



UK Family Touring Caravan Policy Wording

# Contents

Welcome	3
Important Information about your Policy	4
Things we need to tell you about	5
Definitions	7
Our Service Commitment to You	9
Cancelling this Policy	10
Claims Procedure and Conditions	11
General Conditions	14
General Exclusions	16
Section One – Caravan Cover	18
Section Two – Public Liability	21

# Welcome

Thank **you** for choosing our UK Family Touring Caravan Insurance to protect **your caravan**.

**We** want to help you understand **your** Touring Caravan Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you need**, and keep all documents in a safe place.

That policy is not complete without a policy **schedule**. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

**Your** UK Family Touring Caravan Insurance policy is split into several sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

**If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.**

# Important Information about your Policy

## The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

## The Insurers or Service Providers

This Touring Caravan Insurance policy is underwritten by a consortium of the following leading insurers:-

### **Legal & General Insurance Limited**

Legal & General Insurance Limited (Registered number: 00423930) is registered in England and Wales at One Coleman Street, London EC2R 5AA

### **ERGO Versicherung AG (UK Branch)**

ERGO Versicherung AG (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

Legal & General Insurance Limited (Register number 202050) and ERGO Versicherung AG (Register number 602490).

Details of each insurer's proportionate liability will be provided upon request.

## Your total peace of mind

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract.

Further information about this scheme is available from:

Financial Services Compensation Scheme,  
10<sup>th</sup> Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
Tel: 0800 678 1100 or 020 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

## Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

# Things we need to tell you about

## Our Agreement with you

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

**Our** provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

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

**We** or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

## Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

# Things we need to tell you about

## Data Protection and Privacy Policy

MyInsurance is a trading name of e-Insurance Trading Ltd. We are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our website - [www.myinsurancequotes.co.uk/privacy-policy](http://www.myinsurancequotes.co.uk/privacy-policy) If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

# Definitions

## Applicable to the whole of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

<b>Accidental Damage</b>	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
<b>Authorised User</b>	Any person(s) who <b>you</b> have authorised to use <b>your caravan</b>
<b>Bodily Injury</b>	Includes death or disease.
<b>Broker</b>	The intermediary who arranged this insurance on <b>your</b> behalf.
<b>Caravan</b>	The structure of the ' <b>Caravan</b> ' as shown in <b>your schedule</b> including: <ul style="list-style-type: none"><li>• Standard manufacturers fixtures, fittings, furnishings and furniture;</li><li>• Permanently installed television and audio equipment;</li><li>• Awnings up to £500 unless otherwise stated in the <b>schedule</b>;</li><li>• Equipment including caravan motor movers, refrigerators, gas bottles, water containers, steps, batteries, stabilisers, wheel clamp/locks and other ancillary equipment related to the use of <b>your caravan</b></li></ul>
<b>Contents</b>	Household goods and <b>personal belongings</b> within the <b>caravan</b> which are <b>your</b> property or for which <b>you</b> are legally responsible for, with the limit for any one item being £500 unless otherwise stated in the <b>schedule</b>  <b>Contents</b> does not include <b>valuables</b> or <b>money</b>
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The amount stated in this booklet or in the <b>schedule</b> and payable by <b>you</b> in the event of a claim.
<b>Family</b>	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners.
<b>Geographical Limits</b>	The <b>United Kingdom</b>
<b>Home</b>	Within the boundaries of <b>your</b> permanent place of residence or <b>your families</b> permanent place of residence but excluding communal parking areas and any public road or highway
<b>Money</b>	<ul style="list-style-type: none"><li>• Current legal tender, cheques, postal and money orders,</li><li>• Postage stamps not forming part of a stamp collection,</li><li>• Savings stamps and savings certificates, travellers' cheques,</li><li>• Premium bonds, luncheon vouchers and gift tokens,</li></ul>

# Definitions

## Applicable to the whole of this insurance (continued)

<b>Period of Insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Personal Belongings</b>	<p><b>Personal belongings</b> are items that belong to <b>you</b> and are normally worn or carried on the person.</p> <p><b>Personal belongings</b> includes:</p> <ul style="list-style-type: none"><li>• Luggage,</li><li>• Clothing,</li><li>• Sports, musical, camping and photographic equipment,</li><li>• Mobile phones,</li><li>• Portable computer equipment.</li></ul> <p><b>Personal Belongings</b> does not include:</p> <ul style="list-style-type: none"><li>• Tools used or held for business, professional or trade purposes,</li><li>• <b>Valuables</b>,</li><li>• Contact or corneal lenses or hearing aids unless otherwise specified in the <b>schedule</b>,</li><li>• Pedal cycles,</li><li>• Any property insured under any other insurance.</li></ul>
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>storage address</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Storage Address</b>	<b>Your home</b> or the location where <b>your caravan</b> will be kept overnight when not in use, which <b>you</b> have told <b>us</b> about and <b>we</b> have accepted.
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>Valuables</b>	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to <b>you</b> or are <b>your</b> legal responsibility.
<b>We/Us/Our</b>	Legal & General Insurance Limited and ERGO Versicherung AG
<b>You/Your/Insured</b>	The person or person(s) named in the <b>schedule</b> .

## Our Service Commitment to You

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
<u>MyInsurance</u> Stronsay House Tilford Road Hindhead Surrey GU26 6UG	<u>Pen Caravans</u> Pen Claims Handling Department PO BOX 2801 Hanley, Stoke on Trent Staffordshire ST4 9DN
Tel: 01428 600 001 Email: <a href="mailto:info@e-insurancetrading.co.uk">info@e-insurancetrading.co.uk</a>	Tel: 0344 856 1868 Email: <a href="mailto:newclaims.penunderwriting@davies-group.com">newclaims.penunderwriting@davies-group.com</a>

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Pen Underwriting  
Complaints Officer  
7th Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Tel: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Details of Pen Underwritings complaints procedures are available at:  
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567 (for landline users, mobile users may be charged)  
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

In all communications the policy/certificate number appearing in the **schedule** should be quoted.

**You** have six months from the date of **our** final response to refer to the Financial Ombudsman Service. **Your** right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service. However the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <http://ec.europa.eu/odr>

# Cancelling this Policy

## Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date **you** receive the policy documentation, or
  - the start of the **period of insurance**,
- whichever is the latter

Providing no claim has been made **we** will refund **your** premium in full.

## Outside of the Cooling-off Period

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your Broker**.

Providing no claim has been made **you** will be entitled to a pro-rata return of premium.

## Our right to cancel this Policy

**We** can cancel **your** policy by giving **you** 7 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

## Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

# Claims Procedure and Conditions

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

## How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your caravan** and **contents** from further damage.

If **you** need to make a claim under this policy, please contact **us** straight away at:

New Claims
<p><u>Pen Caravans</u> Pen Claims Handling Department PO BOX 2801 Hanley, Stoke on Trent Staffordshire ST4 9DN</p> <p>Tel: 0344 856 1868 Email: <a href="mailto:Newclaims.pencaravans@davies-group.com">Newclaims.pencaravans@davies-group.com</a></p>

***(Please note that claims are handled on our behalf by Davies Group Limited)***

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

# Claims Procedure and Conditions (continued)

## Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

## Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened
- If **you** or **your family** are the victim of riot or civil commotion **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- For all other losses **you** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

## How we deal with your claim

**We** may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements in relation to **your caravan**;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

**We** may need to get into **your caravan** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

# Claims Procedure and Conditions (continued)

## How we deal with your claim (continued)

Where **we** offer repair or replacement through a preferred supplier but instead, **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

**We** have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

## Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

# General Conditions

## Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

- i. **You** must take care to provide complete and accurate answers to the questions **we** ask **you** when you take out, amend and renew **your** policy
- ii. **You** must take care to avoid any accident and to prevent any loss or damage to everything which is covered by this insurance
- iii. **You** must ensure the **caravan** is in a sound, roadworthy condition and kept in a good state of repair;
- iv. **You** must always make sure that the sums insured shown in **your schedule** are adequate;
- v. **You** must ensure that the weight of the **caravan** must not exceed the kerb weight of the vehicle being used to tow the **caravan** (the weight of the towing vehicle including a full tank of fuel and all standard equipment, but not including any passengers or cargo);
- vi. **You** must fit a wheel clamp and hitch lock of proprietary manufacture, or an alternative fully operational security device which has been agreed by **us**, to the **caravan** whenever **you** leave the **caravan** unattended or whilst the **caravan** is at the **storage address**

## Changes in Circumstances

Using the address on the front of **your schedule you** must tell **us** within 7 days as soon as **you** know about any of the following changes:

- **You** change or sell **your caravan**;
- **You** change where **your storage address**;
- **You** change **your** permanent address;
- **You** make any changes to the **caravan** itself, including but not limited to bodywork, structural alterations or alterations to fixtures and fittings;
- **You** change the use of **your caravan**;
- **You** have received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the **caravan**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

# General Conditions (continued)

## Transfer of Interest

**You** cannot transfer **your** interest in the policy without **our** written permission.

## Fraud

**You** must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

## Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

# General Exclusions

Applicable to the whole of this insurance

## 1. Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2. War Exclusion

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

## 3. Existing and Deliberate Damage Exclusion

**We** will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **caravan**

## 4. Pollution or Contamination Exclusion

**We** will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **caravan**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

## 5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 6. Electronic Data Exclusion

**We** will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

## 7. Terrorism Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

## 8. Confiscation Exclusion

**We** will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

## 9. Loss of Value

**We** will not pay for any reduction in market value of any property following its repair or reinstatement.

## 10. Indirect Loss or Damage

**We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

## 11. Wear and Tear Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

## 12. Financial Sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

## 13. Defective Design or Construction Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

## 14. Permanent Residence

**We** will not pay for any loss, damage or liability arising out of **you** using the **caravan** as **your** permanent residence

## 15. Caravan Use

**We** will not pay for any loss, damage or liability arising out of use of the **caravan** other than for social, domestic or pleasure purposes

## 16. Towing Restriction

**We** will not pay for loss, damage or liability arising out of the **caravan** being towed by any person other than **you** or being towed in breach of the laws applicable to the towing of caravans that apply in the country where the loss or damage occurs

# Section One – Caravan Cover

## What is Covered

**We** will cover **you** against loss or damage to **your caravan** and its **contents** which happens within the **geographical limits**

## Additional Extensions

### Emergency Removal

If **your caravan** suffers loss or damage covered under this section **we** will also pay for the following costs:

- i. The costs of protecting and removing **your caravan** to the nearest repairers;
- ii. Storage charges while waiting for repair
- iii. Re-delivery following repair to **your home** or **storage address** as shown in the **schedule**

### Loss of Use

If **you** are unable to use **your caravan** following loss or damage covered under this section **we** will pay the extra costs **you** have to pay for:

- i. Hire of an alternative caravan; or
- ii. Alternative accommodation; or
- iii. Travel expenses for **you** to return to **your home**

**We** will pay up to £100 per day up to a maximum of 15 days

### Additional Contents Cover

Whilst **your caravan** is **in use** and **contents** are insured **we** will also cover outside furniture kept in an awning up to a maximum of £200

### Family and Friend Use

**We** will cover **you** against loss or damage to **your caravan** and its **contents** which happens within the **geographical limits** when **your caravan** is being used for private purposes by any member of **your family**, other relatives and friends

## Exclusions

**We** will not pay for:

- i. The **excess** stated in **your schedule**;
- ii. Loss or damage while **your caravan** is being used for business purposes;
- iii. Loss or damage while **your caravan** is let or loaned to any person other than **your family**, relatives or friends;
- iv. Loss or damage arising from road traffic accidents if **your caravan** is not roadworthy;
- v. Loss or damage by electrical or mechanical breakdown;
- vi. Loss or damage to tyres caused by breaking, punctures, cuts or bursts;
- vii. Loss or damage to **your caravan** when it is outside of the **geographical limits**;
- viii. Theft or attempted theft other than as a result of forcible or violent entry to or exit from the **caravan**;
- ix. Loss or damage caused by failure of or lack of sealant and/or grout;
- x. Loss or damage arising out of the liquidation, insolvency or bankruptcy of a caravan dealer or agent;
- xi. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
- xii. Loss to **your caravan** by deception or someone pretending to be a buyer or agent;

- xiii. Loss or damage when **your caravan** is left unattended for 7 or more consecutive days when not at the **storage location**
- xiv. Loss or damage caused by any living creature, including **your** domestic pets
- xv. Loss or damage to any undamaged item or part of any item which forms part of a pair, set, suit or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part

## How We Settle Your Claim – Caravan

Following loss or damage covered by this insurance **we** will pay for the cost of repairing **your caravan** or, if **your caravan** is damaged beyond economical repair we will pay as follows:

### New for Old

If **you** have selected New for Old cover in **your schedule** and **your caravan** is damaged beyond economic repair **we** will pay the cost of replacing **your caravan** with a brand new equivalent provided that:

- a. The **caravan** is no more than 5 years old at the start of the **period of insurance**
- b. The sums insured represent the cost of a new **caravan** of the same make and model

If the same make and model is not available **we** will replace **your caravan** with a new **caravan** of the same make and nearest equivalent model, specification and value or pay **you** the last manufacturer's list price for **your caravan**

### Market Value

**We** will pay the cost of repairing **your caravan** or the market value of **your caravan** at the time and date of the loss. The market value will be the cost of replacing **your caravan** with one of a similar, make, model, year, mileage and condition based on the market prices at the time of the loss, **we** may refer to publications such as Glass's Guide in order to assess the market value.

## How We Settle Your Claim – Contents

Following loss or damage to **your contents** **we** will pay up to 10% of the **caravan** sum insured as follows:

1. Where the damage can be economically repaired **we** will pay the cost of repair; or
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality; or
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value
4. **We** will not pay more than £500 for any one item of **contents** unless otherwise stated in the **schedule**

## Section Two – Public Liability

### What is Covered

**We** will indemnify **you, your family**, other relatives or friends for any amounts **you** become legally liable to pay for:

- i. **bodily injury**
- ii. damage to property

Caused by an accident happening within the **geographical limits** arising out of ownership, possession or use of the **caravan** or the **contents**

### What is not Covered

**We** will not indemnify you for any liability:

- i. For **bodily injury** to:
  - a. **You** or any member of **your family**;
  - b. Any person employed by **you** or engaged in **your** service;
  - c. Any person using **your caravan** with **your** permission
- ii. For damage to property owned by or in the charge of control of:
  - a. **You** or any member of **your family**;
  - b. Any person employed by **you** or engaged in **your** service;
  - c. Any person using **your caravan** with **your** permission
- iii. Arising out of **your caravan** being outside of the **geographical limits**;
- iv. Arising while **your caravan** is attached by any means to a mechanically propelled vehicle;
- v. Arising out of **your caravan** becoming detached from any towing vehicle;
- vi. Arising in connection with any vehicle being used for the transportation of **your caravan**;
- vii. Which **you** have assumed under contract and which would not otherwise have attached;
- viii. In respect of any kind of pollution and/or contamination unless:
  - a. It is caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance**
  - b. **You** report it to **us** no later than 30 days from the end of the **period of insurance**
- ix. Arising out of ownership or possession of any animal;
- x. Arising out of any communicable disease or condition;
- xi. Arising directly or indirectly out of any profession, occupation, business or employment;
- xii. Arising out of any criminal act or violent act to another person or property.

### How We Settle Your Claim

In respect of liability covered under Section Two, **we** will not pay more than £2,000,000 in all for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.