Static 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 4.
- 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.'

This is your AXIS Managing Agency Ltd 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.

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 6H7

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: 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.

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 2,000,000 Euros and fewer than 10 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).

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 AXIS Managing Agency Ltd.

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.

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

We, us, our - AXIS Managing Agency Ltd

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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.

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.

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**, including the cost of debris removal, delivery and re-siting. 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.

Registered Site

It is a requirement of this insurance that **your caravan** is kept at a registered site that provides **you** with full facilities e.g. Electricity, 24 hour security etc.

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**.

- 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.

Important:

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

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**.

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**.

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.

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

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.

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.

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.

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.

- 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.

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.
 - In this exclusion, terrorism means any act of any person or organisation involving:

GENERAL EXCEPTIONS

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.

- 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.

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 contact us (Adjusting Associates LLP):

Telephone: 01443 229513 Facsimile: 01443 22995

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 8IX When a claim or possible claim occurs, you must:

- i) Notify the details of a claim as soon as it is practically possible.
- ii) 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. iii) 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).
- iv) 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.

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. As long as you have not made a claim **we** will refund the premium in full.

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** 30 days' notice. If **we** do so, **you** are entitled to a refund of part of **your** premium.

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.

We can cancel this insurance by giving **you** 30 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.

GENERAL CONDITIONS

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.

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.

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.



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

T: 0800 970 7172 F: 01702 606 369

E: cover4caravans@alanblunden.co.uk



www.cover4caravans.co.uk







Cover4Caravans is the trading name of Alan Blunden & Co. Ltd. Alan Blunden & Co. Ltd are regulated by the Financial Conduct Authority and our registration number is 309694

