



Chilli Underwriting Static Caravan Policy underwritten by Zenith Insurance Plc.



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Need to make a claim?

Call our 24 hour Claims Helpline on 0844 880 4164.

Please call within 24 hours of you becoming aware of the incident.





Introduction

Welcome to the Chilli Underwriting Static Caravan Policy underwritten by Zenith Insurance Plc.

This document, the **schedule**, any **statement of fact** or **proposal form** and any **endorsements** set out the terms of the contract between **you** and us. The contract is based on the information **you** provided on **your statement of fact** or signed **proposal form**, and any other information given either verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance.

You must read this policy, the **schedule** and any **endorsements** together. Please read all three documents to make sure they provide the cover **you** require. If they are not correct, or do not meet **your** needs, please immediately return the policy documents to the person who arranged this insurance for **you**.

The **schedule** sets out the sums insured (the amount of cover **you** have) and the sections of the policy which apply.

If **your** insurance needs change during the **period of insurance** please let **us** know as soon as possible. You must tell **us** about any changes which affect the circumstances of the **caravan**. If **you** don't tell **us** about any changes **your policy** may not be valid.

Your policy is designed to be amended easily and **we** will issue a new **schedule** or **endorsement** each time the policy is altered.

You must also tell **us** if at any time the sums insured shown in the **schedule** are not enough. Following a claim **we** can make a cash payment, carry out the necessary repairs, or replace the item.

Before **you** accept this policy, **you** have 14 days to review the documentation and consider the full terms of the insurance. If **you** are not totally happy with the policy and have not made a claim, simply write to **us** at the address on the back cover of this policy document requesting that **your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **your** insurance.

Nobody other than **you** (the Insured) and the **company** has any rights that they can enforce under this contract.

You and **we** can choose the law that will apply to this contract. Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

Our agreement

In return for **your** premium **we** will insure **you** during the **period of insurance**, under the terms set out in this policy document, the **schedule** and any endorsement **we** have issued.

Gary Humphreys

Underwriting Director

Zenith Insurance Plc and/or its co-Insurers whose names and addresses are available upon request.

Authorised Insurers, registered in Gibraltar No 84085.

Registered Office: 846-848 Europort, Gibraltar

This insurance is administered by Alan Blunden & Company Limited trading as Chilli Underwriting who are authorised and regulated by the Financial Conduct Authority No. 309694

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK (Register Number 211787).

Zenith Insurance Plc is a member of the Association of British Insurers

Several Liabilities Notice

The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

Please keep policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the schedule or endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document

Caravan

The structure of the static **caravan** described in the **schedule** together with standard fixtures and fittings and furnishings (including awnings) which were included in the manufacturers' original specification, and any additions or alterations which have been notified to us and accepted by **us**.

Contents

Household goods, personal belongings, clothing, TV, video, audio, and other items in **your caravan** which belong to **you**, or for which **you** are legally responsible. **Valuables** are not included within this definition of **contents**. A single article limit of £500 applies.

Endorsement

A change in terms of this insurance, which replaces or alters the standard insurance wording.

Excess

An amount **you** have to pay towards the cost of a claim under this insurance. **You** have to pay this amount regardless of the circumstances leading to the claim.

In use

A period during which a **permitted user is** using or visiting **your caravan** for holiday purposes.

Insurance intermediary

The intermediary who has placed this insurance with **us**, acting on **your** behalf as **your** agent and through whom all matters concerning this insurance are handled.

Money

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

Period of insurance

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

Permanent residence

Any **caravan** not occupied by **you** or a **permitted user** for holiday purposes, but occupied by **you** or a **permitted user** as a main domestic residence whether on a temporary or permanent basis.

Permitted User(s)

a) A member of **your** immediate family and **your** friends

Your mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles and **your** friends; and

b) A hirer

A person who has entered into a contract with **you** to hire **your caravan** for holiday purposes and who is occupying and using **your** caravan for holiday purposes.

Proposal form

The application for insurance and declaration completed by **you** or on **your** behalf. **We** have relied on the information provided on this form in entering into this contract of insurance.

Schedule

The document **we** give **you** which makes the **policy** valid and shows details of **you**, **your** address, the **caravan**, the sums insured, the **site address**, the policy number and any **excess** which applies.

Site/site address

A supervised or serviced caravan **site** where the owner of the **site**, his/her agent or a full time warden or other employee is permanently in attendance at the **site**. This is the **site** and **site address** which has been declared to and accepted by **us** and is shown in **your schedule**.

Standard caravanning equipment

Items **you** would reasonably take with **you** when using **your caravan**. TV, video, audio and other electronic or electrical equipment, personal belongings, pedal cycles and **valuables** are not included within this definition of **standard caravanning equipment**.

Statement of fact

The form that shows the information that **you** gave **us** or that was given on **your** behalf at the time **you** applied for insurance. **We** have relied on the information provided on this form in entering into this contract of insurance.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, tablet computers, laptops, personal digital assistants (PDAs), binoculars, telescopes, mobile phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment, portable audio equipment, food and drink.

We, Us, Our, Company

Zenith Insurance Plc and/or its co-Insurers whose names and addresses are available upon request.

You, Your, Policyholder

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

Policy Cover

Section A – Cover for Loss or Damage to Your Caravan

What is covered

We will cover **you** against loss or damage to the **caravan** and its **contents** which happens during the **period of insurance** at the **site address** and is caused by one or more of the insured perils shown below:

Insured Perils:

- fire or explosion; or
- storm, flood or earthquake, lightning or thunderbolt; or
- accidental damage (but only to the **caravan**); or
- criminal acts or vandalism; or
- theft or attempted theft.

Section B – Additional extensions

What is covered

We will pay the extra costs of the following after an incident involving loss or damage insured by this **policy**:

1. Emergency Removal

If **your caravan** suffers loss or damage covered by this policy **we** will at **our** option meet the additional costs necessarily and reasonably incurred in:

- disconnecting the **caravan** from the services at the **site address** and removing it to **our** nearest approved repairer.
- re-delivery of the **caravan** from the approved repairer and its reconnection to the services at the **site address** shown in the **schedule**.

2. Loss of Use

If **you** or a **permitted user** are staying in **your caravan** and are unable to continue to do so as a result of loss or damage caused by an insured peril, as long as such loss or damage is admitted as a valid claim under this policy, **we** will also consider a claim under the policy for the extra amounts **you** reasonably have to pay for:

- hotel accommodation costs, (not including the costs of food and drink), up to £75 a day for up to 14 days; or
- hire costs for a replacement **caravan** up to £75 a day for up to 14 days.

3. Loss of income

If **your caravan** suffers loss or damage covered by this policy and cannot be used as planned whilst repairs are being undertaken or a replacement caravan is being sourced, **we** will pay the net loss of hiring charges for any advance bookings already made for the period that **your caravan** is unavailable due to the loss or damage covered by the policy. The most **we** will pay under this cover will be £75 per day up to a maximum of 14 days, during any one **period of insurance**. **You** must keep a record of all bookings made and deposits paid and make these available on request.

You will need to provide receipts and other supporting documentation as proof of any claim **you** may make under the additional extensions shown above.

Exceptions to sections A and B

What is not covered

These sections of your insurance policy do not cover the following:

1. The first £100 of each and every claim.
2. More than £500 for any one single **contents** item.
3. Loss of or damage to:
 - **contents** while outside the **caravan**;
 - the **contents** while the **caravan** is not **in use** other than loss or damage to **standard caravanning equipment**;
 - **contents** of the **caravan** which are not owned by **you**;
 - tyres unless the loss or damage is caused by an insured peril;
 - the **caravan** while it is being transported;
 - **money, valuables**, firearms, wines, spirits and tobacco goods;
 - caravan generators or damage to the **caravan** resulting from using such generators;
 - **contents** caused by accidental means;
 - garden fences, outbuildings and all items being kept in outbuildings.
4. **Loss or damage** caused by:
 - faulty workmanship, faulty design or using faulty materials;
 - repairing, restoring, renovating, cleaning or dyeing;
 - electrical or mechanical failure or breakdown;
 - wear, tear or loss in value;
 - wet or dry rot, frost, atmospheric or climatic conditions;
 - vermin, insects, fungus or anything which happens gradually;
 - water damage or resulting from water leaking in through windows, doors, ventilators, body joints or seals;
 - chewing, scratching, tearing or fouling by pets or other animals;
 - deception unless deception is used only to gain access or entry to the **caravan**.
5. Theft or malicious damage involving anybody who has **your** permission to be in the **caravan**.
6. Theft or attempted theft of **contents** unless there is visible evidence of forcible and violent entry or exit to or from the **caravan**.
7. Theft of garden fences, outbuildings and their **contents**.
8. The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched.

Section C - Public Liability

What is covered

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

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

We will only pay for liability occurring during the **period of insurance** which results from incidents which happen at the **site address** as shown in **your policy schedule**.

In the event of **your** death or the death of the person seeking indemnity under this section of the policy **we** will also extend cover to apply to **you** or their personal representatives in respect of liability incurred. However **you** and they must keep to the terms, conditions and exceptions of this section.

The most **we** will pay under this section of the policy is £2,000,000 in connection with any one incident or series of incidents arising out of any one event.

As long as **you** have our permission beforehand **we** will also provide cover for legal defence costs **you** are required to pay in connection with any incident which is the subject of indemnity under this section of the policy. The cover for these legal defence costs will be in addition to the limit of liability for this section.

If **we** agree to pay legal defence costs under this section of the policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

Exceptions to Section C

What is not covered

This section of your insurance policy does not cover the following:

- a) Liability arising directly or indirectly whilst the **caravan** is being transported; or
- b) Liability arising directly or indirectly while the **caravan** is being used in connection with any business activity; or
- c) Liability that arises from death, injury or illness or loss of or damage to any property that falls within the scope of the compulsory insurance cover required under the Road Traffic Act; or
- d) Loss or damage to property **you** own or are looking after
- e) Loss or damage to property if it is more specifically insured elsewhere; or
- f) Liability arising from the use of the **caravan** by anyone other than **you** other than **your** legal liability arising out of **your** ownership or possession of the **caravan**; or
- g) Loss of or damage to any property **you**, the **permitted users** or **your** domestic employees own or that **you** or they are responsible for.

Section D - Settling Claims

1. The caravan

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

a) New For Old Cover (caravans of less than five years old)

If at the date of the incident giving rise to a claim under this policy **your caravan** is less than five years of age from the date of manufacture and

- is stolen and not recovered, or
- is damaged beyond economical repair

we will replace it with a new one of the same make, model and specification.

To enable a claim to be settled on a 'new for old' basis **your** sum insured must be sufficient to cover the cost of a new **caravan** of the same make and model. Additionally **you** must be able to provide the original purchase receipt for **your caravan**.

In the event that a replacement caravan of the same make, model and specification is unavailable **we** will settle the claim on the basis of the retail value of **your caravan** (as shown in the current edition of *Glass's Guide to Caravan Values*) immediately before the loss or damage, which may be subject to a deduction to reflect pre-accident condition.

b) Caravans over five years old

If **your caravan** is five or more years old, **we** will pay up to the retail value of the **caravan** at the time of the loss or damage (as shown in the current edition of *Glass's Guide to Caravan Values*), which may be subject to a deduction to reflect pre-accident condition.

2. The contents

We will

- a) repair damaged items; or
- b) pay the cost of replacing lost or damaged items by items of similar quality; or
- c) replace lost or damaged items with items of similar quality.

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

If the sums insured on the **caravan** and **contents** at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

Section E - General Exclusions

These General Exclusions apply to the whole of the insurance policy.

What is not covered

1. Any losses, expenses or costs that are not directly caused by an insured peril.
2. Any loss, damage or liability caused by war, invasion, revolution, terrorism or any similar event.
3. Any loss or damage resulting from pressure waves from aircraft or other flying objects travelling at or above the speed of sound.
4. Any loss damage or legal liability or bodily injury directly or indirectly caused by or arising from:
 - ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous Static properties of any explosive nuclear equipment or any part of it.
5. Any loss, damage or liability if the **caravan** is not being kept at the **site address** shown on the **schedule**.
6. Any loss, damage or liability if the **caravan** is being used as a **permanent residence**.
7. Any loss or damage caused by or resulting from water leaks, if the water and central heating systems have not been drained during the off-season closure of the **site**.
8. Any loss, damage or liability if the **caravan** is used for anything other than for private, social, domestic and pleasure purposes.
9. Any loss, damage or liability which happens before the start of this **policy**.
10. Any loss, damage or liability caused deliberately by **you** or a **permitted user** of the **caravan**.

Section F - General Conditions

These General Conditions apply to the whole of the insurance policy.

1. **You** must keep to the terms and conditions of this policy.
2. The **caravan** must be securely anchored at all four corners to a firm solid base at all times.
3. The water and central heating systems must be drained during any off-season closure of the **site**.
4. **You** must take all reasonable steps to prevent or reduce loss or damage to the **caravan** and **contents**.
5. **You** must maintain the **caravan** and keep it in good repair.
6. **You** must not leave awnings up and attached to the **caravan** unless it is **in use**.
7. **You** must write and tell **us** immediately of any changes in **your** circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If **you** do not tell us straight away, **your policy** may not be valid.
8. **We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and get back any money **we** have paid to **you** or **your** representative.
9. If **your caravan** is deemed beyond economical repair during the **period of insurance** of this policy, all cover will end from the date of the loss and **we** will take premiums **you** owe from any amount **we** pay as **your** claim.

Section G – Claims Procedure and Conditions

If **you** wish to make a claim, **you** may either:

- contact the **insurance intermediary** who arranged cover for **you**, who will notify **us** of **your** claim; or
- contact **us** directly by calling our **24 hour Claims Helpline on 0844 880 4164**.

Ideally you should make contact within 24 hours of you becoming aware of the incident.

When submitting a claim form **you** must give **your** policy number.

When **you** become aware of an event which is likely to result in a claim under this policy:

1. You must:

- Provide in writing full details of injury or loss or damage as soon as possible and in any event within:
 - seven (7) days if caused by riot or civil commotion; or
 - fourteen (14) days of **you** being aware of the injury, loss or damage if from any other cause.
- Tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **us** get back and identify the property;
- Immediately send **us** every letter, claim, writ or summons without answering them;
- Supply at **your** own expense, all reports, certificates, plans, specifications, quantities information and help **we** ask for;
- Give **us** all information and evidence, including written estimates and proof of ownership and value that **we** ask for. **You** must pay any costs involved in doing this.

2. You must not:

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

3. We may do the following:

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

4. You may do the following:

Carry out temporary emergency repairs to make good the **caravan** following damage caused by an insured peril.

The temporary emergency repairs which can be undertaken by **you** without prejudicing **your** position are limited to the necessary boarding up of the **caravan** following damage to windows, doors, fan lights and skylights to make the **caravan** secure.

Our acceptance of liability for any such temporary repairs will always be subject to the terms and conditions of the policy.

5. Our rights:

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

6. Contribution – other insurances:

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

Section H - Cancellations

1. If you pay an annual premium:

We may cancel the policy by writing to **you** at **your** last known address confirming that all cover will end 14 days after the date of our letter or **you** may cancel the **policy** by giving **us** written instructions.

2. If you pay your premium by monthly instalments:

We may cancel the policy by writing to **you** at **your** last known address confirming that all cover will end either:

a) seven (7) days after the date of **our** letter (if **we** are cancelling the policy because a premium has not been paid); or

b) fourteen (14) days after the date of **our** letter (if **we** are cancelling the policy for any other reason).

You may cancel the policy by giving **us** written instructions, **you** should also instruct **your** bank to cancel **your** Direct Debit.

If **you** or **we** cancel the policy, and **you** have not made a claim during the current **period of insurance**, **we** will refund the premium for any remaining period of cover.

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would rather be told about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers, Zenith Insurance Management UK Limited. If you have a complaint, please contact our service providers at the address below:

Zenith Customer Relations
Zenith Insurance Management UK Limited
PO Box 730
Chesterfield
S40 9LL

Tel: 0844 874 0630
Email: complaints@zenith-insurance.co.uk

When contacting Zenith Insurance Management UK Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR.

You have the right of referral within 6 months of the date of your final response letter.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

Data Protection and Sharing Information with other organisations

Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

Information on Products and Services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group to use for their own marketing purposes.

If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer at Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR .

Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

In addition we may undertake credit searches and conduct additional fraud searches.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the database. We may search the database when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

Other Insurers

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA

Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR .

All correspondence relating to the administration of this policy should be addressed to your insurance intermediary or alternatively Chilli Underwriting, Baxter Building, 80 Baxter Avenue, Southend on Sea, Essex SS2 6HZ.



Version 1 April 2014

This insurance is administered by Alan Blunden & Company Limited trading as Chilli Underwriting who are authorised and regulated by the Financial Conduct Authority.