



# Static Caravan Insurance Policy Document



***This is your Novae Syndicates limited Static Caravan Insurance Document.***

*Read this booklet and the schedule carefully and keep them 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.*

We aim to provide a first class service.

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 Chief Executive of Novae Syndicates Limited at Lloyd's. When you do this, quote your insurance document number, which is shown on your schedule.

Send your complaint to: Novae Syndicates 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 at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance department, 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)

- This insurance is written in English and all communications about it will be in English.
- 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 II, 183 Marsh Wall, London E14 9SR.

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

Financial Services Compensation Scheme (FSCS)

If Novae Syndicates Limited is not able to meet its liabilities under the insurance, you may be entitled to compensation from the FSCS.

### **COMPLAINTS PROCEDURE**

The Financial Ombudsman Service is only able to help you if you are a private individual or a "micro enterprise". A "micro-enterprise" is defined as a business with an annual turnover not exceeding €2million 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). You can get more information from the FSCS or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk)

Novae Syndicates Limited are authorised and regulated by the Financial Services Authority

## 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.*

This document is a legally-binding contract of insurance between YOU (the insured) and US Novae Syndicates 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 signed proposal form or statement of insurance. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet, the schedule 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. 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.

### **Guidance notes**

*The words or phrases shown opposite have the same meanings whenever they appear in this document, the **schedule** and **endorsements**.*

**We, us, our** – Novae Syndicates Limited

Novae Syndicates Limited – is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk 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.

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

**Your caravan, the insured caravan** – Any static caravan specified in the **schedule**, whilst situated at the caravan site specified in the **schedule**.

**Contents** – Goods, personal belongings, 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** – A change in the terms of the insurance which 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.

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## SECTION A - THE CARAVAN

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### **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.

### **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;
- utensils;
- bedding and accessories;
- awnings; 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.

## Guidance notes

*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.*

*We will replace **your caravan** with a new caravan if it is less than three years old and it has been totally lost, or destroyed or it is uneconomical to repair.*

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

## Sum Insured

The sum insured is declared by **you** and should represent the full cost of the **caravan**. The most **we** will pay under section A is the sum insured shown in 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 three years old from the date of **you** buying it as new, and 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) providing that:

- The caravan is maintained in good repair and
- The sum insured when any **loss or damage** occurs is not less than the current cost of replacing with new including the cost of debris removal, delivery and re-siting and
- **You** actually incur the cost of repair or replacement of the damaged caravan

**We** will pay up to the sum insured shown in the **schedule**.



### **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**.

***Important:***

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

**This section of your insurance does not cover the following.**

- The first £100 of any **loss or damage**.
- Damage to awnings and other externally fitted parts or accessories caused by storm or flood.

## SECTION B - THE CONTENTS

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### **Guidance notes**

*This insurance will also cover **contents** which belong to **you**, whilst they are in **your caravan**.*

### **This cover 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**.

### Guidance notes

Payment for **loss or damage to contents** is subject to the clauses shown opposite.

Unless **your caravan** is on a licensed and supervised caravan site, **we** will not provide any cover for theft or attempted theft.

**We** will not pay more than £300 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 in 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.

### 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 a full-time warden or other employee is permanently on the site, theft or attempted theft is not covered if **your caravan** is left **unoccupied**.

### Guidance notes

#### **Important:**

*Cover under this section does not apply to the circumstances shown opposite.*

### This section of your insurance does not cover the following.

- The first £100 of any **loss or damage** to the **contents**.
- **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;
  - mobile or portable phones or pagers; or
  - computers, computer equipment and computer games.
- **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 all windows, openings and final exit doors are closed and securely locked.

**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 be provided for the amounts **your** legal representative becomes liable to pay.*

**We** will pay the solicitor's fees for representing or defending anyone **we** insure.  
**We** will pay any costs and expenses **we** have agreed to.

**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 £2,000,000 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:

- solicitor's 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.

**We** will only pay these costs if they arise from an accident that is covered under this insurance.

## EXCEPTIONS TO SECTION C

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**Important:**

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

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.

**Guidance notes**

*This section provides cover whilst **your caravan** is let for hire or reward.*

*We will pay for the loss of hiring charges booked before the **loss or damage** occurred.*

**Hire or reward**

This insurance is extended to cover liability, **loss or damage** whilst **your caravan** is let for hire or reward, but does not include theft or malicious damage by the hirer, his family or any person who the hirer lends or sub-lets **the insured caravan** to.

**Loss of hiring charges**

If **your caravan** suffers **loss or damage** which is covered under this insurance, **we** will pay the net loss of hiring charges actually booked before the **loss or damage** occurred.

The most **we** will pay under this part will be £15 per day and £200 in total, during any one **period of insurance**.

**You** must keep written records of all bookings and deposits paid. **You** must also let **us** examine the records at any reasonable time.



### Guidance notes

Throughout the insurance **you** have seen exceptions which apply to each section. These general exceptions apply to all the sections.

Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.

### The following exceptions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect **loss or damage** to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to, or arising from, the following.

1. Radioactive contamination from:
  - ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly.
2. Pressure waves caused by aircraft and other flying objects.
3. War, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, or military or usurped power.
4. The use of any solid fuel stove unless it is the manufacturer's standard design, installed by them and serviced each year by a qualified service engineer.
5. Use of any portable oil heating appliances.
6. Where the **caravan** is not being used for social, domestic or pleasure purposes.
7. Detention or confiscation of any insured property by the customs or other authority.
8. Depreciation, wear and tear, corrosion, mildew, moth, vermin, rot of any kind, any gradually operating cause, mechanical or electrical breakdown.

### Guidance notes

Throughout the insurance **you** have seen exceptions which apply to each section. These general exceptions apply to all the sections.

Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.

9. Theft or any malicious act caused by **you, your** employees or any occupant or user of the **caravan**.
10. Letting **your caravan** for hire or reward (Apart from the cover provided in section D).
  11. Loss of use (apart from the cover provided in section D).
  12. Loss of value after **we** have made a claim payment.
  13. Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

**We** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from **your** fixed domestic water or heating systems, however this depends on conditions of this document.

14. Computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exception, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

15. Biological or chemical contamination due to or arising from:
  - terrorism; or
  - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

## GENERAL EXCEPTIONS

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### **Guidance notes**

*Throughout the insurance **you** have seen exceptions which apply to each section. These general exceptions apply to all the sections.*

*Accident, injury, loss, damage, indirect loss or legal liability occurring as a result of the items specified opposite are not covered.*

- In this exclusion, terrorism means any act of any person or organisation involving:
- causing or threatening harm;
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological or similar nature.

**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 any 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.*

**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** do not, **your** insurance may not cover **you** fully or at all. If **you** are not sure whether any information is relevant **you** should tell **us** anyway.

**3. Claims**

If **you** wish to make a claim, **you** may either contact the intermediary who arranged cover for **you**, who will notify **us** of **your** claim, or call **us** on 01443 202 233 (Adjusting Associates LLP).

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 any 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, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny 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.

## 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** 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 acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **our** returning **your** premium.

## 6. Other insurance

If, at the time of any liability, **loss or damage** covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

## 7. Cancellation

**Your right to change your mind:**

**You** may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. This is known as the withdrawal period. **We** will make a charge equal to the period of cover **you** have had, but this charge will be subject to a minimum amount of £25 + Insurance Premium Tax (IPT).

### Guidance notes

**You** may cancel this insurance within the first 14 days and be entitled to a refund.

**You** may cancel this insurance and be entitled to a refund if **you** have not made a claim.

**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**.

**Your caravan** must be securely anchored to a solid base.

When **your caravan** is **unoccupied you** must turn off all main supplies and drain water and central-heating systems.

## 8. Cancellation after the withdrawal period

**You** may cancel this insurance after the withdrawal period by giving **us** written notice. If **you** have not made any claim in the current **period of insurance**, **we** will work out 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' 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 to **your** insurance adviser.

## 9. 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**.

## 10. Anchorage

It is a requirement of this insurance that any **static caravan** covered by this insurance be anchored securely at each corner to a firm and solid base.

## 11. Drainage

While the **caravan** is **unoccupied** during the period from 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**

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 **your** schedule.

### **Important – This appendix forms part of the insurance.**

An **endorsement** only applies if the **endorsement** number is shown in **your schedule**. Details of all **endorsements** are shown either in this appendix or on a separate sheet supplied with **your schedule**.

The general terms, conditions and exclusions apply to all **endorsements**.

#### **Endorsement number C1 – Excess clause (Caravan)**

**We** will not pay the first amount shown against this **endorsement** 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 against this **endorsement** 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 against this **endorsement** in the **schedule** has a financial interest in the **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.







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Cover4Caravans

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