



Static Caravan & Park Home

Policy Wording

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Static Caravan & Park Home Policy Wording

Introduction

Thank you for choosing Commercial Express to insure **Your Holiday Caravan**.

This **Policy** provides cover for **Your Holiday Caravan** and where selected **Your Contents**. All items covered are shown in **Your Schedule**.

This document sets out the conditions of the **Policy** between **You** and **Us**. This document, the **Schedule** and any **Endorsement(s)** attached form **Your Policy**.

This **Policy** sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract, and it does not protect against every loss.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this insurance, against **Damage You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance**.

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

Certain words will appear in bold in this **Policy**, they will have the meanings shown in the Definitions section of this **Policy**.

There are Conditions specific to certain sections (additional requirements may be imposed by **Endorsement**) and Claims Conditions contained in this **Policy** that are all important to **Us** and which **We** reply upon **You** to comply with. The conditions and Claims Conditions cover certain rights of both parties (**You** and **Us**) in the event of a claim. The Claims Conditions Section details the claims process.

The conditions clearly set out what **You** must do to ensure cover under this **Policy** is not prejudiced. In the event that **You** do not comply with a condition(s) and **You** need to make a claim **You** will need to show that non-compliance with the condition could not have increased the risk of **Damage** which has occurred.

If **You** are unsure as to what a condition means or if **You** are unable to comply with the terms **You** should consult with the broker that arranged this insurance on **Your** behalf.

Exclusions applying to the whole **Policy** are contained within the General Exclusions section (in addition to the exclusions under each specific section of cover) and **We** will not pay a claim if these exclusions are applicable.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify the **Sums Insured**.

The **Schedule** may also contain additional conditions to the **Policy** wording that **We** have imposed placing additional conditions on **You** and/or limited coverage. The terms of those conditions will be attached to the **Policy** in the form of an **Endorsement**.

Please read the whole document carefully and keep it in a safe place. It is arranged in different sections. It is important that:

- **You** are clear which Sections **You** have requested and want to be included.
- **You** understand what each Section covers and does not cover.
- **You** understand and comply with **Your** own duties under each Section and under the Insurance as a whole.
- **You** check that the information **You** have given **Us** is complete and accurate and not misleading or untrue - see the Information **You** have given **Us** section.
- **You** notify the broker that arranged the insurance on **Your** behalf as soon as reasonably practicable of any inaccuracies in the information **You** have given **Us**.
- **You** review the document periodically to ensure that the cover remains adequate and notify the broker that arranged the insurance on **Your** behalf as soon as reasonably practicable if any updates are required.

In the event that the cover does not meet **Your** requirements **You** should advise the broker that arranged this insurance on **Your** behalf as soon as reasonably practicable.

In the unlikely event that **You** feel that **You** need to make a complaint concerning this insurance **You** will find the process in the Enquiries and Complaints Procedure Section.

TO MAKE A CLAIM PLEASE CALL, 02891 276919 OR EMAIL office@lucas-solutions.com

For full information relating to “Claims” please see the Claims Conditions Section of this document.

Insurance Contract

This policy is administered by Commercial Express Quotes Limited and Underwritten by The SCOR Syndicate 2015.

Under this **Policy** Commercial Express Quotes Ltd are acting solely as underwriting agents on behalf of the subscribing **Underwriters** with no liability under this **Policy**. Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority No 311067. The registered office of Commercial Express Quotes Limited is:

B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.

SCOR Syndicate 2015 is managed by The SCOR Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 605605.

This is to certify that authorisation has been granted to Commercial Express Quotes Ltd under the contract number shown in the **Schedule** by SCOR Syndicate 2015.

Financial Services Compensation Scheme

In respect of the following statement only, '**We/Our**' refers to SCOR Syndicate 2015 and Commercial Express Quotes Limited.

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Law and Language Applicable to Contract

The language of this **Policy** and all communications relating to it will be English.

This insurance will be governed by English Law, **You** and **We** agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey in which case the law of Jersey will apply, and the Jersey courts will have exclusive jurisdiction).

Rights of Third Parties

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Several Liability Notice

The subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all

or part of its obligations.

Important Information - Information You have given Us

In deciding to accept this **Policy** 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** have deliberately or recklessly provided **Us** with false or misleading information **We** will 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;
- 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 right to cancel condition below.

We or the broker that arranged the insurance on **Your** behalf will write to **You** if **We**:

- intend to treat **Your Policy** as if it never existed; or
- need to amend the terms of **Your Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform the broker that arranged the insurance on **Your** behalf as soon as practicable.

Notifying us of any changes or inaccuracies

You must notify the broker that arranged the insurance on **Your** behalf:

- without delay if **You** become aware that information **You** have given **Us** is inaccurate;
- within fourteen (14) days of **You** becoming aware about any changes in the information **You** have provided to **Us** which happens before or during the **Period of Insurance**.

When **We** are notified that information **You** previously provided is inaccurate, or of any changes to that information, **We** will tell **You** if this affects **Your** insurance. For example, **We** may amend the terms of **Your** insurance, or require **You** to pay more for **Your** insurance, or cancel **Your** insurance in accordance with the cancellation clause below.

Important Information - "Policyholder Notices"

Cancellation

You can cancel this **Policy** at any time by writing to the broker that arranged the insurance on **Your** behalf.

We can cancel this **Policy** by giving **You** thirty (30) days' notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **We** request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

Refund of Premium

You have a statutory right to cancel this **Policy** by writing to the broker that arranged the insurance on **Your** behalf within fourteen (14) days of either:

- the date you receive this **Policy**; or
- the start of the **Period of Insurance**

whichever is the later.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside of the statutory right period, and **You** have not made a claim during the current **Period of Insurance**, **We** shall calculate the proportionate premium for the period **You** have been insured which will be subject to the minimum time on risk charge as stated in the **Schedule** and will refund any balance, less an administration fee, for any remaining period of cover.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

If **You** do not exercise your right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the premium.

If **We** cancel the **Policy**, and **You** have not made a claim during the current **Period of Insurance**, **We** shall calculate the proportionate premium for the period **You** have been insured and will refund any balance.

Your Personal Information Notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance. Commercial Express Quotes Limited administer this **Policy** and manage this insurance and act on **Our** behalf. For the purposes of this section on Data Privacy only, The SCOR Syndicate 2015 and Commercial Express Quotes Limited are defined as **We/Our**.

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about **Your** health and any criminal convictions **You** may have). Where **We** need **Your** consent, **We** will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect our ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **You** provide **Us** or the broker that arranged the insurance on **Your** behalf with details about other people, **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see our full privacy notice(s), which are available online on our website(s) or in other formats on request.

For The SCOR Syndicate 2015 see: www.scor.com/en/cookies-privacy

For Commercial Express Quotes Limited see: www.commercialexpress.co.uk/privacy-policy-policyholders

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of our full privacy notice(s), please contact **Us**, or the broker that arranged the insurance on **Your** behalf.

Claims Conditions

These are the claims conditions that apply to the whole of this **Policy**. **You** must comply with these conditions, if **You** do not, it will prejudice **You** in the event of a claim, which may result in **Your** claim not being paid and by notice to **You We** may treat this insurance as having been terminated with effect from the date of the failure to comply.

How to make a claim

To make a claim simply contact our claims representative by using the contact details below:

By telephone: 02891 276919 (24 hours claims help line)

By email: office@lucas-solutions.com

At the time of making a claim, please provide:

The **Policy** number stated on **Your Schedule** and full details of the claim.

Things you must do

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

1. **You** must notify the broker that arranged the insurance on **Your** behalf as soon as reasonably practicable giving full details of what has happened.
2. **You** must provide the broker that arranged the insurance on **Your** behalf with any other information **We** may require.
3. **You** must forward to the broker that arranged the insurance on **Your** behalf as soon as reasonably practicable, but no later than fourteen (14) days, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive.
4. **You** must inform the Police, as soon as reasonably practicable, following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without our written permission.
6. **You** must take all reasonable care to limit any loss, **Damage** or **Bodily Injury**.
7. **You** must retain ownership of **Your** property at all times. **We** will not take ownership of, or accept liability for, any of **Your** property unless **We** agree with **You** in writing in advance to do so.

Obsolete parts

Where a claim results in the **Holiday Caravan** needing new parts or accessories which are found to be obsolete or unobtainable our liability will be limited to the last known list price of the part or accessory required, together with appropriate fitting charge.

Matching Parts

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Hire Purchase and Leasing

If the **Holiday Caravan** is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the **Holiday Caravan** will normally be made to the legal owner of the **Holiday Caravan**, where known by **Us**.

Other insurance

If when any claim arises there is any other insurance in force covering the same matter, **We** will only pay our rateable proportion.

Defence of claims

We may, at our discretion take full responsibility for conducting, defending or settling any claim in **Your** name and take any action **We** consider necessary to enforce **Your** rights or our rights under this insurance.

To help us settle your claim

It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **We** may require to help with **Your** claim.

Fraudulent Claims

- 1) If **You** make a fraudulent claim under this insurance contract, **We**:
 - a) will not be liable to pay the claim; and
 - b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
 - c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If **We** exercise our right under clause 1) 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 the **Underwriters** 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
 - b) **We** do not need to return any of the premiums paid.
- 3) If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may exercise the rights set out in clause 1) above as if there were an individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

Enquiries and Complaints Procedure

Enquiries

Policy Administration Enquiries

If **You** have any questions or concerns about **Your** policy administration and documents, **You** should contact in the first instance the broker that arranged the insurance on **Your** behalf.

Claims Administration Enquiries

If **You** have any questions or concerns about a claim or its administration, **You** should contact **Our** Claims Representatives using the following contact details:

By telephone: 02891 276919

By email: office@lucas-solutions.com

How to Complain

Our aim is to provide all our customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the broker that arranged the insurance on **Your** behalf.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

Claims Administration Issues

If **Your** complaint is about a claim, **You** should refer the matter to **Our** Claims Representatives using the following contact details:

By telephone: 02891 276919

By email: office@lucas-solutions.com

Alternatively, **You** can ask the broker that arranged the insurance on **Your** behalf to refer the matter on for **You**.

Please quote **Your** claim reference and **Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

Complaints relating to any other matter

If **Your** complaint relates to any other matter, **You** should contact:

The Compliance Manager

Commercial Express Quotes Ltd Phone 01384 473201

B1 Custom House

The Waterfront Email complaints@commercialexpress.co.uk

Authorised and regulated by the Financial Conduct Authority No. 311067

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Level Street
Brierley Hill
DY5 1XH

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints> Alternatively, a copy can be provided on request.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

You can also ask the broker that arranged the insurance on **Your** behalf to refer the matter on for **You**.

What happens next?

If Commercial Express Quotes Ltd or **Our** claims representative is not able to resolve **Your** complaint satisfactorily by close of business the 3rd working day following receipt of **Your** complaint, they will refer **Your** complaint to the Head of Compliance at the SCOR Managing Agency Ltd., who will send **You** an acknowledgement letter. If **You** do not receive any acknowledgement letter, or at any time **You** wish to do so **You** may contact the Head of Compliance yourself by writing to:

The SCOR Managing Agency Ltd.
10 Lime Street
London
EC3M 7AA

Telephone: 0203 817 5070
E-mail: scorchannelcomplaints@scor.com

We will investigate **Your** complaint and will provide **You** with a written response within two weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

In the event that **You** remain dissatisfied with **Us** then **You** may refer the matter to the Complaints team at Lloyd's:

Complaints
Lloyd's
Fidentia House,
Walter Burke Way,
Chatham Maritime
Kent ME4 4RN

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

If you remain unhappy

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or, in any event, after a period of eight weeks from making **Your** complaint, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case

where court proceedings are actively in progress.

The Financial Ombudsman Service Telephone: **0300 123 9 123** or **0800 0234 567**
Exchange Tower
London, E14 9SR

Further information is available from them and **You** may refer a complaint to them online at
www.financial-ombudsman.org.uk

Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below.

Bodily Injury means accidental physical injury, death, or illness (including mental anguish or shock)

Contents means **Personal Belongings**, bedding, household linen and luggage, utensils, furniture and furnishings that are not fitted to the **Holiday Caravan**, which **You** or **Your Family** own, including free standing furniture, clothing, barbecues, luggage, lawnmowers and gardening equipment, valuables and general household goods, including TV's, radios, video or DVD recorders, computers and hi-fi systems whilst contained in or about the **Holiday Caravan** and/or adjacent locked storage.

Excluding:

- a) Any item worth more than 50% of the **Contents Sum Insured** unless specified in the **Schedule**.
- b) Property where more specific insurance is in place.
- c) Ride-on and mechanically propelled lawnmowers.

Cyber means any risk where the losses are cyber-related, arising from either malicious acts (e.g. cyber-attack, infection of an IT system with malicious code) or non-malicious acts (e.g. loss of data, accidental acts or omissions) involving either tangible or intangible assets.

Damage/Damaged means loss of or damage to the **Holiday Caravan** and **Contents**.

Defined Peril means fire, lightning, explosion, earthquake, **Storm** or flood, freezing or escape of water from fixed water or heating systems, washing machines or dishwashers, oil escaping from a fixed heating system, riot, civil commotion, strike, labour or political disturbance, malicious persons, theft or attempted theft, falling trees or branches, falling television or radio aerials, aerial fittings or masts, collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

Endorsement(s)

A change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in the **Schedule**.

Excess means the amount payable by **You** as shown in the **Schedule** in the event of a claim.

Family means **Your** spouse/partner, children, parents and other relatives and friends using the **Holiday Caravan** with **Your** permission.

Fees means fees which have to be paid to repair or replace the **Holiday Caravan** other than costs which **You** incur to submit a claim under this **Policy**.

Geographical Limits means United Kingdom, the Channel Islands or the Isle of Man

Holiday Caravan means the static caravan or park home as shown in **Your Schedule** plus: awnings, external steps, balconies, decking, toilet tents and portable toilets, fixtures and fittings including refrigerators, microwaves, cookers, generators, gas bottles securely padlocked unless in use and

connected, wheel clamps, hitch locks, batteries, aerials, water tanks and other similar caravan attachments but excluding outbuildings.

Insured Event

A claim **You** have made under a section of this **Policy**.

Market Value means the value of the **Holiday Caravan** taking into account its type, age, wear and tear, and general condition in the open market at the time of the loss, and in the event of a total loss taking into account fees and associated costs.

Money means current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, travellers cheques, postal and money orders, premium bonds, luncheon vouchers, telephone cards, season travel tickets and gift tokens.

New for old means the cost of replacing the **Holiday Caravan** with its new equivalent in the event of a total loss taking into account **Fees** and associated costs.

Personal Belongings

Clothes and personal articles people normally wear or carry, portable electrical equipment but excluding:

- a) **Money**, jewellery, Gold Silver, watches, articles of precious metals, photographic and optical equipment, camcorders, furs, pictures, works of art, curios and stamp, coin and other collections, contact or corneal lenses, sports equipment, pedal cycles, fishing equipment, boating equipment, surfboards, pets, livestock, securities, documents of any kind.

Policy

The entirety of the **Policy**, the **Schedule** and/or any **Endorsement(s)** or amendments (whether or not such **Endorsement(s)** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Policy** shall refer to the entire **Policy**.

Period of Insurance

The period of insurance specified in the **Schedule**

Schedule

The document detailing the policyholder and the extent of cover provided under the **Policy**.

Storm

Strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain or snow alone does not constitute storm unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

For the purposes of this definition:

- a) Extreme rain is 25mm/1 inch or more of rain over a 1-hour period or a proportionate amount over a shorter time.
- b) Extreme snow is 30cm/12 inches or more of snow within a 24-hour period (or less).

Sum Insured

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

Unoccupied means when the **Holiday Caravan** is without occupants living in, vacant, uninhabited, untenanted by people.

We/Us/Underwriters means SCOR Syndicate 2015

You/Your/Insured means the Insured Person(s) or entity named in the **Schedule**.

Section 1 - Holiday Caravan Cover

If the **Holiday Caravan** or **Contents** is subject to **Damage** caused by a **Defined Peril** during the **Period of Insurance** whilst the **Holiday Caravan** is sited at the address stated in the **Schedule** then following an **Insured Event** **We** may pay **You**, at our option, the cost of repair, the amount of **Damage** or replace the **Holiday Caravan** and **Contents** subject to the following basis of settlement:

Basis of Settlement

- a) If **Your Holiday Caravan** is less than ten years old at commencement of this insurance or at the time of **Damage** -
 - i) If repair is carried out, **We** will pay the cost of repair without deduction for wear and tear
 - ii) If **Your Holiday Caravan** is **Damaged** beyond economic repair or is stolen and not recovered **We** will pay for replacement as new of the same make and model or the nearest equivalent
 - iii) If **Your Contents** (other than **Personal Belongings**) are **Damaged**, **We** will pay for replacement as new
 - iv) If **Your Personal Belongings** are **Damaged** we will pay the cost of replacement as new less a deduction for wear, tear and depreciation
- b) If your **Holiday Caravan** is over ten years old at the time of **Damage** -
 - i) If repair is carried out, **We** will pay the cost of repair without deduction for wear and tear
 - ii) If **Your Holiday Caravan** is **Damaged** beyond economic repair or is stolen and not recovered, **We** will pay the **Market Value**
 - iii) If **Your Contents** and **Personal Belongings** are **Damaged**, **We** will pay for replacement as new less a deduction for wear, tear and depreciation
- c) The maximum **We** will pay in respect of **Damage** to the **Holiday Caravan** and **Contents** as described in a) and b) above is the **Sum Insured** shown in the **Schedule**.

Section 1 - Extensions of Cover

Loss of Use and Hiring Charges

In the event of the **Holiday Caravan** being rendered unusable following an **Insured Event** under this Section, **We** will pay rental charges booked prior to the **Damage** and expenses reasonably incurred for the hire of another caravan or alternate accommodation up to 20% of the **Sum Insured** under this Section. Payments will cease when the 20% limit has been paid or when **We** consider the **Holiday Caravan** to be fit for use, whichever comes first.

You must maintain a record of all bookings, agreed hiring charges, expenses incurred, and deposits paid.

Freezer Food

We will pay up to £100 following **Damage** to freezer food contained in a domestic freezer due to a rise or fall in the temperature of the freezer but excluding **Damage** arising from the deliberate cutting off of the power supply.

Removal of Debris

Following an **Insured Event**, **We** will pay for costs and expenses necessarily incurred by **You** with **Our** consent in:

- a) removing debris from
- b) dismantling and/or demolishing

the portion or portions of the **Holiday Caravan** and/or **Contents** insured as a result of **Damage**.

Replacement Locks

We will pay to replace locks to the **Holiday Caravan** following accidental loss of the keys or **Damage** caused to the locks.

Contents in the Open

We will pay for **Damage** to **Contents**, which are specifically designed to stay in the open, which are within **Your** designated plot on the site **Your Holiday Caravan** is located whilst it is occupied caused by a **Defined Peril** up to a maximum of £300.

Accidental Damage to Underground Services

We will pay for **Damage** caused to the underground water, gas, sewer and drainpipes and underground electricity and telephone cables within **Your** plot boundary connected to the public mains for which **You** are legally responsible.

Accidental Damage to Sanitary Ware and Fixed Glass

We will pay for **Damage** to glass in doors, windows, fanlights or skylights or of washbasins, splashbacks, pedestals, baths, sinks, bidets, lavatory cisterns, lavatory pans, shower trays and shower screens all fixed to and forming part of the **Holiday Caravan**.

Section 1 - Conditions

The Sum Insured

The **Sum(s) Insured** shown in the **Schedule** must represent:

- a) If the **Holiday Caravan** is under ten years old at the commencement of this insurance the replacement cost as new of the **Holiday Caravan** and **Contents**.
- b) If the **Holiday Caravan** is over ten years old at the commencement of this insurance the full **Market Value** of **Your Holiday Caravan** and **Contents**.

Average

The insurance of property by this **Policy** is subject to the condition of Average.

This means that if the **Sum Insured** immediately before any loss or **Damage** does not represent the full cost of replacement as described in '**Sum Insured**' then **We** will only pay the same proportion of the loss or **Damage** as the **Sum Insured** bears to the full cost of replacement. For example: if the sum represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or **Damaged**.

Instalments/Direct Debit

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.

Winterisation Conditions

You must comply with the below, otherwise if a claim happens as a result of **Your** non-compliance **Damage** caused by or resulting from escape of water or oil from any fixed domestic water or heating installation or water freezing in any fixed domestic water or heating installation, will not be covered:

Between the period of 1st November to 31st March (inclusive), **You** must ensure that:

- a) When the **Holiday Caravan** is NOT **Unoccupied** (therefore has occupants living in and inhabited by people):
 - (i) If the **Holiday Caravan** has a central heating system installed which is fitted with a thermostat **You** must set this to continuously operate and maintain a minimum temperature of 15C;
 - (ii) If the **Holiday Caravan** does not have a central heating system with a thermostat installed **You** must turn off all sources of heating when leaving the **Holiday caravan** unattended (this applies if at least one responsible person is not physically within the **Holiday Caravan** or within a 1-meter boundary of the **Holiday Caravan**).
- b) When the **Holiday Caravan** is **Unoccupied** for a period of more than 3 consecutive days, **You** must:
 - i) switch off the water at the mains;
 - ii) drain all fixed water tanks and pipes, and
 - iii) ensure that all taps and showers have been left open and the plugholes left unobstructed. (The drainage should be carried out in accordance with the manufacturers instructions).

No Claim Discount

In calculating the renewal premium for **Your Policy**, a discount will be allowed provided **You** have not made a claim during the previous **Period of Insurance**.

Any claim will result in the **No Claims Discount** at next renewal being reduced to nil.

Exclusions to Section 1

The following Exclusions apply to this Section:

- 1) **Damage** caused by or arising from the use of portable heaters with a naked flame
- 2) **Damage** caused by or arising from manufacturing defects, depreciation, weathering, wear and tear, gradual deterioration, ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, insects moths or vermin, rust corrosion fungus or woodworm or the process of dyeing, cleaning, washing, maintenance, dismantling altering or repair (but this exclusion shall not exclude subsequent **Damage** which is otherwise not excluded)
- 3) **Damage** unless the **Holiday Caravan** is securely anchored to the ground at four (or more) points of the chassis or is fully skirted
- 4) **Damage** by theft, attempted theft or malicious damage caused by **You** or **Your Family** or any other occupant or user or with the involvement of any occupant or user of the **Holiday Caravan**.
- 5) **Damage** to televisions, personal computers, audio and video equipment occurring whilst the site is closed or while the **Holiday Caravan** is **Unoccupied** for a period of more than 30 consecutive days.
- 6) **Damage** caused by or arising from theft or attempted theft not involving forcible and violent entry into or exit from the **Holiday Caravan** unless the **Holiday Caravan** itself is stolen.
- 7) **Damage** caused by or arising from deception by persons claiming to be a buyer or a buying or selling agent
- 8) **Damage** caused by domestic pets.
- 9) **Damage** caused by any process of repair or restoration.
- 10) **Damage** caused by electrical or mechanical breakdown
- 11) The **Excess**;
- 12) **Damage** arising from deception or the use of stolen, forged or invalid cheques drafts bank notes and the like.

Sub-section 1 – Public Liability Cover

We will cover **You** up to £1,000,000, or the amount as stated in **Your Schedule**, in respect of amounts **You** become legally liable to pay following death, **Bodily injury** or **Damage** to property arising from one event or all events of a series consequent on one original cause happening during the **Period of Insurance** caused by or through **Your** use of the **Holiday Caravan**.

In addition, **We** will pay defence costs and expenses with our written consent in respect of any claim against **You** which may be the subject of compensation under this insurance.

The following exclusions apply to this Section:

- 1) **Bodily Injury**, loss or **Damage** occurring while the **Holiday Caravan** is being transported or towed by a motor vehicle that is attached to or becomes detached from a motor vehicle;
- 2) **Bodily Injury to You**, any person that lives with **You**, any member of **Your** immediate **Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**;
- 3) Loss or **Damage** to any property owned, held in trust, in the charge of or under the control of **You**, any person that lives with **You**, any member of **Your** immediate **Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**;
- 4) Any event which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;
- 5) **Bodily Injury** or **Damage** caused by or in connection with or arising out of the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle, aircraft, hovercraft or watercraft;
- 6) Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation;
- 7) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement;
- 8) Liability arising from the ownership or possession of an animal included under the Dangerous Dogs Act 1991 or any amending Legislation;
- 9) Liability arising from the **Holiday Caravan** being used for any trade or business purpose.
- 10) The amount of **Excess** shown in the **Schedule**;

Extension to Sub-Section 1 - Legal Personal Representatives

If any person insured under the **Policy** dies, the personal representative will be entitled to the cover provided by Sub Section 1 – Public Liability Cover, for any claim made.

General Exclusions

The General Exclusions set out what is not covered under this **Policy** and apply to the entire **Policy**. Where additional exclusions apply to a specific section they are stated in that Section.

We will not cover:

1. Asbestos

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

2. Contamination (other than Nuclear, Biological or Chemical Contamination) and Pollution Exclusion

1. This insurance shall not cover any loss or **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;

- i) Fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) **Storm**, hail
- vi) flood inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

3. Cyber and Data

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

4. Infectious or Contagious Disease

This insurance does not cover any loss, **Damage**, liability, cost or expense, in any way caused by or resulting from:

- i) **Infectious or contagious disease**
- ii) Any fear or threat of i) above, or
- iii) Any action taken to minimise or prevent the impact of i) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

5. Institute Radioactive Contamination and Nuclear Assemblies

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

In no case shall this insurance cover loss or destruction of or damage to any property whatsoever, or any loss or expense, any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

6. Micro-Organism

This insurance does not cover any loss, **Damage**, claim cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to insured property
- ii) any **Damage** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

7. Nuclear, Biological and Chemical Contamination

This insurance does not cover loss or destruction of or damage to any property or any resulting loss or expense or any loss of use, or any legal liability directly or indirectly caused by or arising from;

- a) any legal liability of whatsoever nature;
- b) death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this general exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

8. Nuclear Energy Risks

This **Policy** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third-party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

9. Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

10. Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is

agreed that this **Policy** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

11. War and Civil War Exclusion clause

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.