

TOURER CARAVAN POLICY DOCUMENT

UMR B6839P18099

The contract of insurance

This policy, the schedule of insurance and any endorsements set out what is and what is not covered, together with the maximum claims limit and any special terms that may apply. They form the contract of insurance between **You** and **Us** and should be read together. Please read them carefully to make sure they provide the cover you need. **You** should keep them in a safe place. **You** may need them if you have to make a claim. This policy is based on the information **You** gave when **You** applied for the insurance and **Your** agreement to pay for it. **You** must tell **Us** about any changes in this information as soon as possible, please refer to General Conditions on pages 3 & 4 for examples of changes we would expect to be notified of.

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 (Right 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.

Data Protection Act 1998

You should understand that any information **You** have provided will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

DEFINITIONS

In this Policy certain words are defined and whenever they are used will have the meaning shown below:-

1. **PERIOD OF INSURANCE** - the period this insurance is in force as described in the schedule and for which the **We** have accepted the premium.
2. **YOU/YOUR/THE INSURED** - the person named in the schedule.
3. **YOUR FAMILY** - the person you are married to or live with as if you were married, children and Any other person who permanently lives with you, other than lodgers and any other paying guests.
4. **THE INTERMEDIARY** - Park Home Assist Insurance Services, Royal House, Queenswood, Newport Pagnell Road West, Northampton, NN4 7JJ.
5. **WE / US / OUR** Underwritten by Lloyd's Syndicate 4444 who are managed by Canopus Managing Agents Limited
6. **THE SUM INSURED** - the sum insured shown in the schedule.
7. **THE PREMIUM** - the amount shown in the schedule as the Total Premium.
8. **THE CARAVAN** - any caravan which is described in the schedule or a subsequent endorsement including its fixtures and fittings and equipment including refrigerators, gas bottles, steps, balconies, batteries, stabilisers, wheel clamps, generators and the like, but excluding awnings, and which is your sole property.
9. **CONTENTS AND PERSONAL EFFECTS** - articles of personal use, clothing, luggage and general household goods, including portable television sets whilst contained within the caravan and belonging to you or your family.
10. **THE AWNING** - the awning stated in the schedule of insurance including annexe and ground sheets.
11. **TERRITORIAL LIMITS** - the geographical areas as defined in the schedule.
12. **THE RISK ADDRESS** - the risk address stated in the schedule.

SECTION A - CARAVAN, CONTENTS, PERSONAL EFFECTS AND AWNING

We will pay for loss or damage caused by Accidental Damage, Fire, Theft, Vandalism, Storm or Flood except for loss or damage caused by flood within 7 days from the original commencement date of this insurance as shown in the schedule within the **Territorial Limits**:

(A) (i) to The Caravan and following such damage for the reasonable cost of:-

- (1) protection and removal to the nearest repairers.
- (2) delivery after repair to **You** within the British Isles (NB: this policy does not cover any costs incurred for the return of **The Caravan** to the British Isles from any other country).
- (3) delivery after repair to **The Risk Address**, where **The Risk Address** shown on the schedule states that **The Caravan** is usually stored or sited on the mainland of Europe.
- (4) the disconnection and re-connection of services when **The Caravan** is removed for repair, where **The Caravan** is connected to services.

(A) (ii) to the Contents and Personal Effects

Extensions to Section A

- (a) **The Sum Insured** will not be reduced by a claim payment except in the event of **The Caravan** being stolen or totally destroyed. A new schedule will be required for any replacement Caravan.
- (b) This insurance is extended to include **The Caravan** equipment (but not **Contents and Personal Effects**) whilst contained in an Adjacent locked store provided **the** liability shall not exceed £100 in respect of any single article and £300 in total.

(A) (iii) to The Awning (subject to the limit of indemnity as shown on your schedule of insurance)

This section only applies if specified on the schedule

In the event of **The Awning** being lost or damaged beyond economic repair within seven years from the date of purchase as new, **We** will replace **The Awning** with a new one of the same manufacture and model or pay the cash equivalent. Any available

discount will be taken into account in the settlement.

Exceptions to Section A

We will not pay for:-

- (1) loss or damage to money of any kind, credit or charge cards or business books or documents of any kind.
- (2) loss of or damage to watches, jewellery, furs and articles of gold, silver or other precious metals, china, glass, porcelain, pictures, works of art, antiques, stamp, medal and coin collections, contact lenses, spectacles, items of sports equipment value £50 or over, video or photographic equipment, binoculars, telescopes, camcorders, mobile telephones, computer hardware or software, motor driven vehicles of any kind or their accessories, cycles or waterborne craft of any description.
- (3) depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rodent, rot, water leakage or any operating process.
- (4) mechanical or electrical breakdown, failure or damage.
- (5) damage to tyres unless caused by an accident to **The Caravan** or vandalism.
- (6) theft from **The Caravan** unless forcible or violent means are used to gain entry.
- (7) theft or accidental loss from **Awnings** or toilet tents.
- (8) the first amount of each and every claim or occurrence except in the event of damage solely to windows, as specified in the schedule as the Excess.
- (9) loss or damage in circumstances where a claim for damage results in **The Caravan** needing new parts or accessories which are found to be obsolete or unobtainable. Liability will be limited to the last known list price of the part or accessory required, together with the appropriate fitting charge.
- (10) any theft or loss arising from deception, financial loss, or the use of stolen, forged or invalid cheques, drafts, bank notes and the like.
- (11) loss of or damage by theft or attempted theft of **The Caravan** whilst unattended in excess of two hours, unless a wheel clamp or hitch lock of proprietary manufacture is fitted.
- (12) any loss or damage whilst **The Caravan** is let for hire or reward other than when on a fixed site.
- (13) loss or damage to **The Awning** when erected and attached to **The Caravan** when **The Caravan** is left unoccupied for seven days or more.
- (14) loss or damage when **The Caravan** is left unoccupied for a consecutive period of 7 days or more when not at **The Risk Address**.
- (15) in excess of £250 in total in any one insurance year in respect of CDs and DVDs.

Basis of Claims Settlement - Section A

(A) (i) Caravan

- (a) **We** will pay to **You** the value of the property at the time of its loss or destruction or shall at its option repair, reinstate or replace such property or any part of it, provided that the total liability of shall not exceed **The Sum Insured** or the market value whichever is the lesser amount. **We** will not be liable for that part of any repair or replacement which improves **The Caravan** or its equipment beyond the condition before the loss or damage occurred.
- (b) In the event of **The Caravan** being lost or damaged beyond economic repair within the Period of Purchase New specified in the Schedule and provided **The Sum Insured** represents the full replacement value as new, at the time of the loss or damage, **We** will replace **The Caravan** with a new one of the same manufacture and model or pay the cash equivalent at its discretion. Any available discount will be taken into account in the settlement amount.
- (c) If **You** make a claim following a motor accident that is not **Your** fault and the driver of the car that hits **Your Caravan** is not insured, **You** will not lose **Your** No Claims Bonus or have to pay any excess. This is subject to **You** providing us with the vehicle registration number, the make and model of the car and if possible, the driver's details.

(A) (ii) Contents and Personal Effects

We will pay to **You** the value of the property at the time of its loss or destruction or shall at its option repair, reinstate or replace such property or any part of it provided that the total liability hereunder shall not exceed £300, in respect of any one article, unless specified in the schedule and in total **The Sum Insured**.

SECTION B - LIABILITY TO THE PUBLIC

All the sums which **You** shall become legally liable to pay as damages in respect of:-

- (i) Accidental death of or bodily injury to any person other than **You** or any employee or member of **Your Family**.
- (ii) Accidental loss of or damage to property not belonging to or in **Your** custody or any employee or member of **Your Family** arising from use or ownership of **The Caravan**.

The limit of **Our** liability in respect of all claims arising from one cause is the amount shown in the schedule plus legal costs recoverable by a claimant and costs and expenses incurred with **Our** written consent.

In the event of **Your** death **Your** legal personal representatives will be indemnified in respect of any accident covered by this section and occurring during the **Period of Insurance**.

For the purposes of this section the expression "**You**" will be deemed to include any persons using **The Caravan** with **Your** consent other than whilst let for reward.

Exceptions to Section B

This section does not indemnify **You** against any liability:-

- (a) arising while **The Caravan** is attached to a mechanically propelled vehicle.
- (b) resulting from an accident caused by **The Caravan** or part thereof becoming detached from any towing vehicle.
- (c) that arises in connection with any vehicle being used for the transportation of **The Caravan**.
- (d) for the death or injury of any person arising out of or in the course of their employment by **You** or any member of **Your Family**.
- (e) arising out of the use of any mechanically propelled vehicle/water craft.
- (f) arising out of the pollution of air, water or soil unless it can be proved to have been caused by immediate discharge consequent upon an accident.
- (g) of whatsoever nature arising out of or connected with or incidental to any profession, occupation, business or commercial venture.
- (h) arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
- (i) arising out of the ownership or possession of any animal other than cats, dogs or horses, except any dog that is designated dangerous under the Dangerous Dogs Act 1991.

SECTION C - LOSS OF USE AND HIRING CHARGES

If **The Caravan** is rendered uninhabitable by loss or damage for which a claim is payable under Section A, **We** will pay:-

- (a) the necessary cost incurred for alternative accommodation or the hire of a similar Caravan but only if the loss or damage occurs after holiday arrangements have been made or while **The Caravan** is being used for holiday purposes.

Or

- (b) for the loss of hiring charges for bookings accepted prior to the loss or damage but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid.

The amount payable under this section shall not exceed the amount shown in the schedule for a maximum of 30 days.

SECTION D - PERSONAL ACCIDENT BENEFITS

Benefits

- (1) Death - £20,000
- (2) Total loss of use of one or more limbs or total loss of sight in one or both eyes - £20,000
- (3) Permanent total disablement from any occupation - £20,000

The maximum age limit in respect of this cover is 70 and Benefit is reduced to £500 for persons under the age of 16.

Insured Person

You and any member of **Your Family** whilst:

- (1) within **The Caravan** or private motor vehicle towing **The Caravan**.
- (2) loading, unloading, hitching, unhitching or directly working upon **The Caravan**.

Definitions

Disablement means the inability to engage in the usual occupation and not engaging in any paid occupation.

Provisions

There will be no liability for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained. Benefit shall not be payable under more than one of the items (1-3) in connection with the same bodily injury. Item 3 will only become payable after incapacity has lasted for 52 weeks.

Exceptions - Section D

No benefit shall be payable for an event caused directly or indirectly:-

- (a) by narcotic or drug unless taken as prescribed by a registered Medical Practitioner.
- (b) by **You** or any member of **Your Family** participating in racing.
- (c) by **You** or any member of **Your Family** participating in a criminal act.
- (d) arising from the use of power driven wood or metal working machinery except portable tools applied by hand.
- (e) by pregnancy or childbirth.
- (f) by sickness or disease not resulting from bodily injury.
- (g) by self inflicted injury.

SECTION E - NO CLAIMS BONUS

(E) (i) If no claims are made under **Your** policy during the current **Period of Insurance**, we may give **You** a discount when **You** renew **Your** policy. The discount **You** may receive will depend on the no claims bonus scale we are using when **You** renew **Your** policy. If **You** make a claim during the current **Period of Insurance**, **We** will reduce the discount **You** receive. If two or more claims are made in any one **Period of Insurance** **You** will lose all **Your** no claims bonus.

(E) (ii) **Protected No Claims Bonus**

This section only applies if specified on the schedule

In the event of a claim we will not reduce **Your** No Claims Bonus. The Protected No Claims Bonus only applies while **You** are insured by us and cannot be transferred to another insurer. Premiums in future years may still be increased according to claims history.

GENERAL CONDITIONS (Applicable to the whole Insurance)

(1) **Effect of other Conditions on Right to Benefit**

The right to receive the benefit of this insurance is conditional upon:-

- (a) the information given on the proposal form/statement of fact being complete and correct to the best of **Your** knowledge and belief.
- (b) any person seeking benefit observing the terms of Insurance as far as they can apply.

(2) **Claims Notification & Procedure**

If **You** wish to make a claim under this insurance please contact **Our** Claims Department, Telephone: 0344 856 2043.

At the time of making a claim, **You** will be asked;

- The policy number stated on **Your** schedule.
- A brief description of the circumstances surrounding **Your** loss or damage.
- The name of the insurance brokers who **You** arranged this insurance with.

It is a condition precedent to the liability of **Us** that following any happening likely to give rise to a claim **You** shall:-

- (a) as soon as reasonably possible notify and confirm in writing through the Insurance Adviser who effected the Insurance and if required give full details within 30 (thirty) days of discovering the incident together with such information and assistance as **We** may reasonably require.
- (b) immediately notify the Police following discovery of the loss or damage by theft, attempted theft, malicious damage, violent disorder, riot or civil commotion or the disappearance of valuable items.
- (c) under no circumstances admit liability for nor offer to agree to settle any claim without the written consent from **Us**, who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name, for **Our** benefit, any claims for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.
- (d) if **You** have a towing Caravan manufactured after 1992 **We** will require **You** to produce the CRIS document in the event of total loss of **The Caravan**.

Fraudulent Claims

If **You** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Insurance shall become void and all claims hereunder shall be forfeited.

(3) **Care of Property**

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent and minimise any claims.

(4) **Change in Risk**

You must inform **Us** within 14 days of any changes to information provided.

(5) **Other Insurances**

If when any claim arises under Sections A and C there is any other insurance in force covering such loss, or part of it, our liability hereunder shall be limited to our rateable proportion of such loss. In the event of any liability which is the subject of a claim under Section

B being insured under any other insurance, **We** shall not be liable under this Certificate except to the extent of any excess beyond the amount payable under such other insurance had this section not been effected.

(6) Cancellation - Your Right to Cancel

You are free to cancel this policy at anytime by contacting **The Intermediary**.

If, within 14 days of either receiving **Your** policy documentation, or the start of the **Period of Insurance**, **You** find that it does not meet **Your** requirements **You** may cancel **Your** policy by contacting **The Intermediary** For cancellation occurring after the first 14 days of receiving **Your** policy documentation, if there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance** we will calculate the appropriate premium for the period **You** have been insured and refund any balance due.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

If **The Premium** is paid under a monthly instalment plan and a claim has been settled during the current **Period of Insurance** **You** must continue with the instalment payments.

No refund of Premium will be made under a monthly instalment plan.

If **You** cancel after the first 14 days we will calculate the appropriate premium based on the calculations below and refund any balance due.

Cancellation Charges

For clients that have been insured under the policy for less than one year.

Up to 1 Month 20% Charge

Up to 3 Months 40% Charge

Up to 6 months 60 % Charge

Up to 8 months 80 % Charge

After 8 Months no refund due at all.

For clients that have been insured under this policy for more than one year.

We will calculate the appropriate premium for the period **You** have been insured and refund any balance due. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

We can cancel this contract of insurance by giving **You** thirty (30) days' notice in writing. Any return premium due to **You** will depend on how long this contract of insurance has been in force. Please note that the insurance agent who you arranged this policy through may give you a shorter cancellation period if needing to cancel a policy for their own reasons.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non-cooperation or failure to supply any information or documentation we request.
- We establish that **You** have provided us with incorrect information.
- The use of threatening or abusive behaviour or language.
- Failure to take reasonable care of the property insured.

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **Period of Insurance**.

(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.

**GENERAL EXCLUSIONS
(Applicable to the whole Insurance)**

This Insurance does not insure:-

- (1) any liability arising or any loss or damage that occurs while **The Caravan** is being used other than for social, domestic and pleasure purposes.
- (2) 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.
- (3) (a) loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or;
(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any 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 thereof.
- (4) any liability which arises only because **You** have entered into a contract which makes **You** legally liable.
- (5) loss of or damage to **The Caravan** or equipment or **Contents** and **Your Personal Effects** arising from any malicious act or theft by or with the connivance of any hirer, occupant or user of such Caravan or any employee or agent of **You**.
- (6) loss, destruction or damage to **The Caravan** or equipment or **Contents and Personal Effects** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) any liability, loss or damage which is caused by or results from riot, terrorism or civil commotion.
- (8) loss of use with the exception of cover provided by Section C.
- (9) any loss or damage that is not directly associated with the incident that caused **You** to claim, except where that loss or damage is expressly included within this insurance.

ELECTRONIC DATA EXCLUSION CLAUSE

We will not pay for:-

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever; or
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from;

- computer viruses, erasure or corruption of electronic data; or
- the failure of any equipment to correctly recognise the time or date or change of time or date;

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

BIOLOGICAL AND CHEMICAL CONTAMINATION EXCLUSION

We will not pay for:-

- (1) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
- (2) any legal liability of whatsoever nature; or
- (3) death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- (a) terrorism; and/or
- (b) steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:-

- (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means; or
- (b) putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact;

The Intermediary

Park Home Assist Insurance Services
Royal House, Queenswood Newport Pagnell Road West,
Northampton, NN4 7JJ.

Tel: 01604 946 785

Email: info@parkhomeassist.co.uk

or

The Underwriters

Canopus Managing Agents Limited,
1st Floor, 1 Kings Court Business Park,
Charles Hastings Way, Worcester, WR5 1JR.

Tel: 0333 777 30 39 Fax: 0345 408 5926

Email: contactus@sompocanopus.com

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Complaints at Lloyd's. Their address is:-

Complaints
Lloyd's, One Lime Street,
London EC3M 7HA
Tel: 020 7327 5693 Fax: 020 7327 5225
Email: Complaints@Lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.;

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

This does not affect your right to take legal action if necessary.

Financial Services Compensation Scheme (FSCS)

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **You** under this contract. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, by telephoning 0800 678 1100 or 020 7741 4100 and on their website www.fscs.org.uk

LAW APPLICABLE TO CONTRACT

The parties are free to choose the law applicable to this contract but in the absence of agreement to the contrary the contract shall be subject to the law of the country in which **You** reside at the date of the contract (or in the case of a business, the law of the country in which the registered office or principal place of business is situated will apply).

If **You** are not resident (or in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland or Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.