

Caravan Guard Terms of Business Agreement



1. Who are we?

We are an independent insurance intermediary who specialise in caravan, motorhome, holiday home and park home insurance. Our head office address is Caravan Guard Limited, New Road, Halifax, HX1 2JZ. Tel: 01422 396 777. Email: info@caravanguard.co.uk

2. Who regulates us?

Caravan Guard Limited is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 310409. You can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

3. Whose products do we offer?

We only use a single insurer for each product; you will be advised of the insurer at quotation stage and in your policy documents. We arrange and issue documentation on behalf of the insurer.

4. Payments

We accept payment by cheque but cannot issue cover without payment. The following credit/debit cards are accepted: Visa, MasterCard, Maestro and Solo. Direct debit payments available through Premium Credit Limited. Cover will cease if you fail to pay an instalment.

We receive premiums you pay to us as Agent of the Insurer with whom we place business with under a risk transfer agreement. All insurance premiums you pay to us are protected in an Insurer Trust Account until we pay insurers. We do not pay any interest on premiums held by us in the course of arranging and administering your insurance or income derived from arranging premium financing.

5. The service we will provide you with

Our services include arranging your insurance cover, helping you with any ongoing changes and assisting with any claim. You will not receive advice or recommendations from us. You will need to make your own choice about how to proceed. The main policy meets the demands and needs of someone looking to insure against accidental damage, fire, theft, storm and third party liability protection for injury or damage you may cause to others. Legal expenses cover is suitable for an individual looking to insure against the costs involved in obtaining recovery of any losses which are not insured by the main policy. Breakdown cover is suitable for an individual looking to insure against the cost of roadside assistance in the event of a vehicle breakdown. If you mislay your policy at any time, we will issue a replacement policy document, if you request it.

6. What will you have to pay us for our services?

We usually receive commission from the insurer or direct debit provider with whom we place your business. We may also receive a commission or fee for passing introductions to other professional firms.

An administration charge of £15 is made for issuing duplicate documents or use of Royal Mail Special Delivery postal service. We make a charge of £15 to cover the administration costs of any mid year policy adjustment or processing a bounced cheque. No charge or refund will be made for any mid year policy adjustment or cancellation if the amount (including the administration charge) is less than £10.

7. Your right to cancel

For guidance on how to cancel your policy, please refer to the "Cancellation of Your Policy" section of your policy booklet.

If you cancel your policy within 14 days of the date you receive your policy documents, your premium will be refunded in full, provided no claim has been made during the current Period of Insurance. If you cancel your policy after 14 days of the date you receive your policy documents, Caravan Guard Limited will deduct a £30 cancellation administration fee from any refund due from your insurer(s).

Following the cancellation of your policy, any outstanding balance which is not settled within 21 days will incur a £10 administration charge, with an additional £10 charge for each subsequent 21 day period it remains outstanding. If the balance is not settled within 60 days we may refer the matter to a debt collection agency or submit a county court claim, incurring additional costs payable by you (we will notify you of these costs in advance). These charges are applicable unless specifically agreed otherwise in writing, and at our discretion.

8. Your duty to give information

When applying for, amending or renewing your insurance policy, we and / or your insurer will ask a number of questions to assess the risk prior to agreeing cover. It is your duty to ensure that you answer all questions honestly and reasonably. These questions are designed to enable us or the insurer to obtain a comprehensive picture of the nature of the risk to be insured, and only by asking such questions and receiving answers which are given honestly and with reasonable care, can we or the insurer be in a position to offer terms which are designed to meet your demands and needs.

The reason why this is extremely important is that if you fail to tell us or the insurer something when asked, or, if you answer carelessly or act deliberately or recklessly in making misrepresentations when answering questions, your policy may leave you with no insurance protection; insurers may not pay a part or all of your claim and may cancel your policy. You may find it difficult to re-arrange cover because you did not tell an insurer everything when asked, and you will have to disclose this fact when you reapply for insurance.

9. Confidentiality and Data Protection

We will treat all your personal information as private and confidential to us and anyone else involved in the normal course of arranging and administering your insurance, even when you are no longer a customer. We will not give anyone else any personal information except on your instructions or authority, or where we are required to do so by law, or by virtue of our regulatory requirements. We may use information we hold about you to provide information to you about other products and services, which we feel may be appropriate to you. Under the Data Protection Act 1998 you have the right to see personal information about you that we hold in our records. If you have any queries please write to us at our usual office address. Please note that we may also send confirmation of your decision to take insurance with us to any company that introduced you to us (e.g. a dealer, holiday park or members organisation). That company may use such information for statistical analysis, confirmation of payment of commission, and/or to improve relevancy of their future marketing campaigns. Please notify us within 14 days of receiving this document if this is not ok.

10. What to do if you have a complaint

Our aim is to provide a first class service, however, if you wish to register a complaint, please write to Customer Relations Manager, Caravan Guard Limited, New Road, Halifax, HX1 2JZ or telephone 01422 396777 or fax 01422 396800 or e-mail info@caravanguard.co.uk. A full copy of our complaints procedure is available on request. If you cannot settle your complaint with us, you are entitled to refer it to the Financial Ombudsman Service (FOS), for an independent assessment and opinion. The FOS Consumer Helpline is: 0800 023 4 567. The FOS postal address is: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

11. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.