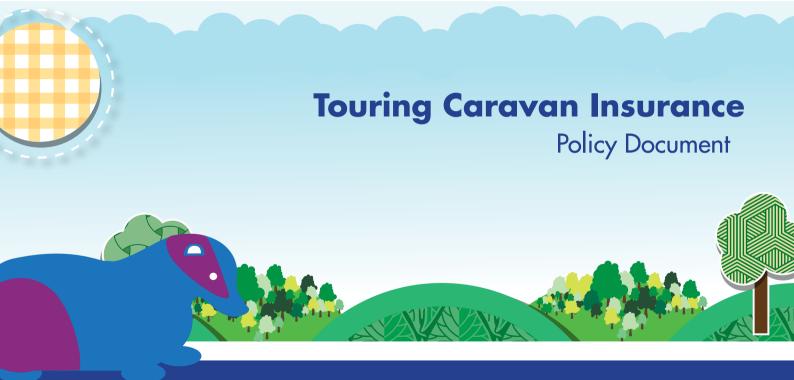
# Underwritten by AmTrust Europe Limited





Gold

# Introduction

Welcome to our Cover4Caravans AmTrust Europe Gold policy.

This 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, **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 to be changed during the **period of insurance** please let **us** know as soon as possible. **You** must tell **us** about any changes to the information **you** have provided. If **you** don't **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 insufficient. Following a claim we can make a cash payment, carry out the necessary repairs, or replace the item.

Before **you** accept **our** policy, **you** have 14 days to review **your** policy wording and consider its full terms. 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 requesting that **your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **your** insurance.

#### 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

This policy is underwritten by AmTrust Europe Limited



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.

#### **AmTrust Europe Limited**

Registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# **Contents**

### Page

- 2 Definitions
- 3 Policy Cover
- 4 Settling Claims
- **4** General Exclusions
- **5** General Conditions
- 6 Claims Procedure and Conditions
- **7** Cancellations
- **7** Complaints Procedure
- 8 Privacy And Data Protection Notice

# **Definitions**

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

# **Accidental Damage**

Caused suddenly and as a result of an external, visible and unexpected cause.

#### Caravan

The structure of the touring caravan described in the **schedule** together with an awning (as per the sum insured shown in the **schedule**), 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.

#### CaSSOA

The Caravan Storage Site Owners' Association.

#### **Contents**

All accessories which are owned by you or are your responsibility and would take with **you** when using **your caravan** including pedal cycles, and portable motor movers excluding **money** and **valuables**.

# 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.

#### Permanent residence

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

#### **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, computers, (including laptops and tablet computers), binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

#### Home

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

# Immediate family

Spouse or partner, 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 holiday 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 holiday purposes provided the **caravan** is kept at **your home** during this 24 hour period. Please note the policy definition of **home** excludes communal parking areas and public roads or highways.

# 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-miles vouchers.

### Period of insurance

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

### We, Us, Our

AmTrust Europe Limited Market Square House, St James's Street, Nottingham, NG1 6FG

Registration Number: 1229676.

Financial Services Register Number: 202189.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Tel: 0115 941 1022 Fax: 0115 941 1316

Email: nottingham@amtrusteu.co.uk

# You, Your, Policyholder

The person(s) named in the schedule.

# **Policy Cover**

# 1. Policy Cover

We will cover you against loss or damage to the **caravan** and its **contents** caused by an insured peril which happens within the **geographical limits**.

# 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.
- 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 **in use** unless it is kept at a **storage address**.
- d Theft of or loss or damage to the caravan while **in use**, if left in communal parking areas, or on public roads or highways.
- e Theft of **contents** unless there is evidence of forcible and violent entry or exit to or from the **caravan**.
- f Theft of electronic or electrical equipment whilst left in the **caravan** when it is not **in use**.
- g Accidental damage to contents and valuables with the exception of contents if the claim is as a result of a road traffic accident.
- h **We** will not pay for loss or damage to caravan generators or damage to the **caravan** resulting from using generators.

# 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**. (This cover should be provided by the towing vehicle's insurance. Please check your motor insurance and licence documents).
- b We will not cover loss or damage to property you, your immediate family or your domestic employees own or are

i **We** will not pay for loss or damage resulting from awnings being left up and attached to the **caravan** whilst the **caravan** is not **in use**.

#### 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** 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 a repairer **we** have agreed; or 3 deliver the **caravan** to you at **your** home or **storage address** as shown in the **schedule**.

#### **b** Loss of use

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

1 hotel accommodation costs (but 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.

#### 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 as a result of insured perils 1-5.

looking after or if it is more specifically insured elsewhere. c **We** will not pay if the liability arises from death, injury or illness of **you** or **your immediate family**.

# **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

If **you** suffer a total loss and the **caravan** is within five years of age from the date of manufacture **we** may replace the **caravan** with a new **caravan** of the same make and model. **Your** sums insured (as shown in the **schedule**), must cover the cost of 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

**We** will pay the retail value of the **caravan** at the time of the loss or damage (if shown in the current edition of Glass's Guide to Caravan Values or agreed by **us**).

#### 2. The contents

**We** will pay the cost of repairing damaged items or pay the cost of replacing lost or damaged items with items of similar quality.

**We** will deduct an amount for wear, tear and loss in value to **contents**:

Amount deductible	Age of contents
10%	12 - 24 months
15%	25 - 36 months
20%	37 – 48 months
25%	49 + months

# **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 or any other consequential loss;
- 5 Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- 6 Water damage as a result of 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;

If the sums insured on the **caravan** and **contents** at the time of loss or damage are less than the cost of replacement **you** will have to pay a rateable share of the claim accordingly.

- **You** towing **your caravan** if **your caravan** weighs in excess of 100% of the towing vehicle's kerb weight.
- **We** will not pay for loss or damage as a result of a gradually operating cause. **Your** policy is not a maintenance contract. **You** must take all steps to prevent or reduce loss or damage to the **carayan** and **contents**.

# **General Exclusions cont**

### We will not pay for:

- 1 The first £100 of each and every claim, unless the loss or damage occurred whilst the **caravan** was stored or permanently parked at a **CaSSOA** registered site;
- 2 More than £250 for any one single item insured under **contents**;
- 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 remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a bespoke 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 person other than **immediate family** members;
- 5 Loss or damage if the **caravan** is being used as a **permanent residence**;
- 6 Loss or damage or legal liability occurring while the **caravan** is being used in connection with any trade, business or profession;
- 7 Loss or damage which happens before the start of this policy;
- 8 Loss or damage caused deliberately by **you** or **your immediate family**;
- 9 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 from the towing vehicle, **you** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If left **unattended** while attached to the towing vehicle **you** must fit a wheel clamp.
- 3 **You** must maintain the **caravan** in a sound, roadworthy condition and keep it in a good state of repair.
- 4 You must not leave awnings up and attached to the caravan unless it is in use.
- 5 **You** must tell **us** immediately of any changes to the information **you** have provided. (This includes any changes in storage and security arrangements.) If **you** do not, **your** policy may not be valid
- 6 If you make a fraudulent claim under this insurance contract:
- a We are not liable to pay the claim; and
- **b We** may recover from **you**, any sums paid by **us** to **you** in respect of the claim; and
- c **We** may by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause (6)(c) above:

a **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,

10. Where a claim for loss or damage results in the **caravan** or **contents** needing new parts and these are found to be obsolete or unobtainable, the claim will be limited to the last known list price of the part, together with the appropriate fitting charge.

- **b We** need not return any of the premiums paid.
- **7** It is a condition of this policy that a serial, VIN or chassis number is provided to **us** at inception of the policy for pre-1992 **caravans**. For post-1992 **caravans you** will need to provide **us** with the CRiS (Caravan Registration and Identification Scheme) number at inception of the policy.

**We** will be unable to deal with a claim unless **we** have this identification number. **You** will be required to produce the CRiS registration document in the event of a total loss of the **caravan**. Do not keep this document in your **caravan**.

- 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.
- 9 Under UK law **you** and **we** can choose the law that will apply to this contract. Unless **you** and **we** have agreed otherwise, this contract will be governed by English law.

# **Claims Procedure and Conditions**

AmTrust Europe Claims Hotline 0115 934 9818 (9a.m. – 5p.m. Mon-Fri)

When submitting a claim **you** must provide **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
- thirty (30) days if from any other cause.
- b Tell the police immediately and obtain a crime reference number if the 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, unless **we** ask **you** to do so;

# 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.

- 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 accordingly;
- 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;

# 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:

a 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.

# **Cancellations**

# **Our** Cancellation Rights

# 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.

# 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 7 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). The reasons **we** may cancel **your** insurance include:

- a change in circumstances, where cover can no longer be provided;
- lack of cooperation or failure to supply information/ documentation;
- threatening or abusive behaviour.

If **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.

# Your Cancellation Rights

**You** have the right to cancel the cover within a period which begins 14 days from the commencement/renewal of cover or

# **Complaints Procedure**

# IF YOUR COMPLAINT IS ABOUT THE WAY A POLICY WAS SOLD TO YOU

If at any time **you** have any query or complaint regarding the way the policy was sold, **you** should refer to the insurance intermediary who sold the policy to **you**.

# IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF YOUR POLICY OR CLAIM

**We** always aim to provide a first-class service. However, if **you** should have a query or complaint regarding the administration of **your** policy or claim, **you** should address **your** complaint to:

Complaints Department,
AmTrust Europe Limited,
Market Square House,
St James's Street,
Nottingham, NG1 6FG
Tel. No. +44 (0) 115 934 9852
Email. complaints@amtrusteu.co.uk

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complainants'.

on receipt of policy documentation, whichever is the latter (this period is referred to as the "cooling off period"). You should exercise this right by contacting **your** Insurance Intermediary and as long as you have not made a claim during the current period of insurance, we will refund the premium.

Your Intermediary Contact Details:

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

Tel: 01702 606 301

Fmail: cover4carayans@alanblunden co.uk

You can also cancel this insurance at any time during the **period of insurance** by contacting **your** insurance intermediary. Any return premium due to you will depend on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

Further information can be found at: www.financial-ombudsman org.uk

Financial Ombudsman Service. Exchange Tower. Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 or 0300 1239 123 Email: complaint.info@financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at:

www.fscs.org.uk or by contacting the FSCS on 0800 678 1100 or 020 7741 4100

# **Privacy And Data Protection Notice**

# 1. Data protection

**We** are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is Amtrust Europe Ltd. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit our website at www.amtrusteurope.com.

# 2. How we use your personal data and who we share it with

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

# 3. Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

#### 7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements. If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, Amtrust International - please see website for full address details.

## 4. Disclosure of your personal data

We may disclose your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

#### 5. International transfers of data

**We** may disclose **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

# 6. Your rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.



Essex, SS2 6HZ Baxter Building, 80 Baxter Avenue, Southend on Sea Alan Blunden & Co.Ltd

:4 01702 606 367 01702 606 301 :1

cover4caravans@alanblunden.co.uk :3

:W www.cover4caravans.co.uk

Version control: V7 July 2019 PWCPGPW008 (01\*2997) 01072019 Cold

