# TOURING CARAVAN INSURANCE

This is your Touring Caravan Insurance Document. Pease 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.

If you have any cause to complain, or you feel that we have not kept our promise, please contact your insurance adviser. When you do this, quote your policy number.

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 & 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 March Wall, London E14 9SR. (These procedures do not affect your right of take legal action if necessary.)

Financial Services Compensation Scheme (FSCS).

As we are members if the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will only cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third-party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk.

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# The contract of insurance

This document, the schedule and any endorsements form a legally binding contract of insurance between you and us.

The contract does not give, or intend to give, rights to anyone else. No-one else lias 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 proposal or statement of insurance. The insurance provided by this document covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium. The insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Lloyd's Syndicates 4444 and 958. Managed by Canopius Managing Agents Limited. Firm Reference Number 204847. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Caravan Insurance Claims - 0845 485 9901

This phone number is for registering new claims covered under this policy. It is open 24 hours a day, 365 days a year. In all cases please report claims as soon as possible so that we can take any action necessary.

## **Definitions**

We, us, our - The insurer named on the Schedule, which is made up of the Lloyd's Underwriters who have insured you under this Contract. Each Underwriter is only liable for their share of the risks and not for any other's share. You can ask us for the names of the Underwriters and the share of the risk each has 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 - United Kingdom, Channel Islands, the Isle of Man, EU Countries, Norway and Switzerland.

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 cover by this insurance (as shown in the schedule) and any extra period for which we accept your premium.

Market Value - The cost of replacing your caravan and contents with items of a similar type and age less a deduction for wear and tear and/or depreciation.

# Perils Covered

This Section insures against Physical loss 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 and the Isle of Man. 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 and Isle of Man, 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 to the Public

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 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 proprietory 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 and the The Isle of Man, 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 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

# Section B - The contents

This cover only applies to the 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 United Kingdom, Channel Islands, Isle of Man, Norway and Switzerland;
- 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.

# 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 any 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.

If a cancellation occurs during the 14 day cooling-off period we will charge pro-rata subject to a maximum of £25 including premium tax. If a total loss claim occurs after the 14 day cooling-off period there will be no refund of premium.

CancellationRates
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%

# 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 proceeding against us.

# 9. Drainage

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

## 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. 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. Radioactive contamination and Nuclear Assemblies Exclusion

This policy does not insure

loss of or any damage to any property, any resulting loss or expense or any legal liability that is caused by or contributed to, or that arises from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly.
- 4. 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.
- 5. Loss of use.
- 6. Any liability, loss or damage if any of the terms and conditions of this insurance have not been met.

## **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