

Touring Caravan Insurance Policy Document

About Novae Syndicates Limited

Novae Syndicates Limited is managed by Novae Management Limited. Novae Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Novae Management Limited. The registered office is at 71 Fenchurch Street, London, EC3M 4HH.

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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 the broker or intermediary who arranged cover for you.

If you have any questions or concerns about the handling of a claim you should, in the first instance, contact:

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

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 The Compliance Department, Novae Syndicates Ltd., 71 Fenchurch Street, London, EC3M 4HH or to the Policyholder and Market Assistance team at Lloyd's.

Their address is:

Policyholder & Market Assistance, Market Services, 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, South Quay Plaza, 183 Marsh Wall, 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.

Introduction

Thank you for choosing Novae Syndicates Limited 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

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, 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

Novae Syndicates Limited

Novae Syndicates Limited are 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, 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;
- 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** while the **caravan** is not being used unless it is kept at **your 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.

α 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:

a New For Old Cover

If you suffer a total loss and the **caravan** is within three years of age from the date of manufacture, **we** may 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 three years old

If neither a) or b) above 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

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 **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
 - thirty (30) days 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. 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 your caravan has not been written off as a result of a claim **we** will then refund the premium in full.

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 seven days after the date of **our** letter (if we are cancelling the policy because a premium has not been paid); or 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.



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Cover4Caravan Novae Touring Version control: V4 July 2013

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