Caravan Protector Policy Wording



Introduction

Welcome to **Our** Caravan Protector policy.

This document, the **Schedule**, and any endorsements set out the terms of the contract between **You** and **Us**. Please read this policy document, **Schedule** and any endorsements to make sure they provide the cover **You** require. If they are not correct, or do not meet **Your** needs, or if **You** have any queries, please immediately contact **Your Insurance Intermediary**.

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 to be changed during the Period of Insurance please let Your Insurance Intermediary know as soon as possible. You must tell Your Insurance Intermediary immediately about any changes to the information You have provided, for example, the use of Your Caravan, security arrangements and the sums insured or Storage Address shown on Your Schedule. If You do not, any claim may not be paid. Your policy is designed to be amended easily and Your Insurance Intermediary will issue a new Schedule or endorsement each time the policy is altered. Your Insurance Intermediary may charge an administration fee to amend Your policy. Please refer to your schedule and Terms of Business Agreement for further information on what these charges are.

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information, **Your Insurance Intermediary** has asked for. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out or make changes to **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- We may cancel Your policy and refuse to pay any claim; or
- We may not pay any claim in full.

Your Insurance Intermediary will write to You if:

- We intend to cancel Your policy;
- We need to amend the terms of Your policy; or
- We require You to pay more for Your insurance.

If **You** become aware that information **You** have given is inaccurate, **You** must inform **Your Insurance Intermediary** as soon as possible.

You have 14 days to review Your policy document and consider its full terms. If You are not totally happy with the policy simply contact Your Insurance Intermediary who will arrange the cancellation for You. Your premium will be refunded in full, provided that You have not made, and do not intend to make, a claim. Full details of how and when You can cancel this policy can be found on page 12.

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.

Please keep **Your** policy document, **Schedule** and any endorsements together in a safe place. **You** may need to refer to them if **You** need to make a claim or if **You** need assistance.

This policy is Underwritten by AmTrust Europe Limited (referred to as '**We**', '**Our**' and '**Us**' in this policy document) whose registered office is Market Square House, St James's Street, Nottingham, NG1 6FG. AmTrust Europe Limited is registered in England and Wales under company number 1229676 and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA reference number: 202189

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Definitions

Certain words in this policy document have special meanings. To help **You** identify these words in the policy, they start with a capital letter and **We** have printed them in bold type throughout. These meanings are given below and apply to the whole of this policy document:

Accidental Damage

Damage caused suddenly and as a result of an external, visible and unexpected cause.

Caravan(s)

The structure of the touring caravan described in the **Schedule** together with an awning (as per the sum insured shown in the **Schedule**), fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring caravan or fitted by the manufacturer at a later date.

CaSSOA

The Caravan Storage Site Owners' Association.

Claims Administrator

The party whose details are shown on Your Schedule.

Contents

All accessories which are owned by **You** or are **Your** responsibility and which **You** would take with **You** when using **Your Caravan**, including pedal cycles and portable motor movers, but excluding **Money** and **Valuables**.

Geographical Limits

United Kingdom (England, Scotland, Wales, Northern Ireland), the Isle of Man and the Channel Islands and, for any period of no more than 240 days in any one **Period of Insurance**, the European Union, Norway and Switzerland.

Home

The area within the boundaries of **Your** permanent place of residence or **Your Immediate Family's** permanent place of residence but excluding communal parking areas and any public road or highway.

Immediate Family

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.

Insurance Intermediary

The company who sold the policy to You and to whom You pay Your premium.

In Use

When You or Your Immediate Family are using or visiting Your Caravan for holiday purposes or when the Caravan is attached to a towing vehicle. This includes a 24 hour period immediately prior to, and returning from, You or Your Immediate Family using or visiting Your Caravan for holiday purposes provided the Caravan is kept at Your Home during this 24 hour period. Please note the policy definition of Home excludes communal parking areas and public roads or highways.

Money

Cash, bank or 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 **Your Immediate Family** for holiday purposes, but occupied as a main domestic residence whether temporary or permanent.

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Schedule

The document which shows **Your** name, details of **Your** address, the **Caravan**, the sums insured, the **Caravan Storage Address**, the **Claims Administrator** and the policy number.

Storage Address

Your Home, or an address You have given Your Insurance Intermediary, which We have accepted, and which is shown on Your Schedule.

Unattended

When the Caravan is In Use and You have temporarily moved away from the Caravan.

Valuables

Any article made from precious metals, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers (including laptops and tablet computers), binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sports equipment and portable audio equipment.

We, Us, Our

AmTrust Europe Limited.

You, Your

The person(s) named in the Schedule.

Section 1 – Policy Cover

We will cover You against loss of, or damage to, the Caravan and its Contents caused by an insured peril listed below which happens within the Geographical Limits.

Insured perils

- 1. Fire, explosion, lightning and earthquake;
- 2. Storm or flood;
- 3. Accidental damage (to the Caravan only);
- 4. Malicious acts or vandalism;
- 5. Theft or attempted theft.

What is not covered:

- Theft of Contents whilst they are outside the Caravan;
- b. Theft of, or loss or damage to, Money, firearms, wines, spirits and tobacco goods, caravan generators or Valuables;
- Theft of, or loss or damage to, the Caravan while the Caravan is not In Use unless it is kept at Your Home or at a Storage Address;
- d. Theft of, or loss or damage to, the Caravan while In Use, if left in communal parking areas, or on public roads or highways;
- e. Theft of **Contents** unless there is evidence of forcible and violent entry or exit to, or from, the **Caravan**;
- f. Theft of electronic or electrical equipment whilstleft in the **Caravan** when it is not **In Use**;
- g. Accidental damage to Contents and Valuables, with the exception of Contents if the claim is as a result of a road traffic accident;
- Loss or damage to caravan generators or damage to the Caravan resulting from usinggenerators;
- Loss or damage resulting from awnings being left up and attached to the Caravan whilst the Caravan is not In Use.

Policy Benefits

Following loss or damage covered under this policy, **We** will pay these extra costs:

a. Emergency removal

If **Your Caravan** cannot be moved as a result of loss or damage while **In Use**, **We** will pay the extra costs **You** have to pay to:

- Recover the Caravan from the scene of a road traffic accident;
- Remove the Caravan from the premises of a recovery company to the secure premises of a repairer that We have agreed; or
- 3. Re-deliver the Caravan to You at Your Storage Address.
- b. Loss of use

If **You** cannot stay in **Your Caravan** as a result of loss or damage while **In Use**, and **You** decide to continue with **Your** holiday, **We** will pay the following extra costs **You** have to pay for:

- 1. Hotel accommodation costs (but not including food and drink) up to £75 a day for up to 14 days; or
- 2. Hire costs for a replacement caravan up to £75 a day for up to 14 days.
- c. Additional contents cover

When the **Caravan** is **In Use**, **We** will cover outside furniture kept in an awning as a result of insured perils 1, 2, 4 &5 provided that the cost of doing so does not exceed the **Contents** sum insured.

Section 2 - Public Liability

- 1. We will cover any amounts which You legally have to pay in respect of:
 - · Accidental bodily injury, death or disease, or
 - accidental loss or damage to property

which happens as a result of **You** owning, possessing or using the **Caravan** or the **Contents** and happens within the **Geographical Limits.**

- 2. We will also cover defence costs You pay, or agree to pay with Our permission, included within the limit of liability for this section.
- 3. We will also cover Your personal representatives who may be entitled to cover under this section for any liability You, or Your personal representatives, may have. However, You and Your personal representatives must keep to the terms, conditions and exclusions of this section.
- 4. We will also cover You or Your Immediate Family for any legal liability as owner or occupier of the Caravan to compensate others if, following an accident during the Period of Insurance, someone dies, is injured, falls ill or has their property damaged.
- 5. We will pay up to £2,000,000 in connection with any one incident.

What is not covered:

- a. We will not cover public liability arising directly or indirectly while **You** are towing the **Caravan** (this cover should be provided by the towing vehicle's insurance. Please check **Your** motor insurance and licence documents);
- b. We will not cover loss or damage to property You, Your Immediate Family or Your domestic employees own or are looking after;
- c. We will not cover loss or damage to property if it is more specifically insured elsewhere;
- d. We will not pay if the liability arises from death, injury or illness of You or Your Immediate Family.

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

If You suffer a total loss and the Caravan is five years old or less (taken from the date of manufacture), We may replace the Caravan with a new caravan of the same make and model. Your chosen sum insured (as shown in the Schedule) must cover the cost of a new caravan of the same make and model. You must be able to provide proof of purchase.

b. Market value

If, a. New For Old Cover, does not apply, We may pay the current market 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), taking into account the age of the **Caravan** and any deduction to reflect preaccident condition.

2. The Contents

We will pay the cost of repairing damaged items or pay the cost of replacing lost or damaged items with items of similar quality.

We may deduct an amount for wear, tear, and loss in value to **Contents**

Amount deductible	Age of Contents
10%	12 – 24 months
15%	25 – 36 months
20%	37 – 48 months
25%	49 + months

3. The Sums Insured

If the sums insured on the **Caravan** and **Contents** at the time of loss or damage are less than the cost of replacement, **You** will have to pay a proportionate share of the claim accordingly.

This means that **We** need only pay X percentage of what **We** otherwise would have been under an obligation to pay under the terms of the insurance:

X = <u>Premium Actually Charged</u> x 100 Higher Premium

General Exclusions

We will not pay for loss or damage:

- 1. To tyres unless caused by an insured peril;
- Resulting from road traffic accidents if the Caravan is not roadworthy;
- 3. To generators or resulting from using generators;
- Or any legal liability or bodily injury directly or indirectly caused by, or arising from;
 - a. Ionising radiation or radioactive contamination from any nuclear fuel or anynuclear waste from burning nuclear fuel;
 - b. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

We will not pay for loss or damage caused by:

- Faulty workmanship, faulty design or using faulty materials;
- 2. Repairing, restoring, renovating, cleaning ordyeing;
- 3. Electrical or mechanical failure or breakdown;
- Wear, tear, loss of value or any expense or costs that are indirectly caused by the insured peril;
- Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- Water damage as a result of water leaking in through windows, doors, ventilators, body joints or seals;
- 7. Chewing, scratching, tearing or fouling by animals;
- 8. Deception, unless deception is used only to gain access or entry to the **Caravan**;
- Any loss, damage or liability caused by war, invasion, revolution, terrorism or any similar event;
- Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
- You towing Your Caravan if Your Caravan weighs in excess of 100% of the towing vehicle's kerb weight;
- Any loss or damage as a result of anything which happens gradually. Your policy is not a maintenance contract. You must take all steps to prevent or reduce loss or damage to the Caravan and Contents.

We will not pay for:

- The first £100 of each and every claim, unless the loss or damage occurred whilst the Caravan was stored or permanently parked at a CaSSOA registered site;
- More than £250 for any one single iteminsured under Contents;
- 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 bespoke part and replacements cannot be matched;
- Loss, damage or legal liability directly or indirectly arising as result of the Caravan being loaned, leased or hired to any other person other than Your Immediate Family;
- Loss or damage if the Caravan is being used as a Permanent Residence;
- Loss, damage or legal liability occurring while the Caravan is being used in connection with any trade, business or profession;
- Loss or damage which happens before the start of this policy;
- Loss or damage caused deliberately by You or Your Immediate Family;
- Loss or damage if You have not notified Your Insurance Intermediary of any changes to the storage location or security arrangements of the Caravan;
- Loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

General Conditions

- You must keep to the terms and conditions of this policy;
- 2. It is a condition of this policy that, whenever the Caravan is left Unattended and detached from the towing vehicle, You will make sure it cannot be moved by fitting a wheel clamp / wheel lock and a hitch lock. If it is a twin axle Caravan both axles must have a wheel clamp / wheel lock fitted. If it is left Unattended while attached to the towing vehicle You must fit a wheel clamp / wheel lock. If it is a twin axle Caravan both axles must have a wheel clamp / wheel lock.
- You must maintain the Caravan in a sound, roadworthy condition and keep it in a good state of repair;
- You must not leave awnings up and attached to the Caravan unless it is In Use;
- You must tell Your Insurance Intermediary immediately of any changes in Your circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If You do not, any claim might not be paid;
- If any claim made by You or anyone acting on Your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, We may:
 - not pay Your claim; and
 - recover (from You) any payments We have already made in respect of that claim; and
 - terminate **Your** insurance from the time of the fraudulent act; and
 - inform the police of the fraudulent act.

If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

 If Your Caravan is deemed beyond economical repair during the Period of Insurance, 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;

- It is a condition of this policy that a serial, VIN or chassis number is provided for pre-1992 Caravans in the event of a claim. For post-1992 Caravans, You will need to provide Us with the CRIS (Caravan Registration and Identification Scheme) number. We will be unable to deal with a claim unless We have this identification number. You will be required to provide the CRIS registration document, in Your name, in the event of a total loss of the Caravan. Do not keep the CRIS document in Your Caravan;
- Under UK law You and We can choose the law that will apply to this contract. Unless You and We have agreed otherwise, this contract will be governed by English law;
- 10. We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Claims Procedure and Conditions

Should **You** wish to make a claim, please contact the **Claims Administrator**, detailed in **Your Schedule**, who will provide **You** with a claim form.

When submitting a claim please provide **Your** policy number. When **You** become aware of an event which is likely to result in a claim under this policy:

1. You must:

- a. Provide full details of the injury, loss or damage as soon as possible and, in any event, within:
- Seven (7) days if caused by riot or civil commotion; or
- Thirty (30) days if from any other cause.
- b. Tell the police immediately and obtain a crime reference number 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;
- c. Immediately send the Claims Administrator every letter, claim, writ or summons without answering them;
- d. Supply, at **Your** own expense, all reports, certificates, plans, specifications, quantities information and help the **Claims Administrator** ask for;
- e. Give the Claims Administrator all information and evidence, including written estimates and proof of ownership and value, that they ask for.
 You must pay any costs involved in doing this.

2. You must not:

- a. Leave any property for **Us** to deal with, unless **We** ask **You** to do so;
- b. Dispose of any damaged items until **We** have had the chance to inspect them;
- c. Repair any damaged items until **We** have had the chance to inspect them;
- d. Admit liability or promise to make a payment without **Our** permission.

- 3. We may do the following:
 - a. Keep the insured property and deal with the salvage accordingly;
 - b. Negotiate, defend or settle (in Your name and on Your behalf) any claim made against You;
 - c. Prosecute (in Your name for Our own benefit), any other person in respect of any amount We have paid or must pay;
 - d. Appoint a loss adjuster to deal with the claim.
- 4. You may do the following:

Carry out temporary emergency repairs to make good the **Caravan** following damage caused by an insured peril. This is limited to the following:

Necessary boarding up following damage to windows, doors, fan lights and skylights to make the **Caravan** secure.

Our acceptance of liability for any such temporary repair 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;
 - 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 liability as this policy, **We** will pay only **Our** share of the claim.

Cancellations

Our Cancellation Rights

1. If You pay an annual premium:

We will not cancel Your policy during the Period of Insurance unless You commit fraud or are abusive or threatening towards Our staff, in which case Your policy will be cancelled immediately.

If We cancel the policy, and You have not made a claim during the current **Period of Insurance**, Your Insurance Intermediary will refund the premium for any remaining period of cover.

2. If You pay a monthly premium:

Your Insurance Intermediary may cancel the policy by writing to You at Your last known address confirming that all cover will end 7 days after the date of the letter (if **We** are cancelling the policy because a premium has not been paid); or 14 days after the date of the letter (if **We** are cancelling the policy for any other reason).

If **We** cancel the policy, **You** will not receive a refund of premium as **You** will only have paid for the cover **You** have already received.

The reasons We may cancel Your insurance include:

- · a change in circumstances, where cover can no longer be provided;
- · lack of cooperation or failure to supply information/documentation;
- · threatening or abusive behaviour.

Your Cancellation Rights

You have the right to cancel the cover within a period which begins 14 days from the commencement/renewal of cover or on receipt of policy documentation, whichever is the latter (this period is referred to as the "cooling off period"). You should exercise this right by contacting Your Insurance Intermediary and, as long as You have not made a claim during the current period of insurance, Your Insurance Intermediary will refund the premium. No return of premium will be given if a claim has occurred during the cooling off period.

You can also cancel this insurance at any time during the **Period of Insurance** by contacting **Your Insurance Intermediary**. Any return of premium due to **You** will depend on whether **You** pay a monthly or annual premium. Please note that **Your Insurance Intermediary** may charge a cancellation fee, please refer to **Your Schedule** and Terms of Business Agreement for further information on what these charges are. No return of premium will be given if a claim has occurred during the **Period of Insurance**.

IF YOUR COMPLAINT IS ABOUT YOUR POLICY OR HOW IT WAS SOLD TO YOU

If **You** have a query or complaint regarding the way the policy was sold, or the administration of **Your** policy, **You** should refer to **Your Insurance Intermediary** who sold the policy to **You**.

IF YOUR COMPLAINT IS ABOUT YOUR CLAIM

At AmTrust Europe Limited, **We** are committed to providing a high level of service at all times but, if **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so **We** can try to put things right. If **You** wish to make a complaint about a claim under **Your** policy please contact:

Complaints Department AmTrust Europe Limited Market Square House St James's Street Nottingham NG1 6FG

Tel. No. 0115 934 9852 (lines are open 9am - 5pm Mon-Fri, calls are charged at standard rate)

Email: complaints@amtrusteu.co.uk

We will contact You within three days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and provide Our response within four weeks. If it will take Us longer than four weeks, We will explain the current position and let You know when You can expect Our response.

Referring your complaint to the FinancialOmbudsman Service

In the event that **You** are unhappy with **Our** response to **Your** complaint, or **You** have not received **Our** response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **You** must do so within 6 months of receiving **Our** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet **Our** obligations.

Further information is available from the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 0207 741 4100.

DATA PROTECTION

We are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Limited. Below is a summary of the main ways in which We process Your personal data, for more information please visit Our website at: www.amtrusteurope.com.

SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process.

The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from Us or which We feel may interest You. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

DISCLOSURE OF YOUR PERSONAL DATA

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/ barristers, accountants, regulatory authorities, and as may be required by law.

INTERNATIONAL TRANSFERS OF DATA

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

YOUR RIGHTS

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements. If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.





AmTrust Europe Limited

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