

# **Static Caravan Insurance**

**Policy Document** 



# Introduction

Welcome to your Cover4Caravans Static Caravan policy.

This document, the **schedule** 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, or if **you** have any queries, please immediately contact **your insurance intermediary**.

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 your insurance intermediary know as soon as possible. You must tell your insurance intermediary immediately about any changes to the information you have provided, for example, the use of your caravan, security arrangements and the sums insured or site address shown on your schedule. If you do not, 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. Your insurance intermediary may charge an administration fee to amend your policy.

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **we** have asked for. **You** must take care when answering the 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 or misleading information **we** may treat this **policy** as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

- Treat this policy 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;
- Have charged you the incorrect premium for providing your cover. If this is the case, we could
  reduce the amount of any claim payment with an adjustment, using the same proportionate
  difference between the actual premium charged and the higher premium due. For example, if the
  initial premium you paid was £200, but if accurate information had been provided, your premium
  would have been £400, a claim for an amount of £1,000 would be reduced to £500; or
- Cancel your policy in accordance with our Cancellation Rights Page 14.

If you become aware that information you have given us is inaccurate, you must inform your insurance intermediary as soon as possible.

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 contact your insurance intermediary who will arrange the cancellation for you. 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.

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

This **policy** is underwritten by AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA reference number: 202189

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# **Definitions**

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

### 1. Accidental Damage

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

#### 2. Caravan

The structure of the static **caravan** described in the **schedule** together with an awning, standard fixtures and fittings and furnishings included in the manufacturers' original specification, or supplied with the static **caravan** or fitted by the manufacturer at a later date.

Additional structures including skirting, veranda, patio, decking all contained within the boundaries of **your** plot which belong to **You** or for which **You** are responsible.

Your sum insured (as shown on your schedule) should cover the full cost of the static caravan as described above.

#### 3. Contents

Household goods, personal belongings, clothing, televisions, video, audio, and other items in **your caravan** which belong to **you**, or for which **you** are legally responsible. A single article limit of £500 applies.

### 4. Geographical Limits

United Kingdom (England, Scotland, Wales, Northern Ireland), the Isle of Man and the Channel Islands.

### 5. 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.

### 6. Insurance Intermediary

The company who sold the **policy** to **you** and who **you** pay **your** premium to.

# 7. In Use

When you or your immediate family or anyone you have given prior permission to use or visit your caravan for holiday purposes.

# 8. Loss of, or Damage to/Loss or Damage

Accidental loss, damage or destruction, theft or attempted theft.

### 9. Money

Cash, bank and 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.

### 10. Period of Insurance

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

#### 11. Permanent Residence

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

# 12. Policy

This document which becomes a valid policy when we give you your schedule.

#### 13. Schedule

The document **we** give **you** which makes the **policy** valid and shows details of **you**, **your** address, the **caravan**, the sums insured, the **caravan site address**, the **policy** number and any **policy** excess which may apply.

### 14. Site Address

A supervised or serviced **caravan** site where the owner of the site, their agent or a full time warden or other employee is permanently on site, declared to **us** and accepted by **us** and shown in **your schedule**.

### 15. Standard Caravanning Equipment

Items **you** would reasonably take with **you** when using **your caravan**, excluding electrical equipment, personal belongings and **valuables**.

### 16. Unoccupied

Any period exceeding 24 consecutive hours when the caravan is not in use.

#### 17. 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.

### 18. 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

## 19. You, Your

The person(s) named in the schedule.

# **Policy Cover**

#### What is covered.

We will cover you against loss or damage to the caravan and its contents which happens during the period of insurance within the geographical limits caused by:

- · fire or explosion;
- storm, flood, earthquake, lightning or thunderbolt:
- accidental damage (to the caravan only);
- malicious acts or vandalism;
- theft or attempted theft.

#### What is not covered

- 1. Loss or damage to:
  - your contents while outside the caravan:
  - contents as a result of theft, unless there is evidence of forcible and violent entry or exit to or from the caravan;
  - electronic or electrical equipment whilst left in the caravan when it is not in use:
  - the contents while the caravan is not in use except standard caravanning equipment;
  - contents owned by the hirer of the caravan:
  - tyres unless caused by an insured event;
  - the caravan while it is being transported;
  - money, valuables, firearms, wines, spirits and tobacco goods;
  - china, glass or porcelain.

- Accidental damage to contents and valuables
- We will not pay for loss or damage to caravan generators or damage to the caravan resulting from using generators.
- We will not pay for loss or damage to the caravan resulting from awnings being left up and attached to the caravan whilst the caravan is not in use.
- Loss of, or damage to your caravan keys and replacement locks to doors and/or windows over £250 for any one claim
- 6. Loss or damage caused by:
  - theft or malicious damage by anybody who has your permission to be in the caravan;
  - theft or attempted theft from the caravan unless there is evidence of forcible and violent entry or exit to or from the caravan:
  - theft of, or loss or damage to, garden fences, outbuildings and their contents.

# **Policy Benefits**

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

- If your caravan suffers loss or damage by an insured event at our option we will meet the additional costs necessarily and reasonably incurred in:
  - disconnecting and removing the caravan to a repairer we have agreed.
  - re-delivery from the repairer and reconnection of the caravan to you at the site address shown in the schedule.
- 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 may pay the extra costs you reasonably have to pay for:
  - hotel accommodation costs (but not including food and drink), up to £75 a day for up to 14 days; or
  - hire costs for a replacement caravan up to £75 a day for up to 14 days.
  - loss of hire costs if your caravan suffers loss or damage, we will pay the net loss of hiring charges actually booked before the loss or damage occurred.

The most **we** will pay under this cover will be £75 per day up to a maximum of 14 days, during any one **period of insurance**. **You** must keep a record of all bookingsand deposits paid and make theseavailable on request.

**You** will need to provide receipts as proof of any claim **you** may make for the policy benefits in thecover shown above.

3. Loss of Keys

We will pay up to a maximum of £250 in respect of replacement locks and keys to doors and/or windows for your caravan following loss of your caravan keys. The policy excess is not applicable in respect of this extension.

# **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 cover 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 your personal representative must keep to the terms, conditions and exclusions of this section

**We** will pay up to £5,000,000 in connection with any one incident.

#### What is not covered

- We will not cover public liability arising directly or indirectly whilst the caravan is being transported.
- We will not cover loss or damage to property you, your immediate family or your domestic employees own or are looking after or if it is more specifically insured elsewhere
- We will not pay if the liability arises from death, injury or illness of you or your immediate family.
- We will not cover public liability arising directly or indirectly while you are using the caravan as part of your job.

# **General Exclusions**

# 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:
- wear, tear or loss of value or any expense or costs that are indirectly caused by the insured event;
- 5. wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- 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**:
- any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event:
- pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

# We will not pay for any loss or damage:

- or any legal liability or bodily injury directly or indirectly caused by or arising from:
  - ionising radiation or radioactive contamination from any nuclear fuel or any

- nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

#### We will not pay for:

- 1. the first £100 of each and every claim:
- 2. more than £500 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:
- loss or damage if the caravan is being used as a permanent residence:
- loss or damage caused by water damage or resulting from water leaks, if the water and central heating systems have not been drained during the closing of the site address;
- loss or damage if the caravan is used for something other than for private, social, domestic and pleasure purposes or being used for residential purposes;
- any loss or damage which happens before the start of this policy;
- any loss or damage caused deliberately by you or your immediate family.

# **General Conditions**

- You must keep to the terms and conditions of this policy.
- It is a condition of this policy that the caravan must be securely anchored at all four corners to a firm solid base at all times.
- The water and central heating systems must be drained during the closing of the site address.
- You must take all reasonable steps to prevent or reduce loss or damage to the caravan and contents
- 5. **You** must maintain the **caravan** and keep it in good repair.
- You must not leave awnings up and attached to the caravan unless it is in use
- You must tell us immediately of any changes to the information you have provided. (This includes any changes in site address and security arrangements).

If **you** do not, **your policy** may not be valid

- If you make a fraudulent claim under this insurance contract:
  - a. **We** are not liable to pay the claim: and
  - We may recover from you, any sums paid by us to you in respect of the claim;

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 underclause (8)(c) above:

- 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,
- We need not return any of the premiums paid.
- 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.
- 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.
- 11. We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision for such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# **Claims Procedure and Conditions**

AmTrust Europe Claims Department

0115 934 9818

(lines are open 9am - 5pm Mon - Fri, calls are charged at standard rate)

Please contact **us** and **we** will provide **you** with a claim form.

When submitting a claim please 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 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.
- 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:
- 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:

- Keep the insured property and deal with the salvage accordingly;
- Negotiate, defend or settle (in your name and on your behalf) any claim made against you;
- 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 event. 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

**Our** acceptance of liability for any such temporary repair will always be subject to the terms and conditions of this **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 or damage or liability as this policy, we will pay only our share of the claim.

# **Settling Claims**

#### 1. The Caravan

We will either pay the cost of repairing the caravan or, if the caravan is 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 ten years of age from the date of manufacture we may replace the caravan with a new caravan of the same make and model. Your sum insured (as shown in the schedule), must cover the costs of a new caravan of the same make and model. You must be able to provide proof of purchase.

# b. Caravans Over Ten Years Old

We will pay the current market 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 or agreed by us), taking into account the age of the caravan and any deduction to reflect preaccident condition

#### 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

#### 3. The sums insured

If the sum 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 proportionate share of the claim accordingly.

X = <u>Premium Actually Charged</u> x 100 Higher Premium

# **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 a monthly premium:

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).

Your policy will also end automatically if you do not pay any premium when it becomes due. If this happens, you will be contacted requesting payment within 14 days. If we do not receive payment within this period, you will be written to again notifying you that your policy will be cancelled.

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 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 "cooling off period", we will refund your premium. No return of premium will be given if a claim has occurred during the "cooling off period".

# Your insurance intermediary contact details:

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

Tel: 01702 606 301

#### Email:

cover4caravans@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, less any cancellation fee your insurance intermediary may charge. No return of premium will be given if a claim has occurred during the period of insurance

# **Complaints Procedure**

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

If you have a query or complaint regarding the way the policy was sold, or the administration of your policy, you should refer to your insurance intermediary who sold the policy to you.

# IF YOUR COMPLAINT IS ABOUT YOUR CLAIM

At AmTrust Europe Limited, we are committed to providing a high level of service at all times but, if you believe that we have not delivered the service you expected, we want to hear from you so we can try to put things right. If you wish to make a complaint about a claim under your policy please contact:

Complaints Department Amtrust Europe Limited Market Square House St James's Street Nottingham NG1 6FG

Tel No. 0115 934 9852

(lines are open 9am – 5pm Mon – Fri, calls are charged at standard rate)

Email. complaints@amtrusteu.co.uk

We will contact you within three days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and provide our response within four weeks. If it will take us longer than four weeks, we will explain the current position and let you

know when **you** can expect **our** response.

### REFERRING YOUR COMPLAINT TO THE FINANCIAL OMBUDSMAN SERVICE

In the event that **you** are unhappy with **our** response to **your** complaint, or **you** have not received **our** response within 8 weeks of the date **we** received **your** complaint, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving **our** final response. Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when we have not been able to resolve matters to your satisfaction and the service they provide is free and impartial. Their contact details are as follows:

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

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers).

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal rights.

### Financial Services Compensation Scheme (FSCS)

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 be contacted on 0207 741 4100.

# Data Protection & Privacy Statements

#### 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 Limited. 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.

#### 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.

#### 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.





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

T: 01702 606 301

E: cover4caravans@alanblunden.co.uk



www.cover4caravans.co.uk



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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