



Tourer Select EU Caravan Insurance Policy

In Association with



Ptarmigan
Underwriting UK

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Welcome to Your Tourer Select Caravan Insurance Policy

Your insurers

Thank **You** for choosing this Touring Caravan Insurance, arranged and administered by MyInsurance with Ptarmigan Underwriting UK on behalf of: China Taiping Insurance (UK) Company Ltd, Registered in England No. 1766035. Registered Office: 2 Finch Lane, London, EC3V 3NA.

MyInsurance is a trading name of e-Insurance Trading Ltd and Ptarmigan Underwriting UK is a trading name of Stackhouse Poland Ltd, both companies are authorised and regulated by the Financial Conduct Authority.

China Taiping Insurance (UK) Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling the FCA on 0800 111 6768.

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 Cover** 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 United Kingdom except where **We** say otherwise.

Cancellation

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **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.

Thereafter **You** may cancel the insurance cover at any time by informing **Your Intermediary**. 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 the insurance.

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms 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 showing on the insurance.

For and on behalf of Ptarmigan Underwriting UK.

Lee Glynn
Underwriting 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 e-Insurance Trading Ltd t/a My Caravan Insurance on 01428 600001.

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 Sums Insured** at any time by contacting **Your Agent** on 01428 600001.

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** be declared bankrupt or are convicted of any criminal offence.

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: **0207 839 1888** Out of hours: 020 7621 6777

Alternatively **You** can E-mail: newclaims@uk.cntaiping.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 Department** 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 Department** without delay. Do not attempt to negotiate any claim without **Our** written consent.

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 and permanent fixtures and fittings.

Caravan Contents

Standard caravanning equipment, **Personal Effects**, **Clothing & Luggage**, **Audio and Visual Equipment & Sports Equipment** owned by **You** or **Your Family** whilst in the **Caravan**, or **Close Proximity**.

Close Proximity

Close proximity is within 2 metres of the **Caravan**.

Collections

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

Credit Cards

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

Excess

The first part of any claim which **You** must pay.

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 in the **Policy Schedule**.

Period of Cover

The period between the start date and end date stated on the **Policy Schedule** not to exceed 12 months.

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 Definitions Continued

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

Policy Schedule

Confirmation of cover, showing details of the **Period of Cover**, **Caravan Insured**, limits of indemnity, **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 storage address shown in the **Policy Schedule** or **Your Home** address.

Territorial Limits

The United Kingdom, Northern Ireland, Channel Islands and Isle of Man. Cover is extended to include the Continent of Europe which includes the Republic of Ireland for up to 90 days if shown on **Your Policy Schedule**.

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 and portable audio, computer equipment and gaming consoles.

We/Us/Our

Ptarmigan Underwriting UK on behalf of China Taiping Insurance (UK) Company Ltd.

Works of Art

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

Your Agent

e-Insurance Trading Ltd t/a MyInsurance

Your Family

Your spouse, 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.

Section 1 - Caravan & Caravan Contents

What is covered

We will insure You for loss or damage as a result of **Accidental Damage**, fire, explosion, lightning and earthquake, theft, malicious acts or vandalism, storm or flood to:

- i the **Caravan** stated in the **Policy Schedule**;
- ii **Caravan Contents** whilst in the **Caravan** or the towing vehicle up to the **Sum Insured** shown in the **Policy Schedule**.

What is NOT covered

- the amount of the **Excess** shown in the **Policy Schedule**;
- in the event of theft unless a hitch lock or wheel clamp or axle lock device is fitted when the **Caravan** is detached;
- **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:
 - i. whilst the **Caravan** is **Unattended** for more than 24 hours or
 - ii. if not attached securely to the **Caravan**
- Loss or damage caused by domestic pets.
- Resulting from road traffic accidents if the **Caravan** is not road worthy.
- 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 manufacturers 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** exceeding £300
- contact or corneal lenses;
- **Valuables, Personal Money, Credit Cards, Collections, Works of Art;**
- loss or damage caused:
 - i by riot, civil commotion or strikes outside United Kingdom, the Channel Islands or the Isle of Man;
 - 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 **Caravan Contents** whilst not in the **Caravan** or towing vehicle
 - vii by theft of any **Caravan Contents** whilst in the **Caravan** unless 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;
 - x **Caravans** that are home-made, custom built or modified from manufacturer's standard build.

<p>Extensions</p> <p>What is covered</p> <p>This Section also insures You for:</p> <p>A Additional Costs</p> <p>Following loss or damage to the Caravan, We will pay the costs of:</p> <p>i its protection and removal to the nearest competent repairers and return to Your Home or the Caravan's usual Storage Address, detailed on Your Policy Schedule and approved by Us.</p> <p>(This section is only applicable if shown on Your Policy Schedule)</p> <p>ii if the Caravan is damaged outside the United Kingdom and cannot be economically repaired before You intend to return Home, We will pay the cost of:</p> <p>a) removing the Caravan to the port of embarkation;</p> <p>b) any additional freight charges from that port to the United Kingdom;</p> <p>c) returning the Caravan from the United Kingdom port to Your Home;</p> <p>d) any customs duty You have to pay on the Caravan following temporary importation into any country in the Continent of Europe.</p> <p>e) If it cannot be repaired, We are entitled to deal with the salvage, but this does not mean that property can be abandoned to Us.</p>	<p>What is NOT covered</p> <p>Your policy will not pay:</p> <ul style="list-style-type: none"> • while the Caravan is being used as a permanent residence or for any trade, business or profession; • in the event of theft unless a hitch lock or wheel clamp or axle lock device is fitted when the Caravan is detached; • 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. • Loss or damage to awnings and tents caused by weather conditions: <ul style="list-style-type: none"> i. whilst the Caravan is Unattended for more than 24 hours or ii. if not attached securely to the Caravan • the loss of any customs deposit as a consequence of any wilful act by You.
<p>B Alternative Accommodation</p> <p>Additional payments while the Caravan is being used by You or Your Family for touring or holiday purposes for hiring another equivalent Caravan or other alternative accommodation for a maximum of 15 days in any one Period of Cover if the Caravan becomes uninhabitable as a result of loss or damage that is covered by this policy.</p>	<p>What is NOT covered</p> <p>any amount exceeding £75 per day.</p>
<p>C Driver Illness (UK)</p> <p>If whilst towing the Caravan in the United Kingdom the driver becomes too ill to drive and no other passenger is able to drive, We will pay the cost of standard rail fare for the driver to return Home.</p> <p>We will also pay the cost of returning Your Caravan to the Storage Address and tow car to Your Home address.</p>	<p>What is NOT covered</p> <ul style="list-style-type: none"> • the cost of fuel for returning Your Caravan and tow car • the cost of repairing the tow car or Caravan if they break down on return to Your Caravan Storage Address or Home address • the cost of returning any other passenger • any amount exceeding £250.

Specific Conditions

Claims Settlement

Following loss or damage **We** will pay the cost of repair or replacement without deduction for wear and tear or depreciation except where:

- a) any item of linen or **Clothing** is over 2 years old;
- b) the **Sum Insured** is less than the total cost of replacement as new;
- c) the **Caravan** is older than 10 years from new at inception or renewal of the policy
- d) the **Caravan** is no longer produced in which case **We** may replace the **Caravan** with an equivalent specification model

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 or wheel clamp 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.

When **You** or **Your Family** are not using the **Caravan** for holiday purposes the **Caravan** must only be stored at the **Storage Address** notified to **Your Agent** and approved by **Us**. If the **Caravan** is **Unattended** **You** must ensure it cannot be moved by the fitting of a hitch lock or wheel clamp or axle lock.

Total Loss Procedure

Should the **Caravan** be subject to a total loss claim, the policy will be cancelled from the date of the loss, without a refund of premium.

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

Section 3 – Personal Accident

(Only applicable if shown on Your Policy Schedule)

What is covered

If **You** or **Your Family** suffers accidental injury while

- a) inside the **Caravan**, or
- b) in **Close Proximity** of the **Caravan** whilst it is being worked upon

which causes death within 12 months of its occurrence **We** will pay up to £10,000 to the deceased's legal personal representative(s).

What is NOT covered

- anyone aged under 16 or over 75 years old at the time of the accident
- death or bodily injury caused by **You** or **Your Family** committing suicide or attempting to commit suicide
- death or bodily injury caused to anyone under the influence of alcohol or drugs at the time of the incident causing death or bodily injury.
- any claim arising directly or indirectly from the contracting of a disease or illness
- any claim arising directly or indirectly from the injection or ingestion of any substance
- any claim arising from any event, which exacerbates a previously existing bodily injury.

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 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 Cover** provided by this policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.

6 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.

7 Wilful damage

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

8 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 the use or the threat of use of any chemical, biological or biochemical weapon, or any nuclear device or radioactive substance by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

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 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 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 Department on:
Telephone: **0207 839 1888**
e-mail: **newclaims@uk.cntaiping.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 at 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:

- i 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.

Cancellation

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms 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 showing on the insurance.

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** 14 days notice.

The Law Applicable to This contract

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 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.

Sanctions

We shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **Us** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

Your Satisfaction

Complaints Procedure

We always strive to provide an excellent service to all **Our** customers, and are proud of **Our** fair and efficient service. However, **We** do recognise that occasionally things can go wrong and would prefer to know about such issues, in order that **We** may address them accordingly.

Therefore, should **You** feel that **Our** service has fallen below the standard **You** would normally expect, then please let **us** know. **Your** complaint, which may be made orally, or in writing, and on **Your** behalf by a third party with **Your** permission, will be dealt with swiftly and effectively. In order to make a complaint, In the first instance **You** should contact:-

Your Agent at:

The Managing Director
MyInsurance
Stronsay House
Tilford Road
Hindhead
Surrey
GU26 6UG
Tel: **01428 600001**

If **Your** complaint about **Your** policy cannot be resolved by the end of the next working day, **Your Agent** will pass it to:

The Compliance Department
Mr X B Zhang (Deputy General Manager)
China Taiping Insurance (UK) Co Limited,
2 Finch Lane,
London EC3V 3NA
Tel: 0207 839 1888; Fax: 0207 621 1202;
E-mail: compliance@uk.cntaiping.com

Your complaint will be acknowledged within five business days, and **We** will advise **You** of the person who will be dealing with the complaint, and when **You** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address **Your** complaint and explain the results of the investigation.

If **Your** complaint should be more appropriately dealt with by another firm, **We** will ensure it is referred to them as soon as practicable, and certainly no later than five business days of becoming satisfied that another firm is, or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **You** by way of a final response that the referral has been made, and include the other firm's contact details.

Your complaint will be thoroughly investigated and **We** will respond to it as soon as possible. Within twenty business days **We** will provide a detailed response to **Your** complaint in writing or, if it is not possible to respond within that time, **We** will inform you in writing within twenty business days, why **We** have been unable to resolve the complaint within that time, why **We** need more time to do so and when **You** can expect to receive **Our** final response.

If **We** have not completed our investigation, within eight weeks after the complaint was made, **We** will write to **You** and explain why there is a further delay.

In all correspondence please state that **Your** insurance is provided by Ptmargan Underwriting UK and quote **Your** policy number.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than 10 staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.

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

China Taiping Insurance (UK) Co Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

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.

Privacy and Your Personal Information

1. Personal Data Obtained and Collected

For the purposes set out in this notice, information including personal information detailed below relating to you ("**Personal Data**") will be collected and processed by China Taiping Insurance (UK) Co Limited and/or on its behalf by its third party service providers.

Definition of Personal Data

Including but not limited to: Your name, address, civil status, occupation, date of birth, contact details, credit history, criminal convictions, CCJs, details of previous bankruptcy(ies) or insolvency(ies), previous insurance claims details, bank details, current and previous employment details (including directorships), ELTO reference, health details including medical reports, our medical claims history and details of physical and psychological health or medical conditions. Each time you visit our website, we may automatically collect Technical information including IP address.

The controller of this **Personal Data** is China Taiping Insurance (UK) Co Limited of 2 Finch Lane, London, EC3V 3NA ("**China Taiping Insurance**", "**CTI**", "**we**" and "**us**"). If you have any query, please contact compliance@uk.cntaiping.com.

We process your **Personal Data** in accordance with this Privacy Policy also available on <http://uk.cntaiping.com/uk-privacy> and a copy of which can be provided to you on request.

2. How and Why We Process Your Personal Data

The following tables detail how ("**Legal Basis**") and why ("**Purposes**") we process your **Personal Data**. These tables also detail the third party service providers with whom we share your **Personal Data** ("**Recipients**") and the period that your **Personal Data** will be stored ("**Retention**"). We encourage you to read this section.

Purposes

We obtain, collect and process your Personal Data to perform your contact and in particular:

- Check if you are eligible to be insured under the product chosen
- Consider acceptability of the risk you present to us
- Underwrite and assess the risk in order to offer you a quotation
- Process your premium payment
- Evaluate the risk presented through surveys where relevant
- Process your claims and/or third parties claims under your policy
- Investigate claims directly or, where relevant, through appointed loss adjusters or forensic engineers
- Regulatory reporting and legal obligations
- To notify you about changes to the product chosen
- To redistribute risk by means of reinsurance and co-insurance
- For automated decision making (including profiling) where we need to process your Personal Data you provide us with in order to underwrite your insurance and/or process your claim.

Legal Basis

It is necessary to process this Personal Data in order to:

- Enter and perform our insurance contract with you as well as to allow us to process a claim accordingly
- Compliance with a legal obligation to which you are subject
- Where the processing of your personal data is necessary for the public interest or in the exercise of official authority of us

Recipients

Personal Data will be disclosed for these purposes to our third-party service providers or regulators. These Recipients may include:

- Credit check companies
- Surveyors
- Solicitors
- Loss Adjusters and/ or Forensic Engineers
- Fire brigade Authority or Police
- Claims handling companies
- Insurance intermediaries/brokers
- Banks
- Reinsurers and other insurance companies
- Fraud, Money Laundering and Terrorist Financing prevention and detection
- CUE (Claims Exchange Underwriting)
- Regulatory and Government Bodies (ELTO, HMT, MID, FCA, PRA, Ombudsman etc.)
- Approved repairers and garages

Retention

We will retain your Personal Data for as long as your insurance policy is valid with us and for 15 years after.

IMPORTANT

- We may for some of our products carry out automated decision making (including profiling) to process your personal data in order to underwrite and price your insurance online and/or process your claim. We take care to ensure our profiling is fair, transparent and limited in purpose.
- In the event that you do not wish to provide us with your Personal Data for all of the above Purposes, we will not be able to process your application and/or offer you an insurance policy.
- If at any point in the future we need to amend this policy, every effort will be made to make you aware and our website will always have the latest version.

3. Cross-Border Transfers of Your Personal Data

We, and certain Recipients (our third party service providers) who process your Personal Data on our behalf may transfer your Personal Data outside the [European Economic Area ("EEA")] to a country that does not provide an adequate level of protection to your Personal Data. Where such transfers occur, we ensure that: a) they do not occur without our prior written authority; and b) that an appropriate transfer agreement is put in place to protect your Personal Data. If you would like to find out more about any such transfers, please contact our Compliance officer.

4. Your Acknowledgment of this Notice and Your Rights

You have rights which allow you to address any concerns or queries with us regarding our processing of your Personal Data:

Right to Object to Processing

In certain circumstances, you have a right to object to our processing of your Personal Data where we process it on the legal basis of: a) our legitimate business interest, including profiling based on our legitimate business interests; or b) your consent to marketing. We may not be able to comply with such a request where we can demonstrate that there are compelling legitimate grounds for us to process your Personal Data which override your interests, rights and freedoms or where the processing of your Personal Data is required for compliance with a legal obligation or in connection with legal proceedings.

Right to Withdraw Consent

You have a right to withdraw your consent, at any time, to our processing of your Personal Data which is based on your consent. Where you exercise this right, our processing of your Personal Data prior to your withdrawal of consent will remain valid.

Right of Access

You have the right to access and obtain a copy of the Personal Data that we hold about you. We will only charge you for making such an access request where we feel your request is unjustified or excessive.

Right to Rectification

You have the right to request that we correct any inaccuracies in the Personal Data stored about you.

Right to Erasure

In certain circumstances, you have the right to request that we erase your Personal Data. For example, you may exercise this right in the following circumstances:

- your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by us;
- where you withdraw consent and no other legal ground permits the processing;
- where you object to the processing and there are no overriding legitimate grounds for the processing;
- your Personal Data have been unlawfully processed; or
- your Personal Data must be erased for compliance with a legal obligation.

Where we store your Personal Data for statistical purposes, we may not be able to comply with such a request where it would likely impair such statistical purposes or where we require your Personal Data for compliance with a legal obligation or in connection with legal proceedings.

Right to Restriction

You have the right to restrict our processing of your Personal Data where any of the following circumstances apply:

- where you feel that the Personal Data which we hold about you are not accurate. This restriction will be in place for a period to enable us to verify the accuracy of your Personal Data;
- where the processing is unlawful and you do not want your Personal Data be erased and request the restriction of its use instead;

- where we no longer need to process your Personal Data (e.g. any of the Purposes outlined above have been completed or expire), but we require it in connection with legal proceedings;
- where you have objected to our processing of your Personal Data pending the verification of whether or not our legitimate business interests override your interests, rights and freedoms.

Where you exercise your right to restrict our processing of your Personal Data, we will only continue to process it with your consent or in connection with legal proceedings or for the protection of the rights of other people or for reasons of important public interest.

Right to Data Portability

You have a right to receive and transfer the Personal Data that you provide to us in a structured, commonly used and machine readable format where we process your Personal Data on the legal basis of: a) your consent; or b) where it is necessary to perform our contract with you. Where you make such a request, we will directly transfer your Personal Data on your behalf to another controller of your choice (where it is feasible for us to do so).

Right to Object to Automated Decision-Making, Including Profiling

You have a right not to be subjected to decisions based solely on automated decision-making, including profiling, which produce legal effects concerning you or similarly significantly affects you. We may not be able to comply with such a request where we rely on the legal basis of: a) your explicit consent; or b) where it is necessary to enter and perform our contract with you (as detailed in section 2 above). You will however be entitled to have a person from our company review the decision so that you can query it and set out your point of view and circumstances to us.

If you would like to exercise any of your rights detailed above, please contact compliance@uk.cntaiping.com. You may raise any concerns about China Taiping Insurance’s processing of your Personal Data with the Information Commissioner Office on <https://ico.org.uk>.

5 Changes to this Notice

We may amend this notice on occasion, in whole or part, at our sole discretion. Any changes to this notice will be effective immediately upon sending the revised notice to you by e-mail or post.

If at any time we decide to use your Personal Data in a manner significantly different from that stated in this notice, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail or post and you will have a choice as to whether or not we use your information in the new manner. If you have questions or concerns about this notice, please contact compliance@uk.cntaiping.com.

Arranged and administered by MyInsurance with Ptarmigan Underwriting UK on behalf of: China Taiping Insurance (UK) Company Ltd, Registered in England No. 1766035. Registered Office: 2 Finch Lane, London, EC3V 3NA

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