

# Touring Caravan Insurance

**POLICY WORDING** 



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#### WELCOME TO YOUR TOURING CARAVAN INSURANCE POLICY

#### Your insurers

Thank You for choosing the Touring Caravan Insurance which is arranged and administered by Adrian Flux Insurance Ltd with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Adrian Flux & UK General Insurance Ltd are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Please take time to read the contents of this policy including how to make a claim.

The proposal or statement of facts and declaration made and signed by You is the basis of and shall form part of this contract.

We will provide insurance within the terms and conditions of this policy for those sections shown in the Policy Schedule against loss, damage, accident or liability occurring during any Period of Cover for which You have paid or agreed to pay and Adrian Flux have accepted the premium.

The policy, the Policy Schedule and any Endorsements are to be read as one document. The insurance applies throughout the United Kingdom except where We say otherwise.

#### **CANCELLATION**

If You decide that for any reason, this policy does not meet Your insurance needs then please return it to Adrian Flux within 14 days of issue. On the condition that no claims have been made or are pending, Adrian Flux will then refund Your premium in full.

Thereafter You may cancel the insurance cover at any time by informing Adrian Flux however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to You at Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## INTRODUCING YOUR POLICY

## This is Your policy please keep it in a safe place.

Please read the policy, Policy Schedule and any Endorsements carefully. If You have any queries or wish to change Your cover, You should contact Adrian Flux Insurance Ltd immediately on **0845 458 3075** 

## **Insured Values**

It is up to You to make sure the amounts You are insured for represent the full value of Your Caravan and Caravan Contents.

If You do underinsure, any payment made following a claim will be adjusted to reflect the percentage of underinsurance. You can increase Your Sums Insured at any time by contacting Adrian Flux Insurance Ltd.

## **Changes in Your Circumstances**

It is important that You keep Adrian Flux advised of any change in Your circumstances. Your policy has been based on the information You have given Adrian Flux in the proposal and You must advise Adrian Flux immediately of changes such as:

- A change of Caravan
- A change in Your Home or Storage Address You have given Adrian Flux, which We have accepted
- Whether You or any member of Your Family be declared bankrupt or are convicted of any criminal offence
- A change to the security of the Caravan which We have accepted.

Where there is a change and this results in an additional or return premium an administration charge will be made.

#### **DEFINITION OF TERMS**

The following words or expressions carry the meaning shown below wherever they appear in this policy.

# 1. Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

# 2. Audio and Visual Equipment

Television receivers, radios, video recorders and other Audio and Visual Equipment, cameras and their equipment and accessories, binoculars and similar optical instruments.

#### 3. Caravan

The structure of the touring Caravan described in the Policy Schedule together with awnings, standard manufacturer's fixtures and fittings.

#### 4. Caravan Contents

Standard caravanning equipment and all additional equipment owned by You or Your Family whilst in the Caravan, or close proximity whilst in use. Close proximity is within 2 metres of the Caravan whilst it is in use.

# 5. Claims Administrator/Helpline

The MB&G Insurance Services Ltd

21-26 Howard House

**Howard Street** 

North Shields

Tyne & Wear

**NE30 1AR** 

#### 6. Collections

Stamp, medal, coin, firearm and similar Collections of intrinsic value (not being Works of Art or Valuables).

#### 7. Credit Cards

Credit Cards, cheque guarantee cards and cash dispenser cards issued in the United Kingdom.

## 8. Description of Use

When You or Your Family are using or visiting Your Caravan for holiday purposes.

#### 9. Excess

The first part of any claim that You must pay.

## 10. **Home**

Within the boundaries of Your permanent residence, but excluding communal parking areas and any public road or highway.

# 11. Insured/You/Your

The person or persons named in the Policy Schedule.

## 12. Period of Cover

The period between the start date and end date stated on the Policy Schedule not to exceed 12 months.

## 13. Personal Effects, Clothing and Luggage

Wearing apparel and personal articles designed to be worn or carried on or about the person.

# 14. Personal Money

Coins and bank notes used as legal tender, cheques, postal, money or giro orders, unused postage stamps (not in a collection), savings stamps and certificates, trading stamps (affixed in a book), phone cards, premium bonds, luncheon vouchers, travellers cheques, travel tickets, season tickets (when not recompensed by the issuing authority), gift, record or similar tokens all belonging to You or Your Family.

# 15. Policy Schedule

Confirmation of cover, showing details of the Period of Cover, Caravan insured, limits of indemnity, Your details and premium.

## 16. Sports Equipment

Items of equipment and specialist Clothing which are usually worn, carried or used in the course of participating in a recognised sport.

#### 17. Sum Insured

The amount declared by You under the Sum Insured section of the Policy Schedule.

# 18. Storage Address

The location where the Caravan will be kept, details of which have been given to Adrian Flux and which We have accepted.

#### 19. Territorial Limits

The United Kingdom, Northern Ireland, Channel Islands and Isle of Man.

#### 20. Unattended

Any time the occupier/s (You, Your Family or friends) are more than 2 metres from the Caravan.

## 21. Valuables

Gold and silver articles, watches, jewellery, cups, trophies and the like, furs, mobile phones and portable audio, computer equipment and gaming consoles.

#### 22. We/Us/Our

UK General Insurance Ltd on behalf of Ageas Insurance Limited.

#### 23. Works of Art

Curios, objects d'art, sculptures, carvings, paintings, china, glass, antiques, pictures and drawings.

# 24. Your Family

Your spouse/civil partner, children and any other member of Your Family permanently residing with You.

## SECTION 1 - CARAVAN & CARAVAN CONTENTS

#### What is Insured

Loss or damage as a result of Accidental Damage, fire, explosion, lightning and earthquake, theft, malicious acts or vandalism, storm or flood to:

- 1. The Caravan stated in the Policy Schedule.
- 2. Caravan Contents, Personal Effects, Clothing and Luggage, Audio and Visual Equipment and Sports Equipment while in the Caravan or the towing vehicle; while in use in accordance with the Description of Use and up to the Sum Insured shown in the Policy Schedule.

#### **Exclusions**

The amount of the Excess shown in the Policy Schedule;

- 1. We will not pay for loss or damage to Caravan generators or damage to the Caravan resulting from using generators
- 2.Loss or damage to awnings and tents caused by weather conditions or if not attached securely to the Caravan
- 3. Loss or damage caused by domestic pets
- 4. Resulting from road traffic accidents if the Caravan is not road worthy
- 5. Faulty workmanship, design or using faulty materials
- Water damage resulting from water leaking in through windows, doors, ventilators, body joints or seals

- 7. Towing Your Caravan if Your Caravan exceeds the manufacturers recommended kerb/towing weight
- 8. Any loss or damage that occurred prior to the commencement of this insurance
- 9. Any property more specifically insured
- 10. Any one item of Caravan Contents, Personal Effects, Clothing and Luggage, Audio and Visual Equipment or Sports Equipment exceeding £250
- 11. Contact or corneal lenses
- 12. Valuables, Personal Money, Credit Cards, Collections, Works of Art
- 13. Theft of Caravan Contents unless there is evidence of forcible and violent entry or exit to or from the Caravan
- 14. Loss or damage caused:
  - i. By riot, civil commotion or strikes outside United Kingdom, the Channel Islands or the Isle of Man
  - ii. By wear and tear, deterioration, insect, mildew, vermin, atmospheric conditions, action of light or any other gradually operating cause
  - iii. By mechanical, electrical or computer breakdown, failure or derangement
  - iv. To tyres by punctures cuts or bursts or application of brakes
  - v. By confiscation, detention or seizure by customs or other officials or authorities
  - vi. To Personal Effects, Valuables, Clothing and Luggage, Audio and Visual Equipment or Sports Equipment while the Caravan is not in use by You or Your Family
  - vii. By theft of any unfixed Caravan Contents, Personal Effects, Clothing and Luggage Valuables, Audio and Visual Equipment or Sports Equipment unless You or Your Family are in residence in the Caravan at the time of the loss or damage and the Caravan is securely locked and all windows are tightly closed and locked where possible
  - viii. To Audio and Visual Equipment left in the Caravan at Your Home or the Storage Address
  - ix. While being used as a permanent residence or for any trade, business or profession
  - x. Caravans that are homemade, custom built or modified from manufacturer's standard build.

# **Extensions**

This Section also insures You for:

## 1. Additional Costs

Following loss or damage to the Caravan We will pay the costs of:

- i. Its protection and removal to the nearest competent repairers and return to Your Home or the Caravan's usual Storage Address, detailed on Your Policy Schedule and approved by Us
- ii. If the Caravan is damaged outside the United Kingdom and cannot be economically repaired before You intend to return Home, We will pay the cost of:
  - a. Removing the Caravan to the port of embarkation
  - b. Any additional freight charges from that port to the United Kingdom
  - c. Returning the Caravan from the United Kingdom port to Your Home
  - d. Any customs duty You have to pay on the Caravan following temporary importation into any country in the Continent of Europe

e. If it cannot be repaired, We are entitled to deal with the salvage, but this does not mean that property can be abandoned to Us.

#### **Exclusions**

The loss of any customs deposit as a consequence of any wilful act by You.

# 2. Alternative Accommodation

Additional payments while the Caravan is being used by You or Your Family for touring or holiday purposes for hiring another equivalent Caravan or other alternative accommodation for a maximum of 15 days in any one Period of Cover if the Caravan becomes uninhabitable as a result of loss or damage that is covered by this policy.

#### **Exclusions**

- 1. Any amount exceeding £75 per day
- 2. Any loss where a valid claim has not been accepted by Us under Section 1.

## 3. Use in the Continent of Europe

Cover extends to include use on the Continent of Europe including the journey by recognised sea routes.

#### **Exclusions**

Use in excess of 90 days in any one Period of Cover unless Your Policy Schedule specifies a higher limit.

# **Specific Conditions**

## Claims Settlement

Following loss or damage We will pay the cost of repair or replacement without deduction for wear and tear or depreciation except where:

- 1. Any item of linen or Clothing is over 2 years old.
- 2. The Sum Insured is less than the total cost of replacement as new.
- 3. The Caravan is older than 5 years from new, or was older than 2 years from new at inception of this policy.
- 4. The Caravan is no longer produced in which case We may replace the Caravan with an equivalent specification model.

# Alternative Accommodation and Hiring Charges

You are required to keep all receipted bills or other proof of additional expenses. In respect of the hiring out of an alternative Caravan or alternative accommodation a complete record of all appropriate names and addresses of intended periods of hire, charges paid or chargeable and identification of which Caravan is in question is required if more than one is Insured.

## Theft of Touring Caravans

If the Caravan is detached from the towing vehicle and Unattended a hitch lock and a wheel-clamping device must secure the Caravan.

Cover for theft of the Caravan or of any unfixed items within the Caravan is excluded if the Caravan is left Unattended in a lay-by or any informal parking area.

The Caravan must only be stored at Your Home when not in use, or at the address of a relative or friend, a CaSSOA approved storage location or at a Storage Address notified to Adrian Flux and approved by Us. If the Caravan is both Unattended and in use You must ensure it cannot be moved by the fitting of a hitch lock and either a wheel or axle lock.

## **Total Loss Procedure**

Should the Caravan be subject to a total loss claim, the policy will be cancelled from the date of the loss, without a refund of premium.

#### **SECTION 2 - LIABILITIES**

## What is Insured

We will indemnify You or Your Family against all sums which You become legally liable to pay as damages for:

- 1. Accidental bodily injury (including death or disease) to any person occurring during the Period of Cover in connection with the use of the Caravan
- 2. Accidental loss or damage to property occurring during the Period of Cover in connection with the use of the Caravan.

#### **Exclusions**

- 1. Liability arising from:
  - a. Any trade, business or profession
  - b. Any wilful or malicious acts by You or Your Family
  - c. The Caravan while attached by any means to a vehicle
  - d. Any action brought against You or Your Family in any court outside the European Community
- 2. Liability for loss or damage to property belonging to You or Your Family or held in trust by You or in Your custody or control
- 3. Liability that is insured by or would but for the existence of this section be insured by another policy
- 4. Accidental bodily injury (including death or disease) to You or Your Family
- 5. Liability created by any agreement, unless You would have been liable without the agreement.

The total amount We will pay in respect of all damages arising from one source or original cause will not exceed the Limit of Indemnity stated in the Policy Schedule against the corresponding contingency. We will in addition pay legal costs and expenses recoverable by the claimant and all costs and expenses agreed by Us in writing.

# Personal Representatives

Should You or a member of Your Family die having incurred liability for an event covered by this Section the legal personal representatives will have the benefit of this Section.

#### **GENERAL EXCLUSIONS**

These apply to the whole policy.

## This policy does not cover:

#### 1. War and Similar Risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 2. Radioactivity

Damage to any property or any resulting loss or expense or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

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

# 3. Sonic Bangs

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

# 4. Agreements

Any liability arising from an agreement that would not have existed in the absence of that agreement.

## 5. Pollution

Loss including any loss of value, damage, injury or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a Period of Cover provided by this policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.

# 6. Date Recognition

Loss or damage or any expense, consequential loss or legal liability (other than to Your domestic employees) directly or indirectly caused by or contributed to by or arising from:

- i. The failure of the programming of a computer chip or computer software to recognise any date or to function correctly according to a true calendar date.
- ii. Computer viruses.

But this shall not exclude subsequent loss or damage or any expense, consequential loss or legal liability not otherwise excluded which itself results from the operation of an insured cause.

## 7. Wilful Damage

Any wilful or malicious act by a person lawfully at or in the Caravan.

## 8. Terrorism

Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as a direct or indirect consequence of Act(s) of Terrorism.

For the purpose of this exclusion Act(s) of Terrorism will mean loss, destruction or damage caused by, or contributed to by, or arising from the use or the threat of use of any chemical, biological or biochemical weapon, or any nuclear device or radioactive substance by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## **GENERAL CONDITIONS**

# These apply to the whole policy.

# Policy Terms

Our liability to make a payment under this policy is conditional upon:

- 1. The truth of Your statements and answers in the proposal to the best of Your knowledge and belief.
- 2. You and Your Family observing the terms of this policy.

## Changes in Your Circumstances

It is important that You keep Adrian Flux advised of any change in Your circumstances. Your policy has been based on the information You have given Adrian Flux in the proposal and You must advise Adrian Flux immediately of changes such as:

- A change of Caravan
- A change in Your Home or Storage Address You have given Adrian Flux, which We have accepted
- Whether You or any member of Your Family be declared bankrupt or are convicted of any criminal offence
- A change to the security of the Caravan which We have accepted

Where there is a change and this results in an additional or return premium an administration charge will be made.

# Care

#### 1. Items insured

You and Your Family must take steps to prevent loss or damage to and maintain the items insured in good condition.

# 2. Liability

You and any other person to whom this insurance applies must take all steps to prevent loss, damage or accident.

## Fraud

If any claim is in any respect fraudulent or unfounded all benefits under the policy will be forfeited.

## Claims

## Your duties

In the event of a claim or possible claim under this policy:

## 1. You or Your Family must:

- i. Without unnecessary delay advise MB&G by phone **0191 258 8123** or email claims@mbginsurance.com
- ii. If any item covered by this policy is stolen, lost or maliciously damaged notify the police immediately
- iii. Take steps to recover any lost or stolen item
- iv. Forward to Us any letter, writ, summons or other legal document unanswered
- v. Provide all reports, certificates, plans, specifications, any other supporting documents, information and assistance which We may require to settle or resist any claim or to institute proceedings against another party.

# 2. You or Your Family must not:

i. Make any admission, offer or promise of any payment or negotiate in any way without Our written consent.

## Our Rights

#### We will be entitled to:

- 1. Enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to Us
- 2. Take over and conduct in Your name or the name of any member of Your Family the defence or settlement of any claim

- 3. Take legal action in Your name or the name of any member of Your Family for Our own benefit against any other party in order to recover any payment We have made
- 4. Have full discretion in the conduct of any proceedings and in the settlement of any claim.

#### Limitation

We may at any time for a claim or series of claims for which You or Your Family are entitled to indemnity against Your legal liability pay You:

1. The limit of indemnity less any amount(s) already paid.

Or

2. Any lesser amount for which such claim(s) can be settled.

After the payment has been made We will have no further responsibility in connection with the claim(s) except for costs and expenses incurred before the date of payment.

#### Other Insurance

If there is any other insurance covering the same loss, damage or liability We will not pay more than Our rateable share.

#### Cancellation

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to You at Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

# Payment of Premiums by Installments

Where the premium for this policy is paid by monthly installments each payment must be paid when due otherwise all benefit under this policy will be forfeited and the policy cancelled by giving You 14 days notice.

# The Law Applicable to This contract

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the Territorial Limits in which Your main residence is situated.

## Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions Adrian Flux may ask as part of Your application for cover under the policy
- b) to make sure that all information supplied as part of Your application for cover is true and correct
- c) tell Adrian Flux of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

## **COMPLAINTS PROCEDURE**

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the procedure outlined below.

If Your complaint is about Your policy please contact Adrian Flux Insurance Ltd at:

## Adrian Flux Insurance Ltd

East Winch Hall East Winch King's Lynn PE32 1HN

Tel: 0844 888 3000

If Your complaint about the sale of Your policy cannot be resolved by the end of the next working day Adrian Flux will pass it to:

The Customer Relations Manager UK General Insurance Ltd Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

If Your complaint is about the handling of Your claim please contact:

The Managing Director
MB&G Insurance Services Limited
21-26 Howard House
Howard Street
North Shields
Tyne & Wear
NE30 1AR

Tel: 0191 258 8123

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 05385A.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service (FOS). This also applies if You are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

South Quay Plaza 183 Marsh Wall London E14 9SR

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

#### MAKING A CLAIM

If You need to make a claim simply contact Our Claims Helpline for immediate assistance and advice. The Claims Helpline operates 9am to 5pm Monday to Friday on **0191 258 8123** alternatively You can email: claims@mbginsurance.com

You will be asked to provide details of Your claim to one of the advisors. This notification must be within 14 days of the incident that has led to the claim.

You may take action of a temporary nature to protect the Caravan and make good any damage as a result of the claim such as boarding up damaged windows and doors.

Where possible You should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for the Claims Administrator to inspect.

Any incident of vandalism, theft or loss must be reported to the Police immediately and a crime reference number obtained.

If any person is claiming against You or Your Family, any correspondence You receive should not be answered but must be sent to the Claims Administrator without delay. Do not attempt to negotiate any claim without Our written consent.

You will be required to produce bona fide proof of ownership of Your Caravan and Caravan Contents in the event of a claim. Do not therefore leave any important documents in Your Caravan. Do not admit liability or promise to make any payment.

UK General Insurance Ltd is an agent of Ageas Insurance Limited and in the matters of a claim act on their behalf.

Failure to advise Adrian Flux of any changes might prejudice any claim You may make or the validity of the policy.

#### **COMPENSATION SCHEME**

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about the compensation scheme arrangements from the FSCS.

## **DATA PROTECTION ACT 1998**

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

# CLAIMS & UNDERWRITING EXCHANGE REGISTER (CUE)

We may use Your personal information to prevent crime. In order to prevent crime We may: share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. We may pass Your personal information to the operators of these registers, including but not limited to information relating to Your insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.