



EQUITY RED STAR TOURING CARAVAN INSURANCE

This is your Equity Red Star Touring Caravan Insurance Document. Please read the schedule carefully and keep it in a safe place.

If you have any questions about any of your insurance documents, call your insurance adviser. Unless we have agreed otherwise with you, this insurance is governed by English law.

Our promise to you.

We aim to provide a first-class service.

If you are not fully satisfied and you decide within 14 days that you do not want this insurance, please return all the documents and we will refund the premium.

With effect from the 1st November 2009 the Financial Ombudsman Service is changing its complaint handling rules concerning small businesses. From this date onwards the Ombudsman will only consider your complaint if you are a private individual or 'micro-enterprise'. A micro-enterprise is defined as a business with an annual turnover not exceeding £2 million and fewer than ten staff.

If you have any cause to complain, or you feel that we have not kept our promise, please contact your insurance adviser.

- If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star. When you do this, quote your policy number, which is on your schedule. Send your complaint to: Equity Red Star, 52 Leadenhall Street, London, EC3A 2BJ.
- After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder and Market Assistance department of Lloyd's to review your case.

The address is: Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. E-mail: Complaints@Lloyds.com.

Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).

The address is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. (These procedures do not affect your right to take legal action if necessary.)

Financial Services Compensation Scheme (FSCS).

With effect from the 1st January 2010 the Financial Services Compensation Scheme arrangements are changing. From this date onwards the first 90% of every claim is protected without any upper limit. For compulsory types of insurance the claim will be met in full. You can get further information about the compensation scheme arrangements from the FSCS or by visiting their website at www.fscs.org.uk.

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Touring Caravan Insurance

This Document is a legally-binding contract of insurance between YOU (the Insured) and US (Equity Red Star). The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. The contract is based on the information you provided in your statement of fact. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay, the premium.

This insurance is written in English and all communications about it will be in English.

Equity Red Star is managed by Equity Syndicate Management Limited which is authorised and regulated by the Financial Services Authority. Our registration number is 204851.

This schedule and any endorsements applying to this schedule form your Caravan Insurance Document.

Definitions

We, us, our - Equity Red Star.

Equity Red Star-is made up of the Lloyd's underwriters who have insured you under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. You can ask us for names of the underwriters and the share of the risk each have taken on.

You, your - The person or people named in **the schedule** and all family members who permanently live with them.

The schedule - The document showing the **caravan** we are insuring and the cover which applies.

Your caravan, the insured caravan - Any touring caravan specified in **the schedule**, whilst situated at the caravan site specified in **the schedule**.

Contents - Goods, personal belongings and clothing and other items in **your caravan** which belong to **you** or which **you** are legally responsible for.

Loss or Damage - Accidental loss, damage, theft or attempted theft.

Unoccupied - Where **your caravan** is not lived in for 24 consecutive hours by **you** or any other person with **your** permission.

Territorial limits - England, Scotland, Wales, the Isle of Man, the Channel Islands and Northern Ireland.

Endorsement - A change in the terms to the insurance which replaces the standard insurance wording, and is printed on, or issued with, **the schedule** or a revised **schedule**.

Period of insurance - The period of time covered by this insurance (as shown in **the schedule**) and any extra period for which **we** accept **your** premium.

Guidance notes

These guidance notes are to help you to understand your insurance. They do not form part of the contract. In all situations the guidance notes must be read with the full text of your document.

This document is a contract of insurance between you and us.

We rely on the information you supply. If that information is not accurate or complete, you may not be covered by this insurance.

Remember - *You must tell us about any change in the information you supplied or any change you want us to make to the document. If you don't you may not be covered by this insurance.*

Guidance notes

*These words and phrases have the meanings given whenever they appear in the **schedule** and **endorsements**.*

Perils Covered

This Section insures against Physical loss of or Damage to:

- (1) The Structure, Fixtures, Fittings and Equipment of the Caravan named in the Schedule, including outside gas cylinders,
 - (2) Contents and Personal Effects and Luggage whilst contained in the Caravan,
- from ANY CAUSE OTHER THAN AS EXCLUDED and LIMITED to the geographical limits of the United Kingdom, Channel Islands, Isle of Man and the Republic of Ireland. Cover is also extended to include cover whilst visiting a country which is a member of the European Union, Norway & Switzerland. There is no limit on the number of trips in any period of insurance but we will only cover foreign use up to a maximum of 120 days during the policy year.

Exclusions

This Section does NOT cover:

- (a) depreciation, wear and tear, moth or vermin, mildew, electrical or mechanical breakdown or mechanical breakage, damage to tyres by road puncture, cuts or bursts,
- (b) loss of use,
- (c) loss of or damage to deeds, registered bonds, cash, currency, bank notes, credit cards, negotiable documents, stamps or coins forming part of a collection,
- (d) theft or accidental loss from the Caravan whilst left unattended without being closed and locked,
- (e) loss or damage to jewellery, gold, silver, gold and silver-plated articles, furs and cameras,
- (f) breakage of brittle articles unless caused by an accident to the Caravan,
- (g) the first £50 of each and every claim,
- (h) loading and unloading from ships other than drive-on and drive-off,
- (i) any item (including articles forming a pair or set) exceeding £250 in respect of personal effects covered herein UNLESS otherwise stated in the specifications(s) attached to the Schedule.

This Section also extends to cover the reasonable repair cost of:

- (a) removing the Caravan to the nearest repairer and
- (b) its re-delivery to the address of the Insured in the United Kingdom, Channel Islands, Isle of Man and the Republic of Ireland, after repair in consequence of loss or damage as covered by this Certificate.
- (c) hotel accommodation and/or replacement Caravan hire actually incurred up to but not exceeding £50 per day with a maximum of 15 days in any one occurrence should the Caravan become unusable whilst on a tour away from the Insured/s normal place of residence. This benefit applies to the Policyholder only.

Third Party Liability

This Section extends to indemnify the Insured for:

All sums which the Insured shall become legally liable to pay for compensation for BODILY INJURY by ACCIDENT OR DISEASE, or DAMAGE TO PROPERTY of any person caused by or through or in connection with the Caravan insured hereunder.

Including also the legal liability of any friend or relative of the Insured who is using the Caravan with the Insured's permission, if not otherwise insured.

This Section does NOT indemnify the Insured against any liability:

- (a) for bodily injury by accident or disease to any person who at the time of sustaining such injury, is engaged in the Insured's service, or to any member of the Insured's family.
- (b) for damage to property belonging to, or in the care, custody or control of the Insured.
- (c) which has been assumed under contract and would not otherwise attached.
- (d) whilst the Caravan is attached to any vehicle for the purposes of being towed.
- (e) resulting from any accident caused by the Caravan or part thereof becoming detached from any towing vehicle.
- (f) arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
- (g) arising out of Road Traffic Acts.
- (h) for injury or illness arising directly or indirectly from a dog which is designated dangerous under the Dangerous Dogs Act 1991.

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Underwriters, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim, or to prosecute in the Insured's name for their own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the Insured shall, whenever possible, give all such information and assistance as Underwriters may require.

THE LIMIT OF INDEMNITY in respect of ALL claims under this Section **SHALL NOT EXCEED £1,000,000 IN ANY ONE ACCIDENT** or series of accidents arising out of any event, **PLUS** the costs and expenses incurred by the Insured with Underwriters' written consent in the defence of any such claim.

- (a) If the claim be successfully resisted by the Insured the Underwriters will pay all costs, charges and expenses incurred by the Insured in connection therewith, up to but not exceeding the sum insured under this Section of the Certificate.
- (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Underwriters to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Section of the Certificate bears to the amount paid to dispose of the claim.

CONDITIONS AND EXCLUSIONS

- (1) Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that when the Caravan is laid up and out of use the Insured shall remove it from such exposed sites as rivers, seaside and the like with a view to minimising the risks of storm, tempest and flood.
- (2) It is a condition precedent to Underwriters' Liability that the Caravan is fitted with a proprietary anti theft wheelclamp and/or hitch lock whenever left unattended. This condition is also to apply to the Caravan whilst in storage at the Insured's main address or any other storage location. Failure to comply with this condition will render theft coverage inoperable. If a theft claim has occurred within 5 years, the caravan must have a tracking device fitted.
- (3) This Certificate does not cover any accident, injury, loss, damage and/or liability caused, sustained or incurred whilst the Caravan is:
 - (a) Let for hire or reward.
 - (b) Being used other than for private purposes.
 - (c) Outside the limits of the United Kingdom, Channel Islands, Isle of Man, and the Republic of Ireland, except whilst in transit between ports thereof. It has been agreed under this contract that we will provide cover when you visit any country which is a member of the European Union, Norway & Switzerland. There is no limit on the number of trips in any period of insurance but the number of days the caravan is taken abroad must not exceed 120 days per year.
- (4) This Certificate does not cover any accident, loss or damage which at the time of the happening of such accident, loss or damage is insured by or would, but for the existence of this Certificate, be insured by any other existing Policy or Certificate except in respect of any excess beyond the amount which would have been payable under such other Policy or Certificate had this Insurance not been effected.
- (5) In respect of the Caravan or Contents, Personal Effects and Luggage the liability of the Underwriters for any loss or damage shall not exceed the respective sums insured stated in the Schedule, nor shall it exceed such proportion of the said loss or damage as the said loss or damage as the said sum bears to the total value thereof.
- (6) Upon the happening of any occurrence likely to give rise to a claim under this Section and/or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, Notice in writing, with full particulars shall be given to the Underwriters through your insurance Intermediary as soon as possible after same shall come to the knowledge of the Insured or the Insured's representatives.

Section A - The caravan

This cover only applies to your caravan

We will insure **your caravan** and its equipment, (less any excess that applies) against **loss or damage**.

This cover also includes:

- fixtures, fittings, furnishings;
 - awnings (weather damage to awnings is included. Please refer to General Conditions 1. Reasonable care); and
 - toilet tents;
- whilst in or on or attached to **your caravan**.

For a claim under this section we will either:

- pay for the damage to be repaired; or
- pay an amount of cash to replace the lost or damaged item: or
- replace the lost or damaged item.

The most we will pay (except as provided under the headings **Repairs or Replacement as new**) will be either:

- the market value of **your caravan** or its equipment immediately before the loss; or
 - the sum insured of **your caravan** or its equipment as shown in the **schedule**;
- whichever is less.

Limitations

Sum Insured

The sum is declared by **you** and should represent the full cost of the **insured caravan**. The most **we** will pay under section A is the sum insured shown on the **schedule**.

Underinsurance

If the cost of repairing or rebuilding the **caravan** is more than the sum insured at the time of any **loss or damage**, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of **your caravan**, **we** will only pay one-third of the claim.

Repairs

If **your caravan** suffers **loss or damage** which is covered under this insurance, **you** may authorise and arrange for the caravan to be taken to the nearest authorised repairer. **We** will pay for the cost of protection, removal and redelivery charges (including disconnection and reconnection costs).

You may also arrange for reasonable and necessary repairs to be carried out to **your caravan**, up to an amount of £200 as long as **you** get a detailed estimate and immediately send it to **us** with a full report of the **loss or damage**. (Please keep any parts which have been replaced.)

Replacement as new

If **your** caravan is less than 3 years old from the date of manufacture, and it is totally lost, destroyed or the cost of repairing any **loss or damage** is more than the insured value, **we** will replace **your caravan** with a new caravan of the same make, model and specification (if one is available). **We** will pay up to the sum insured in the **schedule** (plus an increase of 10% of the sum insured) for a new caravan.

Financial Interest

If the caravan belongs to someone else, or is part of a hire purchase or leasing agreement, **we** will pay an amount for the **loss or damage** to the **caravan's** legal owner, whose receipt will be a full and final discharge to **us** in respect of such **loss or damage**.

Exceptions to section A

This section of your insurance does not cover the following.

- The first £100 of any **accidental loss or damage**
- The first £250 of any **fire, theft, windstorm or flood loss or damage**

Guidance notes

*Under this section we will provide cover when **your caravan** suffers **loss or damage**. **Your caravan's** equipment and accessories are also covered.*

*These are the ways **we** will settle **your** claim.*

*The market value of **your caravan** or its equipment is the cost of replacing it with one of the same make, model, age, type and condition.*

***We** will pay the cost of removing **your caravan** to the nearest authorised repairer, if it suffers **loss or damage**.*

*This part shows **you** what **you** have to do if **your caravan** needs repairing.*

*If the **caravan** is on hire purchase or belongs to someone else **we** will settle the claim directly with them.*

***Important:** There are certain circumstances which are not covered and these are shown opposite.*

Section B - The contents

This cover only applies to contents in your caravan

We will pay up to the sum insured shown in the schedule, for loss or damage to contents (that are not insured elsewhere) which belong to you or which you are legally responsible for, whilst they are in your caravan.

Limitations

We will not pay more than £250 for any one item.

Matching sets

We will not pay the cost of replacing undamaged items forming part of a pair or set.

Sum insured

The sum insured is declared by you and should represent the full cost of the contents. The most we will pay under section B is the sum insured shown on the schedule.

Underinsurance

If the cost of repair or replacement of any of the contents is more than the sum insured at the time of any loss or damage, then you will have to pay a share of the claim. For example, if your sum insured only covers one-third of the value of your contents, we will only pay one-third of the claim.

Unoccupied

If your caravan is not on a licensed and supervised caravan site where the owner of the site, his/her agent or full-time warden or other employee is permanently on site, theft or attempted theft is not covered if your caravan is left unoccupied.

Exceptions to section B

This section of your insurance does not cover the following.

- The first £50 of any loss or damage
- Loss or damage to:
 - money, cheques, stamps or stamp collections;
 - credit and cheque cards;
 - securities for money, deeds, bonds, tickets;
 - bills of exchange, promissory notes;
 - certificates, manuscripts and documents of any kind;
 - pedal cycles or contact lenses; or
 - mobile or portable phones or pagers.
- Loss or damage to contents within awnings or other collapsible or canvas units.
- Loss or damage to contents by theft or attempted theft whilst your caravan is left unattended, unless it is closed and securely locked.

Territorial Limits

These are:

- the British Isles
- any country which is a member of the European Union;
- and any other country which meets the Motor Insurance Directives of, and is approved by, the European Commission

The Territorial Limits also include journeys by water, rail or air, between or within any of these countries.

Guidance notes

This insurance will also cover contents which belong to you, whilst they are in your caravan.

Payment for loss or damage to contents is subject to the clauses shown below.

Unless your caravan is on a licensed and supervised caravan site, we will not provide any cover for theft or attempted theft.

Important: Cover under this section does not apply to the circumstances shown opposite.

General conditions

The following conditions apply to the whole of your insurance.

1. Reasonable care

You must take all reasonable steps to protect **your caravan** from **loss or damage** and keep it in a good condition and state of repair.

You must let us examine **your caravan** at any reasonable time.

2. Telling us about a change

You must tell us, as soon as possible, about any change in the information given to us which is relevant to this insurance. If you don't, **your** insurance may not be valid or may not cover you fully. If you are not sure whether any information is relevant you should tell us anyway.

3. Claims

When a claim or possible claim occurs, you must tell us in writing as soon as possible.

For claims made under this insurance you must give us (at your own expense) any documents, information and evidence we need. You must also tell the police immediately if the claim is caused by riot, malicious acts, theft or an attempted theft. (Please ensure that you are given a crime reference number.)

You must take all reasonable steps to recover any lost or stolen property and to prevent any further **loss or damage** occurring.

You must send us any claim, letter, writ or summons (without answering them) as soon as you receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without our prior written permission.

4. Our rights after a claim

We can:

- take over, conduct, defend or settle any claim; and
- take proceedings, at our own expense and for our own benefit, to recover any payment we have made under this insurance.

We will take this action in your name or in the name of anyone else covered by this insurance. You, or the person whose name we must use, must co-operate with us on any matter which affects this insurance.

5. Fraudulent claims

If a claim is made which you or anyone on your behalf knows to be false, fraudulent or exaggerated, we will not pay the claim and cover under this insurance will end without our returning your premium.

6. Other insurance

If, at the time of any liability, loss or damage covered under this insurance, you have any other insurance which covers the same loss, damage or liability, we will only pay our share of the claim.

7. Cancellation

You may cancel this insurance at any time by giving us 14 days' notice. If you have not made a claim in the current **period of insurance**, We will calculate the charge for the time you have been covered by your insurance (using our short-period rates) subject to us retaining the minimum premium which applies at the time.

We may cancel this insurance by sending 14 days' prior notice to your last known address. We will refund the part of your premium which applies to the remaining **period of insurance**. We will send this refund via your insurance adviser.

Cancellation Rates

1 Month - 80%
2 Months - 70%
3 Months - 60%
4 Months - 55%
5 Months - 50%
6 Months - 40%
7 Months - 35%
8 Months - 25%
9 Months - 15%
10 Months - 10%

If a cancellation occurs during the 14 day cooling-off period we will charge pro-rata subject to a minimum of £21 including insurance premium tax.

If a total loss claim occurs after the 14 day cooling-off period there will be no refund in premium.

8. Disagreement over amount of claim

If we accept your claim, but disagree over the amount due to you, the matter will be passed to an arbitrator who both you and we agree to. When this happens, the arbitrator must make a decision before you can start proceedings against us.

9. Drainage

While the caravan is **unoccupied** during the period 1st October to 31st March (inclusive), all main supplies must be turned off and the water and central-heating systems must be drained.

Guidance notes

This part describes certain responsibilities and procedures.

You must keep your caravan in a good condition and state of repair and take all reasonable care to prevent loss or damage.

The procedure for reporting loss or damage to us.

- Report any incident to us as soon as possible.
- Immediately tell us about any writ or summons.

No one may admit any liability or negotiate any claim without our written permission.

Once you have asked us to deal with a claim under this insurance, we have the right to conduct the negotiations as we see fit.

We will not pay a claim which is false, fraudulent or exaggerated.

If a claim is also covered under any other insurance, we will only pay our share of the claim.

We may cancel the insurance by sending you 14 days' notice. If we do so, you are entitled to a refund of part of your premium.

When we accept a claim but we disagree over the amount we will pay, the matter will be referred to an arbitrator for a decision. A decision must be made before you can take any legal action against us.

When your caravan is unoccupied you must turn off all main supplies and drain water and central-heating systems.

General exceptions

These general exceptions apply to the whole insurance.

Your insurance does not cover the following.

1. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
 - pressure waves caused by aircraft and other flying objects.
2. Any result of war, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, or military or usurped power.
3. Any liability, loss or damage arising:
 - from the use of any solid fuel stove unless it is the manufacturer's standard design and installed by them;
 - from the use of any portable oil heating appliances;
 - where the **insured caravan** is not being issued for social, domestic and pleasure purposes;
 - from the detention or confiscation of any insured property by the customs or any other authority;
 - from depreciation, wear and tear, mechanical or electrical failures or breakdowns;
 - from mildew, moth, vermin or any gradual cause;
 - from theft or any malicious act caused by **you**, **your** employees or any occupant or user of the **insured caravan**; or
 - whilst **your** caravan is let for hire or reward.
4. Loss of use.
5. Any liability, loss or damage if any of the terms and conditions of this insurance have not been met.

Guidance notes

Throughout the insurance **you** have seen exceptions which apply to each section. These general exceptions apply to all the sections.

Direct or indirect accident, injury, loss, damage or legal liability occurring as a result of the items specified opposite are not covered.

You must observe all the terms, exceptions and conditions of this insurance.

Endorsements

Important - This appendix forms part of the insurance.

An **endorsement** only applies if the **endorsement's** number is shown in the relevant place in **your schedule**.

The general terms, conditions and exceptions apply to all **endorsements**.

Endorsement number C1 - Excess clause (Caravan)

We will not pay the first amount shown in **the schedule** for any claim under section A (The caravan).

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number C2 - Excess clause (Contents)

We will not pay the first amount shown in **the schedule** for any claim under section B (The contents).

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number C3 - Other interest

The name shown in **the schedule** has a financial interest in the **insured caravan**.

Endorsement number C4 - Matching sets

The limitation in section B (The contents) relating to matching sets is deleted and replaced with the following:

We will pay the cost of replacing unbroken and undamaged items forming part of a pair or set.

Endorsement number C5 - Tracker clause

It is a requirement of this policy that the caravan stated within **the schedule** of insurance is fitted with a fully operative tracking device. **We** will not pay out in the event of a theft claim if the tracking device is not in operation whenever left unoccupied for any length of time.

Guidance notes

An **endorsement** alters the cover provided by either all or part of **your** insurance.

An **endorsement** only applies if the number of the **endorsement** appears in **your schedule**.