



# Chilli Underwriting Touring Caravan Policy underwritten by Zenith Insurance Plc.



## Contents

Introduction	1
Definitions	2
Section A – Policy Cover – Cover for Loss or Damage	4
Section B – Policy Cover – Additional Extensions	4
Section C – Policy Cover – Additional Contents Cover	4
Section D – Policy Cover – Public Liability Cover	6
Section E – How We Settle Claims	7
Section F – General Exclusions	8
Section G – General Conditions	8
Section H – Claims Procedure and Conditions	9
Section I – Cancellation	10
Our Service Commitment	11
Data Protection and Sharing Information with Other Organisations	12

**Need to make a claim?**

**Call our 24 hour Claims Helpline on 0844 880 4164.**

Please call within 24 hours of you becoming aware of the incident.





## Introduction

Welcome to the Chilli Underwriting Touring Caravan Policy underwritten by Zenith Insurance Plc.

This document, the schedule, any statement of fact or proposal form and any endorsements set out the terms of the contract between you and us. The contract is based on the information you provided on your statement of fact or signed proposal form, and any other information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy, the schedule and any endorsements together. Please read all three documents to make sure they provide the cover you require. If they are not correct, or do not meet your needs, please immediately return the policy documents to the person who arranged this insurance for you.

The schedule sets out the sums insured (the amount of cover you have) and the sections of the policy which apply.

If your insurance needs change during the period of insurance please let us know as soon as possible. You must tell us about any changes which affect the circumstances of the caravan. If you don't tell us about any changes your policy may not be valid. Your policy is designed to be amended easily and we will issue a new schedule or endorsement each time the policy is altered.

You must also tell us if at any time the sums insured shown in the schedule are not enough. Following a claim we can make a cash payment, carry out the necessary repairs, or replace the item.

Before you accept this policy, you have 14 days to review the documentation and consider the full terms of the insurance. If you are not totally happy with the policy and have not made a claim, simply write to us at the address on the back cover of this policy document requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance.

Nobody other than you (the Insured) and us (Chilli Underwriting) has any rights that they can enforce under this contract.

You and we can choose the law that will apply to this contract. Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.

### Our agreement

In return for your premium we will insure you during the period of insurance, under the terms set out in this policy document, the schedule and any endorsement we have issued.

Gary Humphreys

Underwriting Director

Zenith Insurance Plc and/or its co-Insurers whose names and addresses are available upon request.

Authorised Insurers, registered in Gibraltar No 84085.

Registered Office: 846-848 Europort, Gibraltar

This insurance is administered by Alan Blunden & Company Limited trading as Chilli Underwriting who are authorised and regulated by the Financial Conduct Authority

Zenith Insurance Plc is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting insurance business in the UK.

Zenith Insurance Plc is a member of the Association of British Insurers

### Several Liabilities Notice

The obligations of Zenith Insurance Plc and its co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

Please keep your policy wording in a safe place. You may need to read it if you need to make a claim or if you need help.

# Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the schedule or endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document

## Caravan

The structure of the touring caravan described in the schedule together with an awning, fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring caravan or fitted by the manufacturer at a later date.

## Contents

Standard caravanning equipment and all additional items you would reasonably take with you when using your caravan including pedal cycles, and portable motor movers (cover on all items including pedal cycles and portable motor movers is subject to a single article limit)

## Endorsement

A change in terms of this insurance, which replaces or alters the standard insurance wording.

## Geographical **limits**

United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands) and for any period of no more than 280 days in any one period of insurance – the European Union, Norway and Switzerland.

## Home

Within the boundaries of your permanent place of residence or your immediate family & friends' permanent place of residence but excluding communal parking areas and any public road or highway.

## Immediate **family & friends**

Mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles and friends.

## **In use**

When you or your immediate family & friends are using or visiting your caravan for holiday purposes or when the caravan is attached to a towing vehicle.

This definition also extends to include:

- a 24 hour period whilst your caravan is at your home address immediately prior to it being used for holiday purposes by you or your immediate family & friends; and
- a 24 hour period whilst your caravan is at your home address immediately following on from it having been used for holiday purposes by you or your immediate family & friends.

## Insurance intermediary

The intermediary who has placed this insurance with us, acting on your behalf as your agent and through whom all matters concerning this insurance are handled.

## Money

Cash, bank or currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotional vouchers and air-miles vouchers.

## Definitions (continued)

### **Period of** insurance

The period of time covered by the policy as shown in the schedule.

### Permanent **residence**

Any caravan not occupied by you or your immediate family & friends for holiday purposes, but occupied by you or your immediate family & friends as a main domestic residence whether temporary or permanent.

### Proposal **form**

The application for insurance and declaration completed by you or on your behalf. We have relied on the information provided on this form in entering into this contract of insurance.

### Statement **of Fact**

The form that shows the information that you gave us or that was given on your behalf at the time you applied for insurance. We have relied on the information provided on this form in entering into this contract of insurance.

### Schedule

The document we give you which makes the policy valid and shows your name, details of your address, the caravan, the sums insured, the storage address for your caravan and the policy number.

### **Storage address**

Your home or an address you have given us as the location at which your caravan is stored and which we have accepted.

### Unattended

When the caravan is in use and you have temporarily moved away from the caravan.

### Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, tablet computers, laptops, personal digital assistants (PDAs), binoculars, telescopes, mobile phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

### **We, Us, Our, Company**

Zenith Insurance Plc and/or its co-Insurers whose names and addresses are available upon request.

### **You, Your,** Policyholder

The person(s) named in the schedule.

# Policy Cover

## Section A – Cover for Loss or Damage

### What is covered

We will cover you against loss or damage to the caravan and its contents caused by the insured perils shown below.

Insured perils

1. fire, explosion, lightning and earthquake;
2. storm or flood;
3. accidental damage;
4. malicious acts or vandalism;
5. theft or attempted theft.

## Section B – Additional extensions

### What is covered

We will pay the following extra costs after an incident involving loss or damage insured by this policy.

1. Emergency removal

If your caravan cannot be moved as a result of an incident involving loss or damage while in use, we will pay the extra costs you reasonably have to pay to:

- a) recover the caravan from the scene of a road traffic accident;
- b) remove the caravan from the premises of a recovery company to the secure premises of our nearest approved repairer;
- c) re-deliver the caravan to you at your home or storage address as shown in the schedule.

2. Loss of use

If you cannot stay in your caravan as a result of an incident involving loss or damage while in use and you decide to continue with your holiday, we will pay the extra costs you reasonably have to pay for:

- a) hotel accommodation costs (not including food and drink) up to £75 a day for up to 14 days; or
- b) hire costs for a replacement caravan up to £75 a day for up to 14 days.

## Section C – Additional contents cover

### What is covered

When the caravan is in use we will cover outside furniture while kept in an awning. This cover is only provided as long as the overall sum insured is enough to cover the contents of the caravan as well as the outside furniture.

## Exceptions to Sections A, B and C

### What is not covered

These sections of your insurance policy do not cover the following:

- a) The first £100 of each and every claim; or
- b) More than £250 for any one single contents item; or
- c) Theft of contents whilst outside the caravan other than the cover provided under Section C above; or
- d) Theft of or loss or damage to money, valuables, firearms, wines, spirits and tobacco goods; or
- e) Theft of or loss or damage to the caravan while the caravan is not in use unless it is kept at your home or at the storage address you told us about and which we have accepted; or
- f) Theft of contents unless there is evidence of forcible or violent entry or exit to or from the caravan; or
- g) Theft of electronic or electrical equipment whilst left in the caravan when it is not in use; or
- h) Accidental damage to contents and valuables; or
- i) Loss of or damage to caravan generators or damage caused to the caravan resulting from the use of generators; or
- j) Loss of or damage to tyres unless caused by an insured peril; or
- k) Loss or damage resulting from road traffic accidents if the caravan is not roadworthy; or
- l) Loss or damage resulting from faulty workmanship, faulty design or using faulty materials; or
- m) Loss or damage resulting from repairing, restoring, renovating, cleaning or dyeing; or
- n) Electrical or mechanical failures or breakdowns; or
- o) Wear, tear or loss of value or any other losses that are not directly covered under the terms and conditions of this policy; or
- p) Loss or damage resulting from wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually; or
- q) Water damage or loss or damage resulting from water leaking in through windows, doors, ventilators, body joints or seals; or
- r) Loss or damage resulting from chewing, scratching, tearing or fouling by animals; or
- s) The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched.

## Section D – Public Liability Cover

### What is covered

We will insure any amounts which you legally have to pay for causing accidental bodily injury, death or disease or accidental loss or damage to property arising out of you owning, possessing or using the caravan or its contents.

We will also cover you or your immediate family & friends for any legal liability as owner or occupier of the caravan to compensate others if, following an accident, someone dies, is injured, falls ill or has their property damaged.

We will only pay for liability occurring during the period of insurance which results from incidents which happen within the geographical limits of this policy.

In the event of your death or the death of the person seeking indemnity under this section of the policy we will also extend cover to apply to your or their personal representatives in respect of liability incurred. However you and they must keep to the terms, conditions and exceptions of this section.

The most we will pay under this section of the policy is £2,000,000 in connection with any one incident or series of incidents arising out of any one event.

As long as you have our permission beforehand we will also provide cover for legal defence costs you are required to pay in connection with any incident which is the subject of indemnity under this section of the policy. The cover for these legal defence costs will be in addition to the limit of liability for this section.

If we agree to pay these costs under this section of the policy the choice and appointment of legal representation and the extent of any assistance that we provide will be entirely at our discretion. There will be no agreement to pay these costs unless we have confirmed this to you in writing.

## Exceptions to Section D

### What is not covered

This section of your insurance policy does not cover the following:

- a) Liability arising directly or indirectly while you are towing the caravan; or
- b) Liability that arises from death, injury or illness or loss of or damage to any property that falls within the scope of the compulsory insurance cover required under the Road Traffic Act or equivalent legislation of any country in which this insurance applies; or
- c) Loss or damage to property you own or are looking after or if it is more specifically insured elsewhere; or
- d) Liability arising from the death, injury or illness of you or your immediate family & friends; or
- e) Loss of or damage to any property you, your immediate family & friends or your domestic employees own or that you or they are responsible for.



## Section E – Settling Claims

### 1. The caravan

We will either pay the cost of repairing the caravan or, if the caravan is lost or damaged beyond economical repair, we may settle the claim as follows:

a) New For Old Cover (caravans of less than five years old)

If at the date of the incident giving rise to a claim under this policy your caravan is less than five years of age from the date of manufacture and

- is stolen and not recovered; or
- is beyond economical repair

we will replace it with a new one of the same make, model and specification.

Your sum insured must be sufficient to cover the cost of a new caravan of the same make and model. You must be able to provide the original purchase receipt for your caravan.

In the event that a replacement caravan of the same make, model and specification is unavailable we will settle the claim on the basis of the retail value of your caravan (as shown in the current edition of Glass's Guide to Caravan Values) immediately before the loss or damage, less a deduction to reflect pre-accident condition.

b) Caravans over five years old

If your caravan is five or more years old, we will pay up to the retail value of the caravan at the time of the loss or damage (as shown in the current edition of Glass's Guide to Caravan Values), less a deduction to reflect pre-accident condition.

### 2. The contents

We will:

- a) Repair damaged items; or
- b) Pay the cost of replacing lost or damaged items by items of similar quality; or
- c) Replace lost or damaged items with items of similar quality.

We may take off an amount for wear, tear, and loss in value.

If the sums insured on the caravan and contents at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, you shall be considered as being your own insurer for the difference and shall bear a rateable share of the loss accordingly.

## Section F – General Exclusions

These General Exclusions apply to the whole of the insurance policy.

### What is not covered

- a) Any legal liability or bodily injury directly or indirectly caused by or arising from:
  - 1. ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel; or
  - 2. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- b) Any loss or damage or liability resulting from deception, unless deception is used only to gain access or entry to the caravan;
- c) Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
- d) Any loss or damage or liability resulting from pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
- e) You towing your caravan if your caravan weighs in excess of 100% of the towing vehicle's kerb weight.
- f) Any loss or damage or legal liability directly or indirectly arising from the caravan being loaned, leased or hired to any other person other than immediate family & friends;
- g) Any loss or damage or liability if the caravan is being used as a permanent residence;
- h) Any loss or damage or liability occurring while the caravan is being used in connection with any trade, business or profession;
- i) Any loss or damage or liability which happens before the start of this policy;
- j) Any loss or damage or liability caused deliberately by you;
- k) Any loss or damage or liability if you have not notified us of any changes to the storage address or security arrangements for your caravan.

## Section G – General Conditions

These General Conditions apply to the whole of the insurance policy.

- 1. You must keep to the terms and conditions of this policy.
- 2. It is a condition of this policy that whenever the caravan is left unattended and detached from the towing vehicle, you will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If the caravan is left unattended while attached to a towing vehicle you must fit a wheel clamp.
- 3. You must take all reasonable steps to prevent or reduce loss or damage to the caravan and contents.
- 4. You must maintain the caravan in a sound, roadworthy condition and keep it in good repair.
- 5. You must not leave awnings up and attached to the caravan unless it is in use.
- 6. You must write and tell us immediately of any changes in your circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If you do not, your policy may not be valid.
- 7. We will not pay for any claim which is in any way fraudulent or exaggerated. We may also make this insurance invalid and get back any money we have paid to you or your representative.
- 8. If your caravan is deemed beyond economical repair during the period of insurance of this policy, all cover will end from the date of the loss and we will take premiums you owe from any amount we pay as your claim.

## Section H – Claims Procedure and Conditions

If you wish to make a claim, you may either:

- contact the insurance intermediary who arranged cover for you, who will notify us of your claim; or
- contact us directly by calling our 24 hour Claims Helpline on 0844 880 4164.

Ideally you should make contact within 24 hours of you becoming aware of the incident.

When submitting a claim form you must give your policy number.

When you become aware of an event which is likely to result in a claim under this policy:

1. You must:

- a) Provide in writing full details of injury or loss or damage as soon as possible and in any event within:
  - seven (7) days if caused by riot or civil commotion; or
  - fourteen (14) days of you being aware of the injury, loss or damage if from any other cause.
- b) Tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help us get back and identify the property;
- c) Immediately send us every letter, claim, writ or summons without answering them;
- d) Supply at your own expense, all reports, certificates, plans, specifications, quantities information and help we ask for;
- e) Give us all information and evidence, including written estimates and proof of ownership and value that we ask for. You must pay any costs involved in doing this.

2. You must not:

- a) Leave any property for us to deal with;
- b) Dispose of any damaged items until we have had the chance to inspect them;
- c) Repair any damaged items until we have had the chance to inspect them;
- d) Admit liability or promise to make a payment without our permission.

3. We may do the following:

- a) Keep the insured property and deal with the salvage in a reasonable way;
- b) Negotiate, defend or settle (in your name and on your behalf) any claim made against you;
- c) Prosecute (in your name for our own benefit), any other person in respect of any amount we have paid or must pay;
- d) Appoint a loss adjuster to deal with the claim;
- e) Arrange to repair the damage to the insured property.

4. You may do the following:

Carry out temporary emergency repairs to make good the caravan following damage caused by an insured peril.

The temporary emergency repairs which can be undertaken by you without prejudicing your position are limited to the necessary boarding up of the caravan following damage to windows, doors, fan lights and skylights to make the caravan secure.

Our acceptance of liability for any such temporary repairs will always be subject to the terms and conditions of the policy.

## Section H – Claims Procedure and Conditions (continued)

5. Our rights:

- a) We may take, or ask you to take, any action necessary to get back, from anyone else, any costs we have to pay under this policy. We may do this before or after we pay your claim; and
- b) We may take over the defence or settlement of a claim against you by another person.

6. Contribution – other insurances:

If you have any other insurance policies which cover the same loss, damage or liability as this policy, we will pay only our share of the claim.

## Section I – Cancellations

1. If you pay an annual premium:

We may cancel the policy by writing to you at your last known address confirming that all cover will end 14 days after the date of our letter or you may cancel the policy by giving us written instructions.

2. If you pay your premium by monthly instalments:

We may cancel the policy by writing to you at your last known address confirming that all cover will end either:

- a) seven (7) days after the date of our letter (if we are cancelling the policy because a premium has not been paid); or
- b) fourteen (14) days after the date of our letter (if we are cancelling the policy for any other reason).

You may cancel the policy by giving us written instructions, you should also instruct your bank to cancel your Direct Debit.

If you or we cancel the policy, and you have not made a claim during the current period of insurance, we will refund the premium for any remaining period of cover.

# Our Service Commitment

## What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would rather be told about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to your policy (or any claim made under it) is delegated to our service providers, Zenith Insurance Management UK Limited. If you have a complaint, please contact our service providers at the address below:

### Complaints Handling

Zenith Insurance Management UK Limited  
Chester House  
Harlands Road  
Haywards Heath  
West Sussex  
RH16 1LR

Tel: 0844 874 0630

Email: [complaints@zenithinsurance.co.uk](mailto:complaints@zenithinsurance.co.uk)

When contacting Zenith Insurance Management UK Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

Our service providers will make every effort to resolve your complaint immediately. If they cannot resolve your complaint by the end of the next working day they will acknowledge your complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR.

You have the right of referral within 6 months of the date of your final response letter.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

# Data Protection and Sharing Information with other organisations

## Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

## Insurance Administration

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and your intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

## Information on Products and Services

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group to use for their own marketing purposes. If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer at Zenith Insurance Management UK Limited ,Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR .

## Fraud Prevention, Detection and Claims History

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;

In addition we may undertake credit searches and conduct additional fraud searches.

## Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim is to help us to check information provided and also to prevent fraudulent claims. Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to the database. We may search the database when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

## Other Insurers

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA.

### Sensitive Data

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer at Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR .

All correspondence relating to the administration of this policy should be addressed to your insurance intermediary or alternatively Chilli Underwriting, Baxter Building, 80 Baxter Avenue, Southend on Sea, Essex SS2 6HZ.



Version 2 May 2013

This insurance is administered by Alan Blunden & Company Limited trading as Chilli Underwriting who are authorised and regulated by the Financial Conduct Authority.