



CANOPIUS

# TOURING CARAVAN INSURANCE

This is **your** 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.

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 Complaints department of Lloyd's to review **your** case.

The address is: Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Telephone: 020 7327 5693. Fax: 020 7327 5225. E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com) or [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 0234 567. E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(These procedures do not affect **your** right to take legal action if necessary.)

## **Financial Services Compensation Scheme (FSCS).**

As we are members of 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](http://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 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** 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 Syndicate 4444. Managed by Canopus 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 –0303 366 9000

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 sites 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 ASEXCLUDED 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 proprietary anti theft wheel clamp 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 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 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.
- (7) Sanctions - **We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 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 Accidental Damage, Fire, Theft and Malicious Damage for caravans valued up to £5,000
- The first £150 Accidental Damage, Fire, Theft and Malicious Damage for caravans valued £7,501 to £10,000
- The first £200 Accidental Damage, Fire, Theft and Malicious Damage for caravans valued £10,001 to £15,000
- The first £250 Accidental Damage, Fire, Theft and Malicious Damage for caravans valued £15,001 to £20,000
- The first £350 Accidental Damage, Fire, Theft and Malicious Damage for caravans valued £20,001 to £30,000
- The first £250 Windstorm & Flood

## 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. How to cancel this policy

#### Cooling off period

**You** are entitled to cancel this policy by writing to **your broker** within fourteen (14) days of either:

- the date **you** receive this policy; or
  - the start of the **period of insurance**
- whichever is the later.

#### Cancellation outside the cooling off period

**You** can also cancel this policy at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this policy has been in force and whether **you** have made a claim.

If **you** have not made a claim **we** will calculate the charge for the time **you** have been covered by your insurance (using our cancellation rates) subject to **us** retaining the minimum premium of £25 plus IPT; **We** can cancel this policy by giving **you** thirty (30) days' notice in writing.

**We** will only do this for a valid reason (examples of valid reasons are as follows):-

Non payment of premium

- A change in risk occurring which means that we can no longer provide you with insurance cover
- Non-cooperation or failure to supply any information or documentation we request
- Threatening or abusive behaviour or the use of threatening or abusive language

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%

### 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 be 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 length of time.