

Policy Terms & Conditions

Touring Caravan Insurance

insurance for caravan owners



Rentguard Insurance

Thank you for choosing **Rentguard Insurance** to provide **your** Touring Caravan Insurance.

This is **your** policy booklet, setting out **your** insurance protection in detail. The policy booklet must be read together with the policy **certificate** and statement of facts as one document. It is an important document so **you** should keep it somewhere safe – **you** will need it if **you** need to make a claim.

Please read it carefully to make sure that it meets **your** requirements and that the details on the policy **certificate** and statement of facts are correct. **Your** premium and level of cover has been based upon the information shown in the policy **certificate** and recorded in **your** statement of facts, therefore it is important the information **we** have is correct to ensure cover is valid.

We will treat **your** policy as if it had not existed and keep any premium paid from the start date or the date that any changes were made to the policy (as the case may be) if **you**:

- Deliberately or recklessly gave **us** inaccurate or incomplete information;
- Did not take reasonable care to give **us** accurate and complete information, in circumstances where **we** would not have issued this policy to **you** at all.

In all other cases, if **you** fail to exercise reasonable care **we** may refuse to pay all or part of a claim. If **we** would have:

- Provided cover to **you** on different terms, had **you** provided **us** with accurate and complete information, then the policy will be treated as if it had contained such terms. In such circumstances, **we** will only pay a claim if it would have been covered by a policy containing such terms.
- Provided **you** with cover under this policy at a higher premium, the amount payable on any claim will be reduced proportionately, based on the amount of premium that **we** would have charged.

If **we** discover inaccuracies in any of the information **you** provided **us** with which would have made a difference to the premium charged, before any incident which might give rise to a claim has occurred, **we** may, at **our** discretion, offer **you** the option to pay the additional premium in return for **us** not reducing the amount payable on any future claims under the policy.

If after reading **your** policy booklet **you** have any questions, any details are incorrect or the policy does not provide the cover **you** need, then **you** must contact **your** insurance adviser immediately.

You are insured under this policy by Ageas Insurance Limited, registered in England at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA, registration number 354568.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202039.

You as the Insured, having agreed to pay the premium, the **underwriter** will indemnify the Insured as provided for in this policy document against loss, damage or liability occurring within the **geographical limits** during the period of the insurance and within the limits stated in the **certificate** or any subsequent endorsement thereto.

This policy document must be read in conjunction with the current **certificate** of insurance in the name of the Insured, and by itself does not constitute proof of valid insurance. Should a **certificate** not be attached to this policy document please contact **Rentguard Insurance** immediately.

Useful Telephone Numbers

How to make a claim

If **you** need to make a claim, please contact Ageas Insurance Limited straightaway by calling:
0370 241 2719

Please have **your** policy number to hand when calling. **Your** policy number appears on the top of **your** policy **certificate** and **your** statement of facts.

How to discuss your policy

If **you** have any questions, wish to discuss the policy in greater detail, make a change or report any inaccuracies within the documents, please call the customer services team on 0208 587 1060, or
Email: info@rentguard.co.uk, or

Write to

27 Great West Road,
Brentford, London,
TW8 9BW

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Definitions

Certain words in this policy wording have special meanings and to help **you** identify them, they appear in bold throughout the document. These meanings are given below:

Accidental Damage

Unexpected and unintended damage caused by something sudden and external.

Caravan

Any **caravan**, which is described in the **certificate** or any subsequent endorsement including its fixtures and fittings, and any equipment pertaining to the **caravan** or use of the **caravan** including refrigerators, gas bottles, water containers, steps, batteries, stabilisers, **wheel clamps**, awnings and the like or all which are **your** sole property.

CaSSOA

The Caravan Storage Site Owners' Association.

Certificate

The document **Rentguard Insurance** give **you** which makes the policy valid and shows **your** name, details of **your** address, the **caravan**, the sums insured, the **caravan storage address** and the policy number.

Contents

Articles of personal use or adornment, clothing, luggage and general household goods, including portable television sets whilst contained within the **caravan** and belonging to **you** or **your immediate family**.

Continent of Europe

Norway, Switzerland and any country which is a member of the European Union (excluding the **United Kingdom**).

Rentguard Insurance

Rentguard Insurance as administrators and arrangers of this policy.

Geographical Limits

United Kingdom and for no more than 30 days in any one period of insurance the **Continent of Europe**.

Home

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

Immediate Family

Spouse, common law or civil partner, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

The Intermediary

Home & Travel Limited, the Business Exchange, 26/28 Hammersmith Grove, London W6 7BA.

In Use

When **you** or **your immediate family** are using or visiting **your caravan** for holiday purposes or when the **caravan** is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from **you** using or visiting **your caravan** for holiday purposes provided the **caravan** is kept at **your home** during this 24 hour period.

Money

Cash, bank or currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers.

Period of Insurance

The period of time covered by the policy as shown in the policy **certificate**.

Permanent Residence

Any **caravan** not occupied by **you** for holiday purposes, but occupied by **you** or **your immediate family** as a main domestic residence whether temporary or permanent.

Storage Address

Your home or an address **you** have given **Rentguard Insurance** and which **we** have accepted and is shown in **your** policy **certificate**.

Unattended

When the **caravan** is **in use** and **you** have temporarily moved away from the **caravan**.

United Kingdom

England, Wales, Scotland, Northern Ireland, Channel islands and the Isle of Man.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

Underwriter/We/Us/Our

Ageas Insurance Limited.

You/Your/Policyholder

The person(s) named in the **certificate**.

Wheel Clamp

An item which locks onto a wheel to prevent the wheel from being turned or removed.

Policy Cover

Section 1

We will cover **you** against loss or damage to the **caravan** and its **contents** caused by an insured peril.

Insured perils

1. Fire, explosion, lightning and earthquake;
2. Storm or flood;
3. **Accidental damage** (not available for contents cover);
4. Malicious acts or vandalism;
5. Theft or attempted theft.

Excluding

- a. Theft of **contents** whilst outside the **caravan**.
- b. Theft of or loss or damage to **money, valuables**, firearms, wines, spirits and tobacco goods.
- c. Theft of or loss or damage to the **caravan** while the **caravan** is not **in use** unless it is kept at **your home** or at a **storage address** **you** have written and told **Rentguard Insurance** about and which **we** have accepted.
- d. Theft of or loss or damage to the **caravan** while **in use**, if left in communal parking areas, or on public roads or highways;
- e. Theft of **contents** unless there is evidence of forcible or violent entry or exit to or from the **caravan**.
- f. Theft of electronic or electrical equipment whilst left in the **caravan** when it is not **in use**.
- g. Accidental damage to **contents** and **valuables**.
- h. **We** will not pay for loss or damage to **caravan** generators or damage to the **caravan** resulting from using generators.

Additional Extensions

We will pay the extra costs of the following after loss or damage insured by this policy.

a. Emergency removal

If **your caravan** cannot be moved as a result of loss or damage while **in use**, **we** will pay the extra costs **you** have to pay to:

1. Recover the **caravan** from the scene of a road traffic accident;
2. Remove the **caravan** from the premises of a recovery company to the secure premises of a repairer **we** have agreed;
3. Re-deliver the **caravan** to **you** at **your home** or **storage address** as shown in the policy **certificate**.

b. Additional contents cover

When the **caravan** is **in use** only, as long as the sum insured is enough to cover the **contents**, **we** will cover outside furniture kept in an awning.

Section 2

Public liability

We will insure any amounts which **you** legally have to pay for causing accidental bodily injury, death or disease, accidental loss or damage to property arising out of **you** owning, possessing or using the **caravan** or the **contents** which happens within the **geographical limits**.

We will also insure defence costs **you** pay or agree to pay with **our** permission as well as the limit of liability for this section. **We** will cover **your** personal representatives entitled to cover under this section for any liability **you** or they may have. However **you** and they must keep to the terms, conditions and exclusions of this section.

We will also cover **you** for any legal liability as owner or occupier of the **caravan** to compensate others if, following an accident during the **period of insurance**, someone dies, is injured, falls ill or has their property damaged.

We will pay up to £2,000,000 in connection with any one incident.

Excluding

- a. **We** will not cover public liability arising directly or indirectly while **you** are towing the **caravan** (This cover should be provided by the towing vehicle's insurance. Please check **your** motor insurance and licence documents);
- b. **We** will not cover loss or damage to property **you** own or are looking after or if it is more specifically insured elsewhere.
- c. **We** will not pay if the liability that arises for death, injury or illness of **you** or **your immediate family**; loss of or damage to any property **you**, **your immediate family** or **your** domestic employees own or that **you** or they are responsible for.

Section 3

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote "**Rentguard Insurance Touring Caravan**".

For **our** joint protection telephone calls may be recorded and/or monitored.

TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable **Costs** regime, whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **you** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Definitions

Certain words in this policy wording have special meanings and to help **you** identify them, they appear in bold throughout the document. These meanings are given below:

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Caravan

The **caravan** insured under the policy to which this cover attaches.

Costs

Standard Advisers' Costs and **Adverse Costs**.

Conditional Fee Agreement

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Data Protection Legislation

The relevant **Data Protection Legislation** in force in the United Kingdom at the time of the **Insured Event**.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

Insured Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Insurer

AmTrust Europe Limited.

Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- The defence of criminal prosecutions to do with **Your** ownership of the **Caravan**.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance

Maximum Amount Payable

The maximum payable in respect of an **Insured Event** is £50,000.

Period of Insurance

One year from the inception or renewal date shown on **Your** insurance schedule.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using **Our** specialist panel solicitor or their agents.

Territorial Limits

United Kingdom, the Channel Islands and the Isle of Man.

We/Us/Our

Arc Legal Assistance Limited.

You/Your/Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance **adviser** and is the owner of the **Caravan** covered under the insurance to which this cover attaches. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

Cover

Contract Disputes

What is insured

Costs to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services and selling goods in connection with the **Caravan** including the purchase or sale of the **Caravan** or a dispute over the **Pitch**. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:

Claims

- a) Where the amount in dispute is below £250 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) Arising from a dispute with any government, public or local authority
- d) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**.

Personal Injury

What is insured

Costs to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is not insured:

Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **You**.

Uninsured Loss Recovery

What is insured

Costs to pursue a **Legal Action** for financial compensation for uninsured losses arising from a collision causing damage to the **Caravan** against those responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

Property Infringement

What is insured:

Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Caravan**.

What is not insured:

Claims

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of a contract **You** have entered into
- c) Directly or indirectly arising from:
 - i.) Subsidence meaning downward movement of the ground beneath the **Caravan** where the movement is unconnected with the weight of the **Caravan**
 - ii.) Heave meaning the upward or sideways movement of the site on which **Caravan** is situated caused by swelling of the ground
 - iii.) Land slip meaning downward movement of sloping ground
 - iv.) Mining or quarrying.

Criminal Prosecution

What is insured

You are covered for **Advisers' Costs** to defend **Proceedings** brought against **You** as a result of a prosecution in a court of criminal jurisdiction where **You** are charged for committing a criminal offence directly and solely arising from **Your** ownership or use of the **Caravan**.

What is not insured:

Claims

- Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility
- For costs where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- Following an allegation of violence or dishonesty
- For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order.

General Exclusions

1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between **You** and someone **You** live with or have lived with
- b) **Your** business trade or profession
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases.

4. 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 exists or is available other than by virtue of this Act

Conditions

1. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
 - i.) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:
 - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

7. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Customer Services Information

How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

General Data Protection Regulation

Your details and details of **Your** insurance cover and claims will be held by **Us** and or the Insurer for underwriting, processing, claims handling and fraud prevention subject to the provisions of **General Data Protection Regulation 2016/679**.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

General Conditions

1. **You** must keep to the terms and conditions of this policy.
2. It is a condition of this policy that whenever the **caravan** is left **unattended** and detached from the towing vehicle, **you** will make sure it cannot be moved by fitting a **wheel clamp** and a hitchlock. If left **unattended** while attached to the towing vehicle **you** must fit a **wheel clamp**.
3. **You** must take steps to prevent or reduce loss or damage to the **caravan** and **contents**.
4. **You** must maintain the **caravan** in a sound, roadworthy condition and keep it in good repair.
5. **You** must not leave awnings up and attached to the **caravan** unless it is **in use**.
6. **You** must write and tell **Rentguard Insurance** immediately of any changes in **your** circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If **you** do not, **your** policy may not be valid.
7. **We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and recover any money **we** have paid to **you** or **your** representative.
8. If **your caravan** is deemed beyond economical repair during the **period of insurance** of this policy, all cover will end from the date of the loss and **we** will take premiums **you** owe from any amount **we** pay as **your** claim.
9. It is a condition of this policy that a serial, VIN or chassis number is provided to **Rentguard Insurance** at inception of the policy for pre-1992 caravans. For post-1992 caravans **you** will need to provide **Rentguard Insurance** with the CRIS (Caravan Registration and Identification Scheme) number within fourteen days of the inception of the policy. Failure to do so will result in a claim not being paid.
10. This policy is governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).
11. The contractual terms and conditions and other information relating to this contract will be in the English language.

General Exclusions

We will not pay for loss or damage:

1. To tyres unless caused by an insured peril;
2. Resulting from road traffic accidents if the **caravan** is not roadworthy;
3. To generators or resulting from using generators;
4. Or any legal liability or bodily injury directly or indirectly caused by or arising from:
 - a. Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel;
 - b. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

We will not pay for loss or damage caused by:

1. Faulty workmanship, faulty design or using faulty materials;
2. Repairing, restoring, renovating, cleaning or dyeing;
3. Electrical or mechanical failure or breakdown;
4. Wear, tear or loss of value or any expense or costs that are indirectly caused by the insured peril;
5. Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
6. Water damage as a result of water leaking in through windows, doors, ventilators, body joints or seals;
7. Chewing, scratching, tearing or fouling by animals;
8. Deception, unless deception is used only to gain access or entry to the **caravan**;
9. Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
10. Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
11. **You** towing **your caravan** if **your caravan** weighs in excess of 100% of the towing vehicle's kerb weight.
12. **You** towing **your caravan** if **your** licence doesn't entitle **you** to.

We will not pay for:

1. The first £100 of each claim that occurs in the **United Kingdom**, or the first £250 of each and every claim that occurs whilst in the **Continent of Europe**.
2. More than £250 for any one single item insured under the **contents** section;
3. 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.
4. Loss or damage or legal liability directly or indirectly arising from the **caravan** being loaned to any person other than **you**;
5. Loss or damage or legal liability directly or indirectly arising from the **caravan** being leased or hired to any person;
6. Loss or damage if the **caravan** is being towed by anyone other than **you**, **your** spouse, or **your** common law partner who resides at **your permanent residence**.
7. Loss or damage if the **caravan** is being used as a **permanent residence**;
8. Loss or damage or legal liability occurring while the **caravan** is being used in connection with any trade, business or profession;
9. Loss or damage which happens before the start of this policy;
10. Loss or damage caused deliberately by **you**;
11. Loss or damage if **you** have not notified **Rentguard Insurance** of any changes to the storage location or security arrangements of the **caravan**.

Settling Claims

1. The Caravan

We will either pay the cost of repairing the **caravan** or, if the **caravan** is lost or damaged beyond economical repair, **we** may settle the claim as follows:

New For Old

If the **caravan** is **damaged** beyond economic repair and provided that:

- a) the **caravan** is less than 5 (five) years old at the start of the **period of insurance**; and
- b) the **sum insured** represents no less than 90% of the full new replacement cost of the **caravan we** will pay the cost of replacing the caravan with a brand new equivalent.

Market Value

If the **caravan** is **damaged** beyond economic repair and the caravan is either:

- a) equal to or more than 5 (five) years old at the start of the **period of insurance**; and/or
- b) the **sum insured** represents less than 90% the full new replacement cost of the **caravan we** will pay the cost of replacing the **caravan** with one of similar type having made a deduction for age, wear, tear and depreciation.

2. The contents

We will pay the cost of repairing damaged items or:

- a. Pay the cost of replacing lost or damaged items by items of similar quality;
- b. Replace lost or damaged items with items of similar quality.

We may take off an amount for wear, tear, and loss in value.

If **you** make a claim and **we** discover that **you** did not have enough cover, there are a number of different ways that **we** can handle **your** case.

If **we** decide that **we** would not have offered **you** insurance if **you** had given **us** accurate information when **you** bought **your** policy, **we** won't be able to pay any of **your** claim.

In most cases, however, **we** will pay some of **your** claim. To work out how much **we** will pay, **we** will calculate what **we** would have charged to offer **you** the level of cover that **you** would have needed to insure **your caravan** or **contents**. **We** then work out what percentage of this new premium **you** actually paid, and this will be the percentage of **your** claim that **we** pay.

Claims Procedure and Conditions

If **you** wish to make a claim, **you** may either contact **Rentguard Insurance**, who will notify **us** of **your** claim, or **us**.

Telephone: 0370 241 2719
Address: Ageas Insurance Limited
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY

When submitting a claim form **you** must give **your** policy number. When **you** become aware of an event which is likely to result in a claim under this policy:

1. **You must:**

- a. Provide in writing full details of injury or loss or damage as soon as possible and in any event within:
 - Seven (7) days if caused by riot or civil commotion; or
 - Thirty (30) days if from any other cause.
- b. Tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **us** get back and identify the property;
- c. Immediately send **us** every letter, claim, writ or summons without answering them;
- d. Supply at **your** own expense, all reports, certificates, plans, specifications, quantities information and help **we** ask for;
- e. Give **us** all information and evidence, including written estimates and proof of ownership and value that **we** ask for. **You** must pay any costs involved in doing this.

2. **You must not:**

- a. Leave any property for **us** to deal with;
- b. Dispose of any damaged items until **we** have had the chance to inspect them;
- c. Repair any damaged items until **we** have had the chance to inspect them;
- d. Admit liability or promise to make a payment without **our** permission.

3. **We may do the following:**

- a. Keep the insured property and deal with the disposal of the salvage accordingly;
- b. Negotiate, defend or settle (in **your** name and on **your** behalf) any claim made against **you**;
- c. Prosecute (in **your** name for **our** own benefit), any other person in respect of any amount **we** have paid or must pay;
- d. Appoint a loss adjuster to deal with the claim;
- e. Arrange to repair the damage to the insured property.

4. **You may do the following:**

Carry out temporary emergency repairs to make good the **caravan** following damage caused by an insured peril. This is limited to the following without prejudicing **your** position:

- a. Necessary boarding up following damage to windows, doors, fan lights and skylights to make the **caravan** secure.
- b. **Our** acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.

5. **Our rights:**

- a. **We** may take, or ask **you** to take, any action necessary to get back, from anyone else, any costs **we** have to pay under this policy. **We** may do this before or after **we** pay **your** claim;
- b. **We** may take over the defence or settlement of a claim against **you** by another person.

6. **Contribution - other insurances**

If **you** have any other insurance policies which cover the same loss, damage or liability as this policy, **we** will pay only **our** share of the claim.

Cancellations

You have 14 days from the start of **your** policy, or from the day **you** receive **your** documents, to decide if this product meets **your** needs. If **you** choose to cancel this policy within this period, and no claim has been made, **we** will refund **your** full premium. If **you** have made a claim no refund will be paid. Cancellations made after 14 days of the start date will be subject to cancellation fee **We** will also retain a pro-rata premium for time on cover. Please note any administration fees charged for policy set up are non-refundable if cancelled after the 14 days cooling off period.

We or anyone **we** authorise have the right to cancel this policy at any time by sending **you** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send the notice to the last known address **we** have for **you** and **we** will set out the reason for cancellation in **our** letter. Valid reasons may include but are not limited to:

- Changes to the information detailed on **your** statement of facts which may result in the risk no longer being acceptable to **us**.
- Where **we** suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means **we** no longer wish to provide cover.

Complaints Procedure

Should there ever be an occasion where **you** need to complain, **we** will do **our** best to address this as quickly and fairly as possible.

We will try to resolve **your** complaint as quickly as **we** can. If **we** can't, then **we** will:

- Write to **you** to acknowledge **your** complaint
- Let **you** know when **you** can expect a full response
- Let **you** know who is dealing with the matter

In most instance, **we** will be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **you** have a complaint about **your** claim, please telephone **us** on the number shown in **your** claims documents. Alternatively **you** can write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/complaints.

Please tell **us** **your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

Telephone: 0370 241 2719

Address: Ageas Insurance Limited

1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** insurance agent to report **your** complaint.

Rentguard Insurance knows that sometimes things can go wrong. **Rentguard Insurance** number one priority is to provide **you** with the highest level of customer service. If there's a problem please let **Rentguard Insurance** know and they will try to provide a solution as quickly as possible.

As soon as **you** contact **Rentguard Insurance** about a complaint they will:

- Try to deal with **your** complaint within 72 hours.
- If this isn't possible, **Rentguard Insurance** will send **you** a letter within five working days confirming who will be handling **your** complaint.
- After investigating **your** complaint **Rentguard Insurance** will respond, as quickly as possible and if no decision has been reached they will update **you** on progress after 4 and 8 weeks.

If **you** are unhappy with any element of **Rentguard Insurance** service concerning the sale and administration of **your** policy, please contact:

Rentguard Insurance
27 Great West Road
Brentford
London
TW8 9BW

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service if **you** are not satisfied with **our** final response, or if **we** have not issued **our** final response within 8 weeks from **you** first raising the complaint. The Financial Ombudsman Service is an independent organisation and will review **your** case.

You must take **your** complaint onto the Financial Ombudsman Service within six months of the date of **our** response. Please note that if **you** don't refer **your** complaint within the six months, the Financial Ombudsman Service won't have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.

Their address is:

Financial Ombudsman Service, Exchange Tower, London. E14 9SR and the Email address is complaint.info@financial-ombudsman.org.uk

You can visit the Financial Ombudsman Service website at www.financial-ombudsman.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the actions mentioned above, it will not affect **your** right to take legal action.

Prudential Regulation Authority & Financial Conduct Authority

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202039. **You** can check the Financial Conduct Authority website at www.fca.org.uk, which include a register of all the firms they regulate. Or **you** can phone them on **0800 111 6768**.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0800 678 1100** or **0207 741 4100**.

Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share and store **your** information. For **our** full Privacy Policy please visit **our** website www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing thedpo@ageas.co.uk.

Your insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance advisor if **you** would like more information about how they use **your** personal information.

Collecting your information

We collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information) such as details regarding **your** health.

We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

We will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

Sharing your information

We share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

Keeping your information

We will only keep **your** information for as long as necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full privacy Policy for more information.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of your personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

Text for Notice to Policyholders

We have updated **our** Privacy Policy to incorporate changes in the way **we** collect, store and process **your** data and who **we** may share this with. Please refer to the Privacy Notice in your policy wording. For **our** full Privacy Policy please visit **our** website **www.ageas.co.uk/privacy-policy** or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk.

Text for Proposal Forms, Questionnaires

For details of how **we** collect, use and store **your** personal data – please refer to the Privacy Notice in **your** policy wording. For **our** full Privacy Policy please visit **our** website **www.ageas.co.uk/privacy-policy** or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk.

Rentguard Insurance is specifically designed to meet the growing demands of landlords and tenants in the residential & commercial lettings market.

Ask about our full range of **Rentguard** products & services:

**RESIDENTIAL LANDLORD INSURANCE
OWNER OCCUPIER INSURANCE
BUILDINGS & CONTENTS INSURANCE
COMMERCIAL PROPERTY INSURANCE**

**TENANTS CONTENTS INSURANCE
TENANT REFERENCING SERVICES
LEGAL EXPENSES & RENT GUARANTEE
REFERENCE PLUS**

Rentguard Insurance

27 Great West Road
Brentford, London
TW8 9BW

Telephone: 0208 587 1060

Fax: 0208 587 1061

RENTGUARD
INSURANCE



Rentguard is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.

Underwritten by Ageas Insurance Limited who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority.