

Touring Caravan Insurance

Policy Document





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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.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false information we will treat this insurance as if it never existed and decline all claims.

If we establish that you were careless in providing us with the information we have relied upon in accepting this insurance and setting its terms and premium we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- amend the terms of **your** insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge you more for your insurance or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel **your** policy in accordance with the cancellation condition on page 16.
- we or your insurance intermediary will write to you if we:
- intend to treat this insurance as if never existed; or
- need to amend the terms of your policy; or
- require you to pay more for your insurance."

COMPLAINTS PROCEDURE

We are committed to providing you with a high quality service and we want to make sure that we maintain this at all times. If you have any questions or concerns about your policy please contact:

Cover4Caravans Baxter Building 80 Baxter Avenue Southend on Sea Essex SS2 6HZ

If your complaint is about a claim, please contact your claims handler whose details will be shown in your claims documents.

In the event that you remain dissatisfied, you can refer the matter to The Complaints Team at Lloyd's.

Their address is:

Complaints Lloyd's, One Lime Street, London EC3M 7HA

Tel No: 020 7327 5693 Fax No: 020 7327 5225 E-mail: complaints@lloyds.com

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.

Please quote the Contract Number as shown on **your** policy schedule.

The address is:

The Financial Ombudsman Service, Exchange Tower LONDON E14 9SR

Telephone: 0800 023 4567 from a land line or 0300 123 9 123 from a mobile phone or e-mail complaint.info@financial-ombudsman.org.uk

The FOS will only consider **your** complaint 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

AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

Introduction

Thank you for choosing AXIS Managing Agency Ltd for your Touring Caravan Insurance

This policy document, the **schedule**, any statement of fact or proposal and any endorsements set out the terms of the contract between **you** and **us**. Please read the policy document, **schedule** and any endorsements to make sure they provide the cover **you** require. If they are not correct, or do not meet **your** needs, please immediately return this policy document 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 **your** policy may not be valid.

This 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.

Your policy document 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.

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

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.

Definitions

Certain words in your policy wording are printed in **bold** type and these words and expressions have been given specific meanings as follows:

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.

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 240 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** permanent place of residence but excluding communal parking areas and any public road or highway.

Immediate family

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

In use

When you or your immediate family are using or visiting your caravan for social, domestic or pleasure purposes or when the caravan is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from you or your immediate family using or visiting your caravan for social or pleasure purposes provided the caravan is kept at your home during this 24 hour period.

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, promotion vouchers and air-mile s vouchers.

Period of insurance

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

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 caravan storage address and the policy number.

Storage address

Your home or an address you have given us and which we have accepted.

Unattended

Where your caravan has been left without an occupant (You or your immediate family) for more than 24 hours.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, comput ers, binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We, Us, Our, Company

AXIS Managing Agency Ltd

AXIS Managing Agency Ltd

is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

You, Your, Policyholder

The person(s) named in the schedule.

Policy Cover

1. We will cover you against loss or damage to the caravan and its contents caused by an insured peril.

Insured perils

- 1 fire, explosion, lightning and earthquake;
- 2 storm or flood;
- 3 accidental damage physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction;
- 4 malicious acts or vandalism;
- 5 theft or attempted theft.

Excluding

- a Theft of contents whilst outside the caravan, if not kept in an awning.
- b Theft of or loss or damage to **money**, **valuables**, firearms, wines, spirits and tobacco goods.
- c Theft of or loss or damage to the **caravan**, whilst left **unattended** for more than 24 hours without Underwriters approval, unless the caravan is kept at your permanent **home** or at a **storage address** you have written and told **us** about and which **we** have accepted.
- d Theft of contents unless there is evidence of forcible or violent entry or exit to or from the caravan.
- e Theft of electronic or electrical equipment whilst left in the caravan when it is not in use
- f Accidental damage to contents and valuables.
- g We will not pay for loss or damage to caravan generators or damage to the caravan resulting from using generators.

Additional extensions

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

a Emergency removal

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

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

\boldsymbol{b} Additional contents cover

When the caravan is in use only, as long as the sum insured is enough to cover the contents, we will cover outside furniture kept in an awning.

c Loss Of Use

If You cannot stay in your caravan as a result of loss or damage while in use, we may pay the extra costs you reasonably have to pay for:

1 Hotel accommodation costs (not including food and drink) up to £75 a day for up to 14 days; or

2 Hire costs for a replacement caravan up to £75 a day for up to 14 days.

2. Public liability

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

We will also insure defence costs **you** pay or agree to pay with **our** permission as well as the limit of liability for this section. We will cover **your** personal representatives entitled to cover under this section for any liability **you** or they may have. However **you** and they must keep to the terms, conditions and exclusions of this section.

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

We will pay up to £2,000,000 in connection with any one incident.

Excluding

- a We will not cover public liability arising directly or indirectly while you are towing the caravan.
- b We will not cover loss or damage to property you own or are looking after or if it is more specifically insured elsewhere.
- c We will not pay if the liability that arises from death, injury or illness of you or your immediate family; loss of or damage to any property you, your immediate family or your domestic employees own or that you or they are responsible for.

Settling Claims

1. The caravan

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

$\ensuremath{\textup{a}}$ New For Old Cover

If you suffer a total loss and the **caravan** is within five years of age from the date of manufacture, **we** will replace the **caravan** with a new **caravan** of the same make and model. You must be able to provide the original purchase receipt.

b Caravans over five years old

If a) does not apply, **we** may pay 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*.)

2. The contents

We will pay the cost of repairing damaged items or:

- a pay the cost of replacing lost or damaged items by items of similar quality;
- b replace lost or damaged items with items of similar quality.
- We will take 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.

The maximum amount payable will be as stated in the schedule up shall not exceed £5,000.00.

General Exclusions

We will not pay for loss or damage:

- 1 To tyres unless caused by an insured peril;
- 2 Resulting from road traffic accidents if the caravan is not roadworthy;
- 3 To generators or resulting from using generators;
- 4 Or any legal liability or bodily injury directly or indirectly caused by or arising from:
 - a ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel;
 - b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

We will not pay for loss or damage caused by:

- 1 Faulty workmanship, faulty design or using faulty materials;
- 2 Repairing, restoring, renovating, cleaning or dyeing;
- 3 Electrical or mechanical failure or breakdown;
- 4 Wear, tear or loss of value;
- 5 Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- 6 Water damage resulting from water leaking in through windows, doors, ventilators, body joints or seals;
- 7 Chewing, scratching, tearing or fouling by animals;
- 8 Deception, unless deception is used only to gain access or entry to the caravan;
- 9 Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
- 10 Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
- 11 You towing your caravan if your caravan weighs in excess of 100% of the towing vehicle's kerb weight.

We will not pay for:

- 1 The first £100 of each and every claim or as stated in the policy schedule by the way of an endorsement;
- 2 More than £100 for any one single item insured under the **contents** section;
- 3 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 remainingitem 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;
- 4 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** members;

General Exclusions cont.

- 5 Loss or damage if the **caravan** is used for something other than for private, social, domestic and pleasure purposes;
- 6 Loss or damage which happens before the start of this policy;
- 7 Loss or damage caused deliberately by you;
- 8 Loss or damage if you have not notified us of any changes to the storage location or security arrangements of the caravan.

General Conditions

- 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, **you** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If left **unattended** while attached to a 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.

Claims Procedure and Conditions

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

1. Claims Notification

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 contact us (Adjusting Associates LLP):

Telephone: 01443 229513 Facsimile: 01443 229995 Email: claims@adjustingassociates.com

Emergency 24/7 Out of Office Number: 01724 761378

Adjusting Associates LLP Unit 2, Sovereign Court Sterling Drive Llantrisant Rhondda Cynon Taff CF72 8LX.

When a claim or possible claim occurs, you must:

- a Notify the details of a claim as soon as it is practically possible.
- b To help prove **your** claim **we** will require **you** to supply full details of the claim and **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, and deeds of **your** property including any supporting evidence and information that **we** require. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.
- c In the event of theft, attempted theft, riot or malicious damage as soon as practically possible inform the Police, and offer them all reasonable assistance in the apprehension of the person(s) responsible and the recovery of any Property stolen; (Please ensure that **you** are given the crime reference number).
- d In respect of any Liability claim, every letter, claim, writ, summons and process shall be notified or forwarded to Insurers within 5 days of receipt. Notice shall also be given in writing to the Insurers within 5 days of the insured having notice of any impending prosecution, inquest or fatal accident inquiry in connection with any such occurrence.

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. This is limited to the following without prejudicing **your** position:

Necessary boarding up following damage to windows, doors, fan lights and skylights to make the **caravan** secure.

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

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;
- 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.

Cancellation

Your right to change your mind

You may cancel this 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 the insurance documents. As long as there has not been a claim and no claim is pending **we** will refund the premium in full.

- A. We can cancel this insurance by giving you 14 days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for you and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:
 - Where we have been unable to collect a premium payment. In this case we will contact you in writing requesting payment by a specific date. If we do not receive payment by this date we will write to you again notifying you that payment has not been received giving you 7 day's notice of a final date for payment. This letter will also notify you that if payment is not received by this date your policy will be cancelled. If payment is not received by that date we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
 - Where you are required in accordance with the terms of this policy to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests. In this case we may issue a cancellation letter and will cancel your policy if you fail to co-operate with us or provide the required information or documentation by the end of the cancellation notice period;
 - Where **we** reasonably suspect fraud; or
 - Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.
- B. You may also cancel the insurance at any time by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.



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www.cover4caravans.co.uk

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