipment

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

Storage Address

The address recorded on **Your Schedule** of where **Your Caravan** is kept overnight when not **In Use**.

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, including transit between them.

Unattended

Any time the occupier/s (**You** or **Your Family and Friends**) are more than 2 metres from the **Caravan**.

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**.

Your Agent

Your insurance broker, named on the **Policy Schedule**.

Your Family and Friends

Your spouse/partner/civil partner, children (whether or not such children reside with **You** permanently) and any other member of **Your Family and Friends** permanently residing with **You**.

SECTION 1 - WHAT IS COVERED

Caravan, Caravan Contents and Awning

Loss or damage as a result of **Accidental Damage**, fire, lightning, explosion, earthquake, theft or attempted theft, malicious acts or vandalism, storm or flood (excluding awnings) to:

- i. the **Caravan** stated on the **Policy Schedule**.
- ii. **Caravan Contents, Personal Effects, Clothing and Luggage, Audio and Visual Equipment** while in the **Caravan** and up to the **Sum Insured** shown on the **Policy Schedule**.
- iii. Awning up to the sum as shown on the **Policy Schedule**

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**
- Loss or damage to awnings caused by weather conditions if erected and left unattended for more than 7 days.
- Loss or damage to awnings if not attached securely to the **Caravan** or if not stored within the **Caravan**.

- Theft or accidental loss from awnings.
- **We** will not pay for loss or damage to **Caravan** generators or damage to the **Caravan** resulting from using generators.
- Chewing, scratching, tearing, or fouling by animals.
- Loss or damage resulting from road traffic accidents if the **Caravan** is not roadworthy.
- Faulty workmanship, design or using faulty materials.
- Water damage or damage resulting from water leaking in through windows, doors, ventilators, body joints or seals.
- Towing **Your Caravan** if **Your Caravan** exceeds the manufacturer's recommended kerb / towing weight.
- Any loss or damage which occurred prior to the commencement of this insurance.
- Any property more specifically insured.
- Any one item of **Caravan Contents, Personal Effects, Clothing and Luggage, Audio and Visual Equipment** exceeding £500.
- Contact or corneal lenses.
- Pedal Cycles.
- **Sports Equipment.**
- **Valuables, Personal Money, Credit Cards, Collections, Works of Art.**
- Theft of **Caravan Contents** unless there is evidence of forcible and violent entry or exit to, or from the **Caravan**.
- Mechanical, electrical or computer breakdown, failure, or derangement.

Loss or damage caused:

- by riot, civil commotion or strikes outside the **Territorial Limits.**
- by wear and tear, rot, deterioration, insect, mildew, vermin, atmospheric conditions, action of light or any other gradually operating cause.
- to tyres by punctures cuts or bursts or application of brakes.
- by confiscation, detention or seizure by customs or other officials or authorities.
- while being used as a **Permanent Residence** or for any trade, business, or profession or while rented out.
- Caravans** that are home-made, custom built or modified from manufacturer's standard specification.
- while the **Caravan** is being used by anyone other than **You or Your Family and Friends.**
- whilst the **Caravan** is being stored at a location other than **Your Home** or the **Storage Address.**

EXTENSIONS

A - Additional Costs

WHAT IS COVERED

Following loss or damage to the **Caravan** **We** will pay the costs of its protection and removal to the nearest competent repairers and return to **Your Home** or the **Caravan's** usual **Storage Address**, detailed on **Your Policy Schedule** and approved by **Us**.

WHAT IS NOT COVERED

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 touring or 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 accepted by **Us** under Section 1 of **Your Policy**.

WHAT IS NOT COVERED

Any amount exceeding £75 per day.

C – Use Abroad / Foreign Use

WHAT IS COVERED

(Only applies if shown on the **Schedule**)

Cover extends to include use in the countries specified in the following:

- Andorra
- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Serbia
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland

Continent of Europe including the journey by recognised sea routes.

- i. if the **Caravan** is damaged outside the United Kingdom of Great Britain and Northern Ireland (UK) and cannot be economically repaired before **You** intend to return **Home**, **We** will pay the cost of:
 - a. removing the **Caravan** to the port of embarkation.
 - b. any additional freight charges from that port to the UK.
 - c. returning the **Caravan** from the UK port to **Your Home**.
 - d. any customs duty **You** have to pay on the **Caravan** following temporary importation into any country in the list of countries set out above.
- ii. if it cannot be repaired, **We** are entitled to deal with the salvage, but this does not mean that property can be abandoned to **Us**.

WHAT IS NOT COVERED

- Use in excess of the number of days specified in **Your Policy Schedule** in any one Period of Cover.
- the loss of any customs deposit as a consequence of any wilful act by **You**.

SPECIFIC CONDITIONS

Basis of Claims Settlement

The maximum **We** will pay is the **Sum Insured** shown on **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 on 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 on 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 on 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 on 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.

THEFT OF TOURING CARAVANS

The **Caravan** must only be stored at **Your Home** when not **In Use**, or at a **Storage Address** notified to **Your Agent** and approved by **Us**. It is imperative that **You** notify **Your Agent** immediately if **You** change **Your Storage Address**. **Your** failure to do so may invalidate **Your** ability to make a claim.

If the **Caravan** is detached from the towing vehicle and **Unattended** the **Caravan** must be secured by a hitch lock and either a wheel or axle lock.

If the **Caravan** is both **Unattended** and **In Use** **You** must ensure it cannot be moved by the fitting of a hitch lock and either a wheel or axle lock.

Cover for theft of the **Caravan** or of any unfixed items within the **Caravan** is excluded if the **Caravan** is left **Unattended** in a lay-by or any informal parking area.

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
- 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 and 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.

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

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, 4th Floor, 34 Lime Street, London, EC3M 7AT Email: 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

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.

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

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.