



## **Cherished UK Static Caravan Insurance Policy**

In Association with



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## Welcome to Your Cherished UK Static Caravan Insurance Policy

### Your insurers

Thank **You** for choosing this Static 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](http://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 Insurance** for which **You** have paid or agreed to pay and **We** have accepted the premium.

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

### Cancellation

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Your Intermediary** 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 Intermediary** 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 30 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 **Your Intermediary** 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, Caravan Contents and Personal Effects**.

If **Your Sum Insured** does not represent the full value 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 Intermediary** on 01428 600001.

## Changes in Your Circumstances

It is important that **You** keep **Your Intermediary** advised of any change in **Your** circumstances. **Your** policy has been based on the information **You** have given **Your Intermediary** in the proposal and **You** must advise **Your Intermediary** immediately of changes such as:

- a change of **Caravan**;
- a change in **Your Home** or **Storage Address** **You** have given **Your Intermediary**, 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](mailto: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 and Personal Effects** 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 Intermediary 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.

## Caravan

Any static caravan/holiday home which is described in the schedule or a subsequent endorsement including its fixtures and fittings and equipment including refrigerators, microwaves, cookers, gas bottles, awnings, steps, balconies, batteries, generators and the like all of which are your sole property.

## Contents and Personal Effects

Articles of personal use, clothing, luggage and general household goods while contained within the static caravan/holiday home and belonging to **You** or **Your Family**.

## Excess

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

## 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.

## Insured/You/Your

The person or persons named in the **Policy Schedule**.

## Intermediary

e-Insurance Trading Ltd t/a MyInsurance, Heatherlands House, Headley Road, Hindhead, Surrey GU26 6TN

## Period of Insurance

The period this insurance is in force as described in the **Policy Schedule** and for which **We** have accepted the premium.

## Policy Schedule

Confirmation of cover, showing details of the **Period of Cover**, **Caravan Insured**, limits of indemnity, **Your** details and **Premium**.

## Premium

The amount shown in the **Policy Schedule** as the Total Premium.

## Risk Address

The risk address shown in the **Policy Schedule**.

## Sum Insured

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

## Territorial Limits

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

## We/Us/Our

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

## Section A – Caravan, Caravan Contents and Personal Effects

<p><b>What is covered</b></p> <p><b>We</b> will pay for loss or damage caused by <b>Accidental Damage</b>, Fire, Theft, Vandalism, Storm or Flood as shown in the <b>Policy Schedule</b> within the <b>Territorial Limits</b> to:</p> <p>(1) the <b>Caravan</b> stated in the <b>Policy Schedule</b>;</p> <p>(2) the <b>Contents and Personal Effects</b></p>	<p><b>What is NOT covered</b></p> <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• For the period 1st November to 31st March inclusive when the <b>Caravan</b> is left unoccupied up to 48 hours <b>We</b> will not pay for the first £500 of any one loss or damage caused by escape of water. Where the <b>Caravan</b> is unoccupied for more than 48 hours between 1st November to 31st March inclusive, <b>We</b> will only pay for loss or damage caused by escape of water where the main water system is turned off by means of a stopcock at the first available point of entry of the water supply to the <b>Caravan</b> and all fixed water tanks and pipes are drained.</li> <li>• Loss or damage to money of any kind, credit or charge cards or business books or documents of any kind.</li> <li>• Loss or damage to watches; jewellery; furs; articles of gold, silver or other precious metals; china; glass; porcelain; pictures; works of art; antiques; stamp, medal and coin collections; contact lenses; spectacles; items of sports equipment value £50 or over; video or photographic equipment; computer software; binoculars; telescopes; camcorders; mobile telephones; motor driven vehicles of any kind or their accessories; cycles or waterborne craft of any description.</li> <li>• Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rodent, rot, water leakage or any gradually operating process.</li> <li>• Mechanical or electrical breakdown, failure or damage.</li> <li>• Theft from the <b>Caravan</b> or adjacent locked storage unit unless forcible or violent means are used to gain entry.</li> <li>• Theft or accidental loss from awnings or toilet tents.</li> <li>• Loss or damage in circumstances where a claim for damage results in the <b>Caravan</b> needing new parts or accessories which are found to be obsolete or unobtainable. <b>Our</b> liability will be limited to the last known list price of the part or accessory required, together with the appropriate fitting charge.</li> <li>• Any theft or loss arising from deception, financial loss, or the use of stolen, forged or invalid cheques, drafts, bank notes and the like.</li> <li>• In excess of £1,500 in total in any one insurance year in respect of television sets, video and DVD recorders, computers, digital boxes, games consoles, music centres, radios and personal media players.</li> <li>• In excess of £250 in total in any one insurance year in respect of discs, tapes, compact discs, videos, DVDs and electronic games.</li> </ul>
<p><b>Extensions to Section A</b></p>	
<p>This Section also insures <b>You</b> for:</p> <p><b>1 Additional Costs</b></p> <p>Following loss or damage to the <b>Caravan</b>, <b>We</b> will pay the costs of:</p> <ul style="list-style-type: none"> <li>• Protection and removal to the nearest repairers if necessary</li> <li>• Delivery after repair to the <b>Risk Address</b></li> <li>• The disconnection and re-connection of services when the <b>Caravan</b> is removed for repair, where the <b>Caravan</b> is connected to services</li> <li>• Site clearance for which <b>You</b> are responsible</li> <li>• Repair to gas, water pipes, drains, sewage, telephone and electricity cables from the <b>Caravan</b> to the mains for which <b>You</b> are responsible</li> </ul> <p>up to a limit of £2,500 any one loss.</p> <p><b>2 Locked Storage Units</b></p> <p>(a) When the <b>Risk Address</b> site is open this insurance is extended to include the <b>Caravan</b> equipment and <b>Contents and Personal Effects</b> while contained in an adjacent locked storage unit up to a limit of £250 in respect of any single article and £500 in total.</p> <p>(b) In the event of the said storage unit is damaged beyond economic repair caused by any accidental damage, fire, theft or vandalism, <b>We</b> will pay the cost of replacement of the storage unit up to a limit of £500 any one claim.</p>	<p><b>Your</b> policy will not pay:</p> <p>(a) Excluding loss or damage caused by flood</p>

<p><b>3 Loss of Use and Hiring Charges</b></p> <p>If the <b>Caravan</b> is rendered uninhabitable by loss or damage for which a claim is payable under Section A, <b>We</b> will pay:</p> <p>(a) The necessary cost incurred for alternative accommodation or the hire of a similar <b>Caravan</b> but only if the loss or damage occurs after holiday arrangements have been made or while the <b>Caravan</b> is being used for holiday purposes</p> <p>(b) For the loss of hiring charges for bookings accepted prior to the loss or damage but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid. up to a limit of £50 per day and £1,500 in total.</p> <p>If the entire <b>Risk Address</b> site is forced to close as a result of fire, storm and/or flood at any time when it would normally be open <b>We</b> will pay a proportionate part of the ground rent for that period when the site is closed but would normally have been open up to a limit of £1,500.</p> <p><b>4 Freezer Contents</b></p> <p><b>This section only applies if specified in the schedule</b></p> <p><b>We</b> will pay for, subject to a limit of £250, the contents of frozen food cabinet(s) or domestic refrigerator(s), against deterioration or putrefaction due to a change in temperature following:</p> <p>(a) Breakdown of the refrigeration machinery</p> <p>(b) Failure of the public electricity or gas supply</p> <p>(c) The action of refrigerant fumes escaping from the equipment, or</p> <p>(d) The blowing of domestic fuses.</p> <p><b>5 Loss of Keys</b></p> <p><b>This section only applies if specified in the schedule</b></p> <p><b>We</b> will pay for the costs of replacing locks to doors and/or windows in the <b>Caravan</b> following loss or theft of the keys to the <b>Caravan</b> up to a limit of £250.</p>	<p>Cover excludes:</p> <p>(a) The deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply</p> <p>(b) Failure of the electricity or gas supply due to any strikes or any other withdrawal of labour by employees or any electricity or gas authority</p> <p>(c) Frozen food cabinets or refrigerators greater than 10 years old</p>
<p><b>Basis of Claims Settlement - Section A</b></p>	
<p><b>Caravan</b></p> <p>(a) <b>We</b> will pay <b>You</b> the value of the <b>Caravan</b> at the time of its loss or destruction or shall at <b>Our</b> option repair, reinstate or replace the <b>Caravan</b> or any part of it, provided that <b>Our</b> total liability shall not exceed the <b>Sum Insured</b> or the market value whichever is the lesser amount. <b>We</b> will not be liable for that part of any repair or replacement which improves the <b>Caravan</b> beyond the condition before the loss or damage occurred.</p> <p>(b) In the event of the <b>Caravan</b> being lost or damaged beyond economic repair within 10 years from purchase as new and provided the <b>Sum Insured</b> represents the full replacement value as new, at the time of the loss or damage, <b>We</b> will replace the <b>Caravan</b> with a new one of the same manufacture and model or pay the cash equivalent at <b>Our</b> discretion. Any available discount will be taken into account in the settlement amount.</p> <p><b>Contents and Personal Effects</b></p> <p><b>We</b> will pay <b>You</b> the value of the property at the time of its loss or destruction or shall at <b>Our</b> option repair, reinstate or replace such property or any part of it provided that <b>Our</b> total liability hereunder shall not exceed £300 in respect of any one article, unless specified in the <b>Policy Schedule</b>, and in total the <b>Sum Insured</b>.</p>	

## Section B – Personal Accident Benefits

What is covered	What is NOT covered
<p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>(1) Death - £20,000</li> <li>(2) Loss of use of one or more limbs or total loss of sight in one or both eyes - £20,000</li> <li>(3) Permanent total disablement from any occupation - £20,000.</li> </ul> <p><b>Insured Person</b>  <b>You</b> and any member of <b>Your Family</b> while:</p> <ul style="list-style-type: none"> <li>(1) Within the <b>Caravan</b></li> <li>(2) Loading, unloading or directly working upon the <b>Caravan</b>.</li> </ul> <p><b>Definitions</b>            Disablement means inability to engage in the usual occupation and not engaging in any paid occupation.</p>	<ul style="list-style-type: none"> <li>• <b>Benefit</b> shall not be payable under more than one of the items (1-3) in connection with the same bodily injury. Item 3 will only become payable after incapacity has lasted for 52 weeks</li> <li>• The maximum age limit in respect of this cover is 70 and <b>Benefit</b> is reduced to £500 for persons under the age of 16</li> <li>• There will be no liability for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained.</li> </ul> <p>No <b>Benefit</b> shall be payable for an event caused directly or indirectly:</p> <ul style="list-style-type: none"> <li>(1) By narcotic or drug unless taken as prescribed by a registered Medical Practitioner</li> <li>(2) By <b>You</b> or any member of <b>Your Family</b> participating in racing</li> <li>(3) By <b>You</b> or any member of <b>Your Family</b> participating in a criminal act</li> <li>(4) Arising from the use of power driven wood or metal working machinery except portable tools applied by hand</li> <li>(5) By pregnancy or childbirth</li> <li>(6) By sickness or disease not resulting from bodily injury</li> <li>(7) By self inflicted injury.</li> </ul>

## Section C – Liability to the Public

What is covered	What is NOT covered
<p>All sums which <b>You</b> shall become legally liable to pay as damages in respect of:</p> <ul style="list-style-type: none"> <li>(1) Accidental death of or bodily injury to any person other than <b>You</b> or any employee or member of <b>Your Family</b> arising from use or ownership of the <b>Caravan</b></li> <li>(2) Accidental loss of or damage to property not belonging to, nor in the custody of, <b>You</b> or any employee or member of <b>Your Family</b> arising from use or ownership of the <b>Caravan</b>.</li> </ul> <p>The limit of <b>Our</b> liability in respect of all claims arising from one cause is the amount shown in the <b>Policy Schedule</b> plus legal costs recoverable by a claimant and costs and expenses incurred with <b>Our</b> written consent.</p> <p>In the event of <b>Your</b> death <b>Your</b> legal personal representatives will be indemnified in respect of any accident covered by this section and occurring during the <b>Period of Insurance</b>.</p> <p>For the purposes of this section the expression “<b>You</b>” will be deemed to include any persons using the <b>Caravan</b> with <b>Your</b> consent other than whilst let for reward.</p>	<p>This section does not indemnify <b>You</b> against any liability:</p> <ul style="list-style-type: none"> <li>(1) Arising while the <b>Caravan</b> is attached to a mechanically propelled vehicle.</li> <li>(2) Resulting from an accident caused by the <b>Caravan</b> or part thereof becoming detached from any towing vehicle.</li> <li>(3) That arises in connection with any vehicle being used for the transportation of the <b>Caravan</b>.</li> <li>(4) For the death or injury of any person arising out of or in the course of their employment by <b>You</b> or any member of <b>Your Family</b>.</li> <li>(5) Arising out of the use of any mechanically propelled vehicle/water craft.</li> <li>(6) Arising out of the pollution of air, water or soil unless it can be proved to have been caused by immediate discharge consequent upon an accident.</li> <li>(7) Of whatsoever nature arising out of or connected with or incidental to any profession, occupation, business or commercial venture.</li> <li>(8) Arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.</li> <li>(9) Arising out of the ownership or possession of any animal other than cats, dogs or horses, except any dog that is designated dangerous under the Dangerous Dogs Act 1991.</li> </ul>

# 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](mailto: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](http://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](mailto: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](mailto: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](mailto: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

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.

