

Novae

TOURING CARAVAN INSURANCE

This is your Novae Underwriting Limited 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. If you are not happy with the way the matter is dealt with, please write to the Compliance Officer, Novae Underwriting Limited. When you do this, quote your policy number, which is on your schedule. Send your complaint to:

Novae Underwriting Limited
71 Fenchurch Street
London
EC3M 4HH

- 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.)

The Financial Ombudsman Service 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.

Financial Services Compensation Scheme (FSCS)

If we are not able to meet our liabilities under this insurance, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). 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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The contract of insurance

This document is a legally binding contract of insurance between you (the Insured) and us (Novae Underwriting Limited).

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.

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 terms of this insurance. However, this does not affect any other rights they might have.

Novae Underwriting Limited (NUL), a Lloyd's Service Company underwriting on behalf of Syndicate 2007 at Lloyd's, and whose registered office is at 71 Fenchurch Street London EC3M 4HH. Novae Underwriting Limited is authorised and regulated by the Financial Services Authority. FSA No. 311833.

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.*

Definitions

We, us, our – Novae Underwriting Limited.

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

Schedule – the document showing the caravan **we** are insuring and the cover which applies.

Your caravan, insured caravan – any touring **caravan** specified in the **schedule** together with an awning, fixed motor mover, fixtures and fittings included in the manufacturer's original specification.

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(s) – 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.

Home – within the boundaries of **your** permanent place of residence but excluding communal parking areas and any public road or highway.

Guidance notes

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

Conditions and exclusions

- (1) Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that when the **insured 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 the underwriters' liability that the **insured 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 **insured 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 five years, the **insured caravan** must have a tracking device fitted.
- (3) This certificate does not cover any accident, injury, **loss or damage** and/or liability caused, sustained or incurred whilst the **insured 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 and Switzerland. There is no limit on the number of trips in any **period of insurance** but the number of days the **insured caravan** is taken abroad must not exceed 60 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 **insured 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**.
- (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 condition 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 this section is the sum insured shown on the **schedule**.

Under-insurance

If the cost of repairing or rebuilding the **insured 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 **insured 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.)

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

Section A – The caravan (continued)

Replacement as new

If **your caravan** is less than three 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 **insured 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 **insured caravan's** legal owner, whose receipt will be a full and final discharge to **us** in respect of such **loss or damage**.

Cover is also extended to include cover whilst visiting a country which is a member of the European Union, Norway and 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 60 days during the policy year.

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**.
- **Loss or damage** to the **caravan** while the **caravan** is not being used unless it is kept at **your home** or at a storage address **you** have written and told **us** about and which **we** have accepted.

Guidance notes

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 this section is the sum insured shown on the **schedule**. A deduction will be made for wear and tear for:

- clothing;
- household linen;
- camping equipment; or
- accidental damage to audio and visual units including television sets and video recorders.

Under-insurance

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.
- jewellery, gold, silver, furs and cameras.

Loss or damage to contents within awnings or other collapsible

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

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.



Section C – Liability to the public

Liability arising out of the ownership, possession or use of your caravan.

We will insure **you**, and any person using **your caravan** with **your** permission, for all amounts which **you** become legally liable to pay for accidents happening in and around **your caravan** which result in:

- bodily injury to any person other than **you** or a domestic employee; or
- **loss or damage** to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance** and within the **territorial limits** of this insurance, and which are caused by or arise out of the ownership, possession or use of **your caravan**.

We will not pay more than £1,000,000 for any one event. However, **we** will also pay any costs and expenses **we** have agreed to in writing.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

Costs and expenses

If **we** first agree in writing, **we** will pay:

- solicitors' costs if anyone **we** insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- costs and expenses **we** agree to.

Exceptions to Section C

Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.

Any liability which is more specifically insured by other insurance.

Any Liability whilst **your caravan** is attached to any vehicle for the purposes of being towed or resulting from any accident caused by **your caravan** or part thereof becoming detached from any towing vehicle or arising out of Road Traffic Acts;

Any Liability for injury or illness arising directly or indirectly from a dog which is designated dangerous under the Dangerous Dogs Act 1991.

Any Liability arising directly or indirectly out of the transmission of any communicable disease or condition by **you**.

Guidance notes

This section shows the cover provided for claims made by other people for injury to them or damage to their property.

*This part covers claims made against **you**.*

*If **you** die, cover will pay the solicitors' fees for representing or defending anyone **we** insure. **We** will pay any costs and expenses **we** have agreed to.*

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

Section D – General extensions

This section also extends to cover the reasonable cost of hotel accommodation actually incurred up to but not exceeding £50 per day, with a maximum of 15 days in any one occurrence, should the **insured caravan** become unusable whilst away from the policyholder's normal place of residence. This benefit applies to the policyholder only.

Guidance notes

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** and awnings from **loss or damage** and keep them 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 phone **us** on 0844 856 2058 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 or damage** or liability, **we** will only pay **our** share of the claim.

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 an 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.*

General conditions (continued)

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 advisor.

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.

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 total loss claim occurs after the 14 day cooling off period, there will be no refund or 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 **insured 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

***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 or 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,
 - damage to tyres by road puncture, cuts or bursts;
 - 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 (apart from the cover provided in Section D – General extensions).
5. Any liability, **loss or damage** if any of the terms and conditions of this insurance have not been met.
6. Where the **caravan** is not being used for social, domestic or pleasure purposes.
7. Where the **caravan** is being used as a permanent residence.

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 or 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 the **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 **insured caravan** stated within the **schedule** 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 the **schedule**.*