



Mark Bates Ltd
THE HOME OF PREMIER CARE

CARAVAN BOILER BREAKDOWN

INSURANCE POLICY

**Managed by Mark Bates Ltd on behalf
of the insurer**

GENERAL INFORMATION AND POLICY CONTENT

Thank you for entrusting this insurance to Mark Bates Ltd. We manage this insurance on behalf of the insurer and act as its agent in performing duties under that agreement.

**Mark Bates Ltd address is Premier House Londonthorpe Road Grantham NG31 9SN
Tel: 01476 513784 Fax: 01476 591543 Email: enquiries@markbatesltd.com
Mark Bates Ltd is authorised and regulated by the Financial Conduct Authority (FRN 308390).**

This policy is a legal contract and it is important that you read it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know immediately.

We would remind you that you must tell us immediately of any facts or changes which might affect the assessment or acceptance of this insurance. If you do not disclose all relevant facts you may invalidate your policy or your policy may not operate fully.

This policy content is stated below, together with a note of the page(s) they appear on. You should read this policy together with your current schedule which gives details particular to you, including the sums insured you have chosen.

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COMPLAINTS PROCEDURE

It is always our intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with us can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd Premier House Londonthorpe Road Grantham Lincs NG31 9SN
Tel: 01476 593887 Email: complaints@markbatesltd.com

If **you** remain dissatisfied **you** may refer the matter to **the insurer** by contacting

The Compliance Officer China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA
Tel:0207 839 1888 Fax:0207 621 1202 E-mail:compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and 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 the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** 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. **The insurer** 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 **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed its investigation, within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR
Tel: 0800 023 4 567 from landlines or 0300 123 9 123 from mobile phones Fax: 020 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so 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.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. Alternatively, you can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access the Online Dispute Resolution Service.

Please quote our e-mail address: compliance@uk.cntaiping.com

AGREEMENT

Agreement between you and the insurer

The insurer will pay for a **breakdown** as described in this policy arising from events happening during the **period of insurance** for which **the insurer** has accepted a premium.

The insurer has relied on the information supplied by **you** in connection with this insurance to enable the contract of insurance to be formed between it and **you**.

This policy should be read together with the **schedule**.

INFORMATION YOU HAVE PROVIDED

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have provided. **You** must take care when answering any questions relating to this insurance by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided false or misleading information **the insurer** will treat this policy as if it never existed and refuse to pay all claims. **You** must repay any payments **the insurer** has already made under this policy and **the insurer** will not return the premium to **you**.

If **the insurer** establishes that **you** acted carelessly when providing **the insurer** with **your** information, such carelessness could adversely affect this policy and any claim. For example, **the insurer** may

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- cancel this policy in accordance with the Cancellation condition of this policy.

You will be written to if **the insurer**

- intends to treat **your** policy as if it never existed; or
- needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as possible.

Mark Bates Ltd Premier House Londonthorpe Road Grantham Lincs NG31 9SN

Tel: 01476 513784

Email: enquiries@markbatesltd.com

POLICY DEFINITIONS

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

Breakdown	Sudden and unforeseen mechanical or electrical failure or malfunction breakdown which results in the sudden stoppage of the equipment's normal functions and which necessitates repair to resume those functions.
Caravan	Static holiday caravan at the address stated in the schedule .
Call out	Attendance of a contractor to the caravan .
Claims administrator	Mark Bates Ltd.
Contractor	Registered gas safe engineer appointed by the claims administrator to repair the breakdown .
Deferment period	Any claim made within the first 30 days of the inception date of this policy.
Equipment	A single liquid petroleum gas boiler installed and maintained within the caravan by a registered gas fitter and the controls that make the boiler work, including the programmer, any thermostats and central heating pump.
Period of insurance	The period shown in the most recent schedule issued to you .
Repair	Repair, including call out , labour and parts.
Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal a new schedule will be issued.
The insurer	China Taiping Insurance (UK) Company Ltd.
You / Your	The person(s) stated in the schedule .

WHAT IS COVERED

Insuring clause

In the event of **breakdown** of the **equipment** arising during the **period of insurance** and occurring within the **caravan**, the **insurer** will repair or otherwise pay compensation to **you** in accordance with the basis of settlement.

Basis of settlement

In the event of **breakdown**, the **insurer** will pay

- 1) the cost of **repair**; or
- 2) if the **equipment** cannot be repaired, a contribution of up to £500 towards a replacement boiler, increasing to £1,000 to replace boilers that are less than 8 years of age.

The maximum the **insurer** will pay for any one **repair** is £500.

Exclusions

This policy shall not cover the following.

- 1) The first £30 of each and every claim.
- 2) Any **equipment** that is over 15 years of age at the time of **call out**.
- 3) More than three **call outs** in any one **period of insurance**.
- 4) **Call out** charges where a fault cannot be found with the **equipment**.
- 5) Any payment if **you** cannot provide the **contractor** with written evidence that the **equipment** has been serviced by a registered gas fitter in the 12 months prior to **call out**.
- 6) **Breakdown** as a consequence of impact or any other cause external to the **equipment**.
- 7) Failure to comply with the manufacturers' instructions for the care and maintenance of the **equipment**.
- 8) Costs not authorised by the **claims administrator**.
- 9) Faults relating to the installation of the **equipment**.
- 10) Deliberate damage or neglect of the **equipment**.
- 11) Repairs to cosmetic parts or non-mechanical or electrical components.
- 12) **Breakdown** caused by foreign objects or substances.
- 13) Faults known to **you** or existing before the inception of this policy.
- 14) **Breakdown** of any **equipment** that is the subject of a manufacturers' recall or modification.
- 15) Routine maintenance to the **equipment**.
- 16) **Breakdown** covered by manufacturers' or suppliers' or installers' guarantee or warranty.
- 17) **Call outs** arising from the interruption, failure or disconnection of public services to the **caravan** (including water, electricity or gas supply) however caused or from gas leaks.
- 18) The VAT element of any payment where **you** are VAT registered.
- 19) Costs associated with the initial setup.
- 20) Any claim within the **deferment period**.

POLICY CONDITIONS

1) Reasonable care

If **you** have not taken all reasonable steps to prevent **breakdown the insurer** shall not be liable to make any payment under this policy.

2) Cancellation

a) If **you** cancel this policy within 14 days of the date **you** receive **your** policy documents, **the insurer** will refund the premium in full, provided no claim has been made for the period this policy has been in force and that no liability whatsoever shall attach to **the insurer** in respect of this policy.

If **you** cancel this policy after 14 days of the date **you** receive **your** policy documents, **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.

b) **The insurer** may cancel this policy by sending 7 days' notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.

c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **the insurer** reserves the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.

d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

3) Other insurance

If **breakdown** as covered by this policy is insured elsewhere **the insurer** will only pay its share of any claim.

4) Fraud

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

5) Governing law

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise English law applies.

6) Tax

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

7) General Data Protection Regulation

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

8) Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this act.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

- 1) In the event of **breakdown** and **you** wish to make a claim under this policy **you** should advise the **claims administrator** as soon as possible and not later than seven days after **you** have become aware of the **breakdown**.
- 2) **You** are required and must take care to
 - a) supply accurate and complete answers to all the questions the **claims administrator** may ask as part of **your** claim;
 - b) make sure that all information supplied in connection with **your** claim is true and correct; and
 - c) notify the **claims administrator** of any changes to the answers **you** have given as soon as possible.Failure to provide accurate and true answers may result in **your** claim being invalid.
- 3) The **claims administrator** will arrange for the **contractor** to contact **you** as soon as possible. The **contractor** will try to resolve the problem remotely, but if unable to do so will make an appointment to inspect the **equipment**.
- 4) **You** will be responsible for the **contractor's call out** charges if, having requested assistance, **you** are not at the **caravan** when the **contractor** arrives.
- 5) If the cost of **your** claim exceeds the limitation of cover provided by this policy, **you** will be responsible to pay the difference.
- 6) The **contractor** will arrange to supply and fit replacement parts or components where required in order to carry out the **repair**. If **you** request any additional work or replacement parts or the fitting of components of a superior specification **you** will be responsible for the additional cost. **The insurer** is not responsible for any inconvenience, additional cost, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.

Mark Bates Ltd Claims Department

Premier House Londonthorpe Road Grantham Lincolnshire NG31 9SN

Tel No: 01476 514470

Fax: 01476 591543

Email: claims@markbatesltd.com

Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100. Website www.fscs.org.uk