



Frank Pickles (Insurance Brokers) Ltd  
Touring Caravan  
Insurance Policy

Underwritten by Isle of Man Assurance Limited





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# Welcome to Your Touring Caravan Insurance Policy

## Your insurers

This Touring **Caravan** Insurance is arranged by Frank Pickles (Insurance Brokers) Limited with the Underwriters, Isle of Man Assurance Limited (IOMA).

Isle of Man Assurance Limited is an Isle of Man company, registered No 003792C, registered office: IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP. Isle of Man Assurance Limited is regulated by the Isle of Man Financial Services Authority (IOMFSA) as an authorised insurer. This can be checked on the IOMFSA's Register of Regulated Entities (Insurance) by visiting the IOMFSA's website at [www.iomfsa.im/entitiessearch.aspx](http://www.iomfsa.im/entitiessearch.aspx).

Isle of Man Assurance Limited is also regulated by the United Kingdom Financial Conduct Authority (FCA) for certain UK business, FCA Register No 142307. This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk).

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 signed 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 loss, damage, accident or liability 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

If **You** decide that for any reason, that this Policy does not meet **Your** insurance needs then please return it **Your Agent** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your Agent** will then refund **Your** Premium in full, less the Agent's administration charge (provided the Premium was originally paid by **You** in full).

Thereafter **You** may cancel the insurance cover at any time by informing **Your Agent**. Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on **Your Policy Schedule** (an **Agent** administration charge will apply).

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 7 days' notice in writing by email to the email address **You** have provided to **Your Agent** where there is a valid reason for doing so. A cancellation letter will be emailed to **You** at **Your** last known email address notified to **Your Agent**. 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 and conditions

Provided the Premium has been paid in full **You** will be entitled to a proportionate rebate of Premium in respect of the unexpired period of **Your** Policy.

For and on behalf of Isle of Man Assurance Limited



Director

# Introducing Your Policy

This is **Your** Policy please keep it in a 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 on 01943 850123.

## 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 such as:

- a change of **Caravan**;
- a change in **Your Home** or **Storage Address** **You** have given **Your Agent**, which **We** have accepted;
- whether **You** or any member of **Your Family** are declared bankrupt or served any county court judgements or are convicted of any criminal offence.

Where there is a change and this results in an additional or return Premium an administration charge will be made. Please refer to **Your Agent's** Terms of Business for full details.

## 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 9 am to 5 pm Monday to Friday on: 0191 2588174

Alternatively **You** can email the Claims Administrator at: [claims@mbginsurance.com](mailto:claims@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 claim 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 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, radios, video recorders and other **Audio and Visual Equipment**, cameras and their equipment and accessories, binoculars and similar optical instruments.

### Caravan

The structure of the touring **Caravan** described in the **Policy Schedule** together with awnings, standard manufacturer's fixtures and fittings and approved dealer fitted accessories.

### Caravan Contents

Standard caravanning equipment, **Personal Effects**, **Sports Equipment**, **Clothing and Luggage** and all additional equipment owned by **You** or **Your Family** whilst in the **Caravan**, or in close proximity whilst **In Use**. Close proximity is within 2 metres of the **Caravan** whilst it is **In Use**.

### Claims Administrator/Helpline

MB&G Insurance Services Limited  
Cobalt Business Exchange  
Cobalt Parkway  
Newcastle Upon Tyne NE28 9NZ  
Tel No: 0191 2588174  
Email: [claims@mbginsurance.com](mailto:claims@mbginsurance.com)

### 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 after deduction of the **Excess**.

### Home

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

### Insured/You/Your

The person or persons named as the Insured in **Your Policy Schedule**.

### In Use

When **You** or **Your Family** 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**.

## Policy Definitions Continued

The following words or expressions carry the meaning shown below wherever they appear in this policy:

### 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 **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.

### Personal Effects, Clothing and Luggage

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

### Personal Money

Coins and bank notes used as legal tender, cheques, postal, money or giro orders, unused postage stamps (not in a collection), savings stamps and certificates, trading stamps (affixed in a book), phone cards, premium bonds, luncheon vouchers, travellers cheques, travel tickets, season tickets (when not recompensed by the issuing authority), gift, record or similar tokens all belonging to **You** or **Your Family**.

### Policy Schedule

Confirmation of cover, showing details of the **Period of Insurance**, **Caravan Insured**, **Limits of Indemnity**, **Sum Insured**, **Your** details and Premium.

### 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**.

### Storage Address

The location where the **Caravan** will be kept details of which have been given to **Your Agent** and which **We** have accepted.

### Territorial Limits

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

### Unattended

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

### Valuables

Gold and silver articles, watches, jewellery, cups, trophies and the like, furs, mobile phones of any kind (including their associated equipment) and portable audio (including MP3/DVD/CD players), computer equipment (including laptops, tablet computers) and gaming consoles, associated peripherals and data.

### We/Us/Our/Underwriter

Isle of Man Assurance Limited (IOMA).

### 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.

### Your Agent

Frank Pickles (Insurance Brokers) Limited.

### Your Family

**Your spouse/partner/civil partner**, children and any other member of **Your Family** permanently residing with **You**.

## Section 1 - Caravan & Caravan Contents

### What is covered

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

- i the **Caravan** stated in the **Policy Schedule**;
- ii **Caravan Contents, Personal Effects, Clothing and Luggage, Audio and Visual Equipment and Sports Equipment** while in the **Caravan** or the towing vehicle; while **In Use** and up to the **Sum Insured** shown in the **Policy Schedule**.

### What is NOT covered

- The amount of the **Excess** shown in the **Policy Schedule**;
- **We** will not pay for loss or damage to **Caravan** generators or damage to the **Caravan** resulting from using generators;
- Loss or damage to awnings and tents caused by weather conditions or if not attached securely to the **Caravan**;
- 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 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 or Sports Equipment** exceeding £250;
- Contact or corneal lenses;
- Pedal Cycles
- **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**;
- Loss or damage caused:
  - i. by riot, civil commotion or strikes outside the **Territorial Limits**;
  - ii. by wear and tear, deterioration, insect, mildew, vermin, atmospheric conditions, action of light or any other gradually operating cause;
  - iii. by mechanical, electrical or computer breakdown, failure or derangement;
  - iv. to tyres by punctures cuts or bursts or application of brakes;
  - v. by confiscation, detention or seizure by customs or other officials or authorities;
  - vi. to **Personal Effects, Valuables, Clothing and Luggage, Audio and Visual Equipment or Sports Equipment** while the **Caravan** is not **In Use** by **You** or **Your Family**;
  - vii. by theft of any unfixed **Caravan Contents, Personal Effects, Clothing and Luggage, Valuables, Audio and Visual Equipment or Sports Equipment** unless **You** or **Your Family** are in residence in the **Caravan** at the time of the loss or damage and the **Caravan** is securely locked and all windows are tightly closed and locked where possible;
  - viii. to **Audio and Visual Equipment** left in the **Caravan** at **Your Home** address or the **Storage Address**;
  - ix. while being used as a permanent residence or for any trade, business or profession or while rented out;
  - x. **Caravans** that are home-made, custom built or modified from manufacturer's standard build.

<p><b>Extensions</b></p> <p><b>What is covered</b></p> <p>This Section also insures <b>You</b> for:</p> <p><b>A Additional Costs</b></p> <p>Following loss or damage to the <b>Caravan</b> <b>We</b> will pay the costs of its protection and removal to the nearest competent repairers and return to <b>Your Home</b> or the <b>Caravan's</b> usual <b>Storage Address</b>, detailed on <b>Your Policy Schedule</b> and approved by <b>Us</b>.</p>	<p><b>What is NOT covered</b></p>
<p><b>B Alternative Accommodation</b></p> <p>Additional payments while the <b>Caravan</b> is being used by <b>You</b> or <b>Your Family</b> for touring or holiday purposes for hiring another equivalent <b>Caravan</b> or other alternative accommodation for a maximum of 15 days in any one <b>Period of Insurance</b> if the <b>Caravan</b> becomes uninhabitable as a result of loss or damage that is covered by this Policy.</p>	<p><b>What is NOT covered</b></p> <ul style="list-style-type: none"> <li>- any amount exceeding £75 per day</li> <li>- any amount where a valid claim has not been accepted by <b>Us</b> under Section 1 of this Policy.</li> </ul>
<p><b>C Use in the Continent of Europe</b> (Only applies if shown in the <b>Schedule</b>)</p> <p>Cover extends to include use on the Continent of Europe including the journey by recognised sea routes.</p> <ul style="list-style-type: none"> <li>i if the <b>Caravan</b> is damaged outside the United Kingdom of Great Britain and Northern Ireland (UK) and cannot be economically repaired before <b>You</b> intend to return <b>Home</b>, <b>We</b> will pay the cost of: <ul style="list-style-type: none"> <li>a) removing the <b>Caravan</b> to the port of embarkation;</li> <li>b) any additional freight charges from that port to the UK;</li> <li>c) returning the <b>Caravan</b> from the UK port to <b>Your Home</b>;</li> <li>d) any customs duty <b>You</b> have to pay on the <b>Caravan</b> following temporary importation into any country in the Continent of Europe.</li> </ul> </li> <li>ii if it cannot be repaired, <b>We</b> are entitled to deal with the salvage, but this does not mean that property can be abandoned to <b>Us</b>.</li> </ul>	<p><b>What is NOT covered</b></p> <ul style="list-style-type: none"> <li>- use in excess of the number of days specified in <b>Your Policy Schedule</b> in any one <b>Period of Cover</b>.</li> <li>- the loss of any customs deposit as a consequence of any wilful act by <b>You</b>.</li> </ul>



## Specific Conditions

### Basis of Claims Settlement

#### 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 **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 replace the **Caravan** with:

- a) a new one of the same manufacture and model or
- b) where the **Caravan** is no longer produced, **We** may opt to replace the **Caravan** with an equivalent specification model; or
- c) at **Our** discretion, pay the cash equivalent.

Any available discount will be taken into account in the settlement amount.

#### Total Loss Procedure

Should the **Caravan** be considered to be beyond economic repair, the policy will be cancelled from the date of the loss, without a refund of a Premium.

#### 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.

### Theft of Touring Caravans

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.

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.

The **Caravan** must only be stored at **Your Home** when not **In Use**, a CaSSOA approved storage location or at a **Storage Address** notified to **Your Agent** and approved by **Us**. 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.

### 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.

<h2>Section 2 - Liabilities</h2> <h3>What is covered</h3> <p><b>We</b> will indemnify <b>You</b> or <b>Your Family</b> against all sums which <b>You</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>a) accidental bodily injury (including death or disease) to any person occurring during the <b>Period of Insurance</b> in connection with the use of the <b>Caravan</b>;</li> <li>b) <b>Accidental Damage</b> or loss to property occurring during the <b>Period of Insurance</b> in connection with the use of the <b>Caravan</b>.</li> </ul>	<h3>What is NOT covered</h3> <ul style="list-style-type: none"> <li>- liability arising from: <ul style="list-style-type: none"> <li>a) any trade, business or profession;</li> <li>b) any wilful or malicious acts by <b>You</b> or <b>Your Family</b>;</li> <li>c) the <b>Caravan</b> while attached by any means to a vehicle;</li> <li>d) the <b>Caravan</b> being rented out;</li> <li>e) the ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)</li> <li>f) any action brought against <b>You</b> or <b>Your Family</b> in any court outside the European Economic Community;</li> </ul> </li> <li>- liability for loss or damage to property belonging to <b>You</b> or <b>Your Family</b> or held in trust by <b>You</b> or in <b>Your</b> custody or control;</li> <li>- liability which is insured by or would but for the existence of this Section be insured by another policy;</li> <li>- accidental bodily injury (including death or disease) to <b>You</b> or <b>Your Family</b>;</li> <li>- liability created by any agreement, unless <b>You</b> would have been liable without the agreement.</li> </ul>
<p>The total amount <b>We</b> will pay in respect of all damages arising from one source or original cause will not exceed the <b>Limit of Indemnity</b> stated in the <b>Policy Schedule</b> against the corresponding contingency. <b>We</b> will in addition pay legal costs and expenses recoverable by the claimant and all costs and expenses agreed by <b>Us</b> in writing.</p> <h3>Personal Representatives</h3> <p>Should <b>You</b> or a member of <b>Your Family</b> die having incurred liability for an event covered by this section the legal personal representatives will have the benefit of this section.</p>	

# General Exclusions

These apply to the whole Policy.

This Policy does not cover:

## 1 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.

## 2 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:

- i ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

## 3 Sonic Bangs

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

## 4 Agreements

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

## 5 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.

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

A person who is not a 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 exist or is available other than by virtue of this Act.

## 7 Rot

Any loss, destruction or damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

## 8 Defective Construction or Design

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

## 9 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:

- i 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;
- ii 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.

## 10 Wilful damage

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

## 11 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** will mean loss, destruction or damage caused by, or contributed to by, or 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.

## 12 Asbestos

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

- i the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- ii any obligation, request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, 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.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

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) thereof.

## General Conditions

### These apply to the whole policy:

#### 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** observing the terms and conditions of this Policy.

#### Change in 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 such as:

- a change of **Caravan**
- a change in **Your Home** or **Storage Address** **You** have given **Your Agent** which **We** have accepted;
- whether **You** or any member of **Your Family** be declared bankrupt or are convicted of any criminal offence.

#### Duty of Care

##### a) Items insured

**You** and **Your Family** must take steps to prevent and minimize any loss or damage to 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.

#### Fraud

If any claim is in any respect fraudulent or unfounded all benefits under the Policy will be forfeited.

## Claims

#### Your duties

In the event of a claim or possible claim under this Policy:

a) **You** or **Your Family** must:

- i without unnecessary delay advise the **Claims Administrator** on:  
Telephone: 0191 2588174  
Email: [claims@mbginsurance.com](mailto:claims@mbginsurance.com)
- ii if any item covered by this Policy is stolen, lost or maliciously damaged notify the police immediately;
- iii take steps to recover any lost or stolen item;
- iv forward to **Us** any letter, writ, summons or other legal document unanswered;
- v 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.

b) **You** or **Your Family** must not make any admission, offer or promise of any payment or negotiate in any way without **Our** written consent.

## Our Rights

**We** will be entitled to:

- i enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to **Us**;
- ii take over and conduct in **Your** name or the name of any member of **Your Family** the defence or settlement of any claim;
- iii take legal action in **Your** name or the name of any member of **Your Family** for **Our** own benefit against any other party in order to recover any payment **We** have made;
- iv have full discretion in the conduct of any proceedings and in the settlement of any claim.

## Limitation

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

- i the **Limit of Indemnity** less any amount(s) already paid; or
- ii 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.

## Other Insurance

If there is any other insurance covering the same loss, damage or liability **We** will not pay more than **Our** rateable share.

### **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 will be forfeited and the Policy cancelled by giving **You** 7 days' notice.

### **The Law Applicable to This Contract**

This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England. The language used in the Policy and any communications relating to it will be in English.

### **Consumer Insurance Act**

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Your Agent** of any changes to the answers **You** have given as soon as possible. Failure to advise **Your Agent** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

# Your Satisfaction

## Complaints Procedure

It is **Our** intention to give **You** the best possible service but if **You** do have any concerns about this Policy or the handling of a claim **You** should adhere to the following process:

If **Your** complaint is about **Your** Policy please contact **Your Agent**.

The Managing Director  
Frank Pickles (Insurance Brokers) Ltd  
33-35 Cross Green  
Otley LS21 1HD  
Tel: 01943 850123

If **Your** complaint is about any aspect of the service **You** have received from the **Underwriter** please contact:

The Compliance Officer  
Isle of Man Assurance Limited  
IOMA House  
Hope Street  
Douglas  
Isle of Man IM1 1AP  
Tel: 01624 681200  
Email: [info@iomagroup.co.im](mailto:info@iomagroup.co.im)

If it is not possible to reach an agreement with **Your Agent**, **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 10 staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman  
Service, Exchange Tower,  
Harbour Exchange  
Square, London,  
E14 9SR  
Tel: 0300 123 9123  
Email: [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

If **You** cannot settle **Your** complaint with the **Underwriter**, depending upon its nature, **You** may be able to refer it to the Financial Ombudsman Service in the UK as detailed above. If **Your** complaint does not fall within the remit of the Financial Ombudsman Service in the UK **You** may have a right of referral to the Isle of Man Ombudsman, the Isle of Man Financial Services Ombudsman Scheme at:

The Financial Services Ombudsman Scheme  
Isle of Man Office of Fair Trading  
Government Buildings  
Lord Street  
Douglas  
Isle of Man IM1 1LE  
Tel: 01624 686500  
Email: [ombudsman@iomoft.gov.im](mailto:ombudsman@iomoft.gov.im)

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

Isle of Man Assurance Limited is covered by the United Kingdom Financial Services Compensation Scheme (FSCS). Eligible holders of insurance policies issued by Isle of Man Assurance Limited who are resident in the UK may be protected by the FSCS if the Insurer should be unable to meet its liability to them. 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).

## Data Protection

The data supplied by **You** to **Us** will only be used for the purposes of processing **Your Policy**, including underwriting, administration and handling any claim which may arise. **Your** information will be processed by **Your Agent** in compliance with the provisions of the Data Protection Act 1998 and other applicable data protection legislation. All information held by **Us** will be treated as private and confidential in compliance with the provisions of applicable data protection legislation. **We** will use and disclose the information held about **You** in the course of arranging, placing and administering **Your** insurance. This may involve passing information about **You** to other insurers, other intermediaries and other third parties involved such as solicitors, loss adjusters, engineers, repairers, replacement companies etc. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. **We** may respond to enquiries by the Police concerning **Your Policy** in the normal course of their investigations and where it is necessary to administer **Your Policy** effectively or to protect **Your** interests.

**You** are entitled upon the payment of an administration fee to inspect the personal data which is held about **You** by **Us**. If **You** wish to make such an inspection please contact **Us**.

In the interests of security and to improve service, telephone calls **You** make to **Us** may be monitored and/or recorded.

## Claims & Underwriting Exchange Register (CUE)

**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.



This Touring Caravan Insurance is administered by Frank Pickles (Insurance Brokers) Ltd whose registered office is at  
33/35 Cross Green Otley West Yorkshire LS21 1HD and is registered in England No. 676453  
Underwritten by Isle of Man Assurance Limited,  
Registered in the Isle of Man No.003792C.  
Registered Office: IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP.  
Authorised by the Isle of Man Financial Services Authority.  
Regulated by the United Kingdom Financial Conduct Authority (No. 142307)  
Version Date: April 2017