

Your touring caravan policy wording



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Summary of Cover

This table summarises the cover provided by this policy. Please refer to the sections of cover within this document and **your policy schedule** for full details.

Benefit	Basis of Cover Excess	
Section 1 Caravan	Up to sum insured for; New for Old Or Market Value Awnings insured up to the limit as shown on your policy schedule	Shown on your policy schedule
Additional Covers A Caravan Recovery and Re-Delivery B Alternative Accommodation C Loss and Theft of Keys D Driver Illness Cover	Up to sum insured £100 per day, up to a total £1,500 Up to £1,500 Up to £600	Shown on your policy schedule
Section 2 OPTIONAL COVER Caravan Contents and Equipment	Up to sum insured Single item up to £300	Shown on your policy schedule
Section 3 OPTIONAL COVER European Cover	Up to 180 days	
Section 4 OPTIONAL COVER Family and Friends Cover	Section 1 and Section 2 cover is extended to include family/friends	
Section 5 Public Liability	Up to sum insured	Shown on your policy schedule

Important Contact Details

Please ensure that **you** contact **us** before **you** agree to or incur any charges, details of how to do this are shown below.

Important Contact Details	Who to Call	Contact Details
To make any queries regarding your policy or if you need to tell us of any changes to your circumstances	CaravanPlan Insurance	Tel: 0343 227 0841 Email: enquiries@caravanplaninsurance.co.uk
To make a complaint regarding the sale of your policy	CaravanPlan Insurance	Tel: 0343 227 0843 Email: customerrelations@ukgeneral.co.uk Address: CaravanPlan Insurance, UK General Insurance Limited, Building 3.1 Carrwood Park, Swillington Common Farm, Selby Road, Leeds LS15 4LG
To cancel your policy	CaravanPlan Insurance	Tel: 0343 227 0841 Email: enquiries@caravanplaninsurance.co.uk
To make a claim on Section 1: Caravan, Section 2: Caravan Contents and Equipment, Section 3: European Cover and Section 4: Family and Friends Cover	CaravanPlan Insurance	Tel: 0343 227 0842 Email: claims@caravanplaninsurance.co.uk Address: CaravanPlan Insurance, Davies Group, Two Smithfield, Leonard Coates Way, Stoke-on-Trent ST1 4FD
To make a complaint regarding a claim on Section 1: Caravan, Section 2: Contents and Equipment, Section 3: European Cover and Section 4: Family and Friends Cover	CaravanPlan Insurance	Tel: 0343 227 0845 Email: claimscomplaints@caravanplaninsurance.co.uk Address: CaravanPlan Insurance, Davies Group Limited, Two Smithfield, Leonard Coates Way, Stoke-on-Trent ST1 4FD
To make a claim on Section 5: Public Liability	Kennedys Solicitors LLP	Tel: 0343 227 0844 Email: UKG@kennedyslaw.com Address: Kennedys LLP, 6 Queen Street, Leeds, LS1 2TW
To make a complaint on Section 5: Public Liability	Kennedys Solicitors LLP	Tel: 0343 227 0844 Email: UKG@kennedyslaw.com Address: Kennedys LLP, 6 Queen Street, Leeds, LS1 2TW

Please note: Calls to 03 numbers are charged at local rates.

How to Make a Claim

If **you** need to make a claim, please let **us** know as soon as possible by contacting **us** in one of the following ways:

Section 1: Caravan, Section 2: Caravan Contents and Equipment, Section 3: European Cover, Section 4: Family and Friends Cover.

Call us on: 0343 227 0842 Email us at: claims@caravanplaninsurance.co.uk Mail us at: CaravanPlan, Davies Group, Two Smithfield, Leonard Coates Way, Stoke-on-Trent ST1 4FD

Section 5: Public Liability

Call us on: 0343 227 0844 Email us at: UKG@kennedyslaw.com Address: Kennedys LLP, 6 Queen Street, Leeds, LS1 2TW

In all correspondence please tell **us you** are insured by CaravanPlan Insurance and provide **your** unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **your caravan**, **caravan contents** and **equipment** from further damage.

If **you** receive any correspondence from any person claiming injury or damage against **you** or **your family/friends** (if this optional cover has been purchased), **you** should not respond. Please forward all correspondence to **us** without delay. **We** reserve the right to deal with the defence or settlement of **your** claim in **your** name.

You will be required to produce proof of ownership of **your caravan**, **caravan contents** and **equipment** in the event of a claim. Please don't keep any important documents in **your caravan**. Where possible **you** should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for **us** to inspect.

Sometimes **we** will need to ask a loss adjuster to help **us** deal with **your** claim. If so, **we** will tell **you** and arrange for the loss adjuster to visit **you**. The loss adjuster's role is to assess the claim, confirm what action **you** need to take and recommend to **us** how to deal with the claim.

IMPORTANT | **PLEASE ENSURE THAT YOU REPORT ANY THEFT OR MALICIOUS DAMAGE TO THE POLICE AS SOON AS POSSIBLE. We** may reject any claim if it is not reported to the police and a crime reference number obtained.

How we Settle your Claim

Your policy schedule will show if **your** claim will be settled on a New for Old or Market Value basis. Please be aware that only **caravans** manufactured 5 years or less from the start date of the policy are eligible for New for Old cover.

New for Old

If **your caravan** is lost, stolen or damaged beyond economical repair, at **our** discretion **we** will replace the **caravan** with:

- a) A new one of the same make and model, or
- b) A new one of an equivalent make and model, or
- c) Pay the cash equivalent.

Please note: The **sums insured** as shown on **your policy schedule** must represent the full replacement value as new at the time of loss or damage.

If any items covered under Section 2: **Caravan Contents** and **Equipment** are lost, stolen or damaged beyond economical repair, at **our** discretion **we** will:

- a) Replace the item or part to the equivalent make and/or model, or
- b) Pay the cost of repairing the item, or

c) If **you** choose to select **your** own supplier, **we** will only pay up to the amount it would have cost to replace or repair using **our** own suppliers, or

d) Make a cash payment.

Market Value

If **your caravan** is lost, stolen or damaged beyond economical repair, **we** will pay **you** the value of the **caravan** at the time of its loss or destruction.

At no time will the amount **we** pay exceed the **sums insured**, or the Market Value, whichever is the lesser amount.

Repair

At **our** discretion if a repair is carried out, **we** will pay the cost of repair without deduction for wear and tear. If parts or accessories are found to be obsolete or unobtainable, **we** may use parts and accessories of a similar type and quality which are not supplied by the manufacturer.

Total loss claims/automatic reinstatement

If **your caravan** has been declared a total loss, **your** policy will continue. **Your sum insured** will be automatically restored to the full amount subject to the replacement **caravan** being acceptable for cover.

Sometimes we will need to ask a loss adjuster to help us deal with your claim. If so, we will tell you and arrange for the loss adjuster to contact you. The loss adjuster's role is to assess the claim, confirm what action you need to take and recommend to us how to deal with the claim.

Important Information

Please take time to read all your policy documents in full to make sure you understand the cover provided.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in **your policy schedule** and this policy document, subject to the terms and conditions, and exclusions shown in this document for all claims occurring during the **period of insurance**.

Your cover is valid for the period of insurance as shown on your policy schedule.

Please refer to the policy documents provided to **you** when the policy was purchased or amended, for details of the type and level of cover **your** policy provides.

Information you have provided

You must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

You must notify **us** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **us** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim or **you** may be charged an additional premium. **We** may not pay any claim in full or **your** policy could be invalid.

Changes that may affect your cover

You must tell **us** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed **your** policy, for example:

- If you change your caravan
- **You** or anybody living with **you** is declared bankrupt or is convicted of any criminal offence (excluding motoring offences)
- Any change in your caravan's Place of Storage
- Any change in how **you** use **your caravan** for example for hiring out, residential or business purposes.

This is not an exhaustive list and any changes **you** tell **us** about may affect **your** cover or result in a change to **your** premium. If **you** are unsure whether a change may affect **your** cover, please contact **us**.

Accessibility | Alternative Formats

The Policy Wording and the Insurance Product Information Document (IPID) are also available in large print, audio and braille. If **you** require any of these formats, please contact **us** at; enquiries@caravanplaninsurance.co.uk

Your Insurer

CaravanPlan Insurance is a trading name of UK General Insurance Limited.

This insurance is underwritten by UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at; P O Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **our** details on the Financial Services Register <u>https://register.fca.org.uk/</u>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <u>https://www.fsc.gi/.</u>

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <u>https://register.fca.org.uk.</u>

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

Your Right to Cancel

You have the right to cancel this policy within 14 days of the date **you** purchased the policy or when **you** received the policy documents, if this is later. **You** do not need to provide a reason for cancellation, and **we** will provide a full refund of any premium paid, unless **you** have made a claim or there has been an incident likely to result in a claim.

If **you** wish to cancel the policy after 14 days, **we** will provide a refund, less a proportionate charge for any cover already provided, unless a claim has been made or there has been an incident likely to result in a claim.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your** policy by monthly instalments **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full.

Cancellation by Us

We may at any time cancel this insurance policy by giving 14 days' notice in writing, where there is a valid reason for doing so. A cancellation letter will be sent to **you** at your last known address. Valid reasons may include but are not limited to:

- a) non-payment of premium
- b) threatening and abusive behaviour
- c) failure to provide documents
- d) non-compliance with policy terms and conditions.
- e) a change in your circumstances means that we can no longer provide cover

f) where we identify your involvement in, or association with, insurance fraud or financial crime g) where you have misrepresented

If **we** cancel **your** policy, **we** will provide a refund of **your** premium less a proportionate charge for the cover already provided, unless the reason for cancellation relates to fraud, which is detailed on page 24.

Renewal of Your Policy

We reserve the right not to invite the renewal of your policy. In this event we will notify you in writing to let you know.

Policy Limits

All sections of the policy have limits stating the most that **we** will pay under that section. Sometimes there are limits within the section for specific items or single items. Full details are contained in this policy document and in **your policy schedule**, but please also see the summary table on page 3.

Policy Excess

You will have to pay any **excesses** shown on **your policy schedule**. We will only deduct one **excess** for each claim. If **we** have asked a supplier to deal with all or part of **your** claim, **we** may ask them to collect the **excess** from **you**.

Definition of Words

The words or expressions detailed below have the following meaning wherever they appear in **bold type**.

Accidental Damage: sudden and unintentional physical damage which happens unexpectedly.

Audio and Visual Equipment: televisions, radios, Blu-ray / DVD players, satellite dishes, and associated equipment which are left permanently in the **caravan**.

Bodily Injury: an identifiable physical injury caused by an accident at an identifiable time and place.

Caravan: the structure of the touring caravan described in **your policy schedule**, together with awnings, steps and standard manufacturer's fixtures and fittings.

Caravan Contents: household goods or such related items including; bedding, BBQs, garden chairs, refrigerators, sleeping bags, tables, sports equipment, personal items including clothing and **audio and visual equipment**.

Equipment: gas bottles, water containers, fixed motor movers, stabilisers and wheel clamps/locks.

Europe: the Channel Islands, Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar. Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Slovakia, Sardinia, Sicily, Slovenia, Spain, Sweden, Switzerland, and Vatican City.

Excess: the first amount of any claim, which will be payable by **you** and detailed on **your policy schedule**.

Family/Friends: your parents, spouse, domestic partner, son, daughter (including adopted and

fostered children), siblings and friends but not including lodgers or paying guests.

Home: within the boundaries of **your permanent residence** but excluding communal parking areas and any public road or highway.

In Use: when **you** are using or visiting **your caravan** for holiday purposes.

Period of Insurance: the period specified on **your policy schedule**.

Permanent Residence: any dwelling occupied by you as a main domestic residence (whether temporary or permanent) and not for holiday purposes.

Policy Schedule: the document issued by **us** which confirms **your** personal information, levels of cover, details of the **caravan**, commencement date and end date of **your** policy.

Sum(s) Insured: the amounts insured by **you** which are shown on **your policy schedule**.

Place of Storage: the location stated in **your policy schedule** where the **caravan** will be kept when not **in use**.

Unattended: you have left **your caravan** alone and it is out of **your** sight. This includes a **caravan** that has been left with a repairer or dealer for repairs or servicing.

United Kingdom: England, Scotland, Wales, Isle of Man and Northern Ireland.

We/Us/Our: UK General Insurance Limited on behalf of Watford Insurance Company Europe Limited.

You/Your: the person or persons named in the **policy schedule** who is a permanent resident in the **United Kingdom**.

Security Requirements

It is a requirement of cover that whenever the **caravan** is left <u>detached from the towing vehicle</u> <u>and</u> **unattended** the **caravan** must by secured by the following;

- a) A hitch lock (this is a security device that locks over the hitch of the **caravan** to prevent connection to the tow bar), and
- b) A wheel-clamping device (this is a security device that locks around the wheel, preventing it from rotating and covering at least one of the wheel nuts. If the wheel clamp does not cover a wheel nut it can be used in conjunction with a locking wheel nut)
- c) If **your caravan** has twin-axles and the anti-theft device is a wheel lock, **you** must protect both wheels on the same side with a wheel-clamping device.

If the **caravan** is left **<u>unattended</u> and hitched</u> to the towing vehicle, the caravan** must be secured by a wheel-clamping device other than when in a petrol filling station or motorway services for no more than 30 minutes.

Failure to comply with these security requirements means **you** will not be covered for claims following the theft or attempted theft of the **caravan**.

All security devices detailed on **your policy schedule** must be in place and effective at the time of theft and fully maintained in accordance with the manufacturer's recommendations, including any subscriptions paid or **your caravan** will not be covered for theft under this policy.

We recommend that **you** register **your caravan** with CRiS (Central Registration & Identification Scheme), the National Register of UK touring caravan keepers. Registration with CRiS proves **you** are the registered keeper, links the caravan's unique 17-digit VIN to a CRiS keeper record and assists the police.

Your Policy Cover

Section 1 | Caravan

What is covered

- a) We will pay up to the sum insured as stated on your policy schedule for loss or damage to your caravan as a result of accidental damage, fire, lightning, explosion, earthquake, theft, malicious damage, storm or flood whilst your caravan is:
 - 1. at the Place of Storage, or
 - 2. attached to the towing vehicle, or
 - 3. **in use**, this includes a 7 day period immediately prior to and returning from using the **caravan** for holiday purposes, providing th**e caravan** is kept at **your home** during this 7 day period.
- b) This includes up to the limit shown on your policy schedule for loss or damage to the awning

What is NOT covered

- a) The amount of the **excess** shown in **your policy schedule**.
- b) Loss or damage caused by generators or damage to the caravan resulting from using generators
- c) Loss or damage to:
 - 1. the awning when erected and attached to the **caravan** when the **caravan** is not **in use**
 - 2. to tyres by punctures cuts or bursts or application of brakes
 - 3. solar panels.
- d) Loss or theft by deception, unless deception is only used to gain entry to the **caravan**.
- e) Malicious damage or loss caused by you, your family/friends or a permitted occupant of your caravan.
- f) Any expense or costs that are indirectly caused by; fire, explosion, earthquake, theft, malicious damage, storm or flood.

Additional cover included within your policy

The following areas of cover are automatically included within **your** policy for no extra charge.

A Caravan Recovery and Re-Delivery

What is covered:

- a) Following damage to the caravan, that is covered by Section 1: Caravan, of this policy, we will pay up to the sum insured for the costs of:
 - 1. the **caravan's** protection and removal to the nearest competent repairers or place of safekeeping, and
 - returning your caravan to your home or the caravan's usual Place of Storage detailed on your policy schedule.
- b) If your caravan is damaged beyond economical repair, we are entitled to deal with the salvage, but you must not abandon your caravan to us, unless authorised by us.

B Alternative Accommodation

What is covered:

- a) If your caravan becomes uninhabitable as a result of loss or damage that is covered by Section 1: Caravan, of this policy, we will pay you up to £100 per day up to a total of £1,500 per claim, towards the cost of:
 - 1. alternative accommodation e.g. a hotel, or
 - 2. the hire of a similar caravan, or
 - 3. site fees or a booking deposit already paid.

What is NOT covered:

- a) The loss of any customs deposit as a consequence of any wilful act by **you**.
- b) Any storage charges incurred once **your** claim has been paid unless otherwise agreed by **us**.
- c) Any costs associated with returning your caravan contents and equipment to your home.
- d) Any fines or penalties incurred as a result of recovery and re-delivery of **your caravan**.
- e) Any repair costs.

What is NOT covered:

- a) Any claims for costs which have not been approved by **us**.
- b) Any claims for costs without a valid receipt.
- c) Any claims for costs for food or drink.
- d) Any costs that **you** are able to recover from an alternative source.
- e) Any fees or booking deposits which are refundable.

C| Loss and Theft of Keys

What is covered:

Following loss or damage to locks and keys to external doors and internal security systems of **your caravan**, **we** will;

a) Pay up to £1,500 towards the cost of replacement of locks and keys.

D| Driver Illness Cover

What is covered:

If whilst **your caravan** is **in use** and the driver of the towing vehicle becomes injured or too ill to drive and no other passenger is able to take over the driving, **we** will contribute up to £600 for;

- a) The cost of returning the caravan to your usual Place of Storage or your home address.
- b) The cost of standard class rail fare for the driver and passengers to return **home** or onward destination whichever is the nearer.
- c) The services of a qualified driver whose job it is to return the **caravan** to **your home** or onward destination whichever is the nearer.

What is NOT covered:

- a) The cost of petrol for returning **your caravan** and towing vehicle.
- b) Any costs caused by injury or illness directly or indirectly due to; alcohol, narcotic or drug use unless taken as prescribed by a registered medical doctor.
- c) Any costs caused by any self-inflicted injury.
- d) Any costs caused by any injury or illness arising from participating in driving or riding in any kind of race, rock climbing or mountaineering normally involving the use of ropes or guides, water skiing, tobogganing, potholing, skin diving, scuba diving, snorkelling, hang gliding, parachuting, hunting on horseback or any winter sports other than ice skating.

Section 2 | Caravan Contents and Equipment

OPTIONAL COVER

This is an optional cover and if it applies this will be shown on **your policy schedule**.

What is covered

- a) We will pay up to the sums insured as stated on your policy schedule for loss or damage to your caravan contents and equipment as a result of accidental damage, fire, lightning, explosion, earthquake, theft, malicious damage, storm or flood whilst your caravan contents and equipment are in the caravan and;
 - 1. are at the Place of Storage; or
 - 2. attached to the towing vehicle; or
 - 3. **in use.** This includes a 7 day period immediately prior to and returning from using the **caravan** for holiday purposes, providing the **caravan** is kept at **your home** during this 7 day period.
- b) **We** will pay up to a maximum of £300 for any one single item.

What is NOT covered

- a) The amount of the **excess** shown in **your policy schedule**.
- b) Theft or accidental loss of **caravan contents** and **equipment**:
 - 1. from within the awning(s)
 - unless there is evidence of forcible, violent or visible entry or exit to or from the caravan
 - whilst in the caravan, unless doors, windows and other openings of the caravan are left closed, securely locked and properly fastened, rendering the caravan secure.
- c) Loss, damage or theft caused to:
 - 1. **caravan contents** and **equipment** whilst not in the **caravan** or towing vehicle
 - personal possessions including; jewellery, watches, cameras, photographic equipment, video cameras and accessories, mobile phones, computer equipment and gaming consoles
 - money of any kind including credit or debit cards, cheques, cryptocurrency or other documents of value.

Section 3 | European Cover

OPTIONAL COVER

This is an optional cover and if it applies this will be shown on **your policy schedule**.

What is covered

Cover in Section 1: Caravan and Section 2: Caravan Contents and Equipment (if purchased), is extended to include use in **Europe**; including the journey by recognised sea routes.

a) Up to a maximum of 180 days during any one **period of insurance**, whilst the **caravan** is **in use** by **you**.

b) If the **caravan** is damaged outside the **United Kingdom** and cannot be economically repaired before **you** intend to return **home**, **we** will pay the cost of:

- 1. removing the **caravan** to the port of embarkation
- 2. any additional freight charges from that port to the **United Kingdom**
- 3. returning the **caravan** from the **United Kingdom** port to **your home**
- any customs duty **you** have to pay on the caravan following temporary importation into any country in Europe.

Section 4 | Family and Friends Cover

OPTIONAL COVER

This is an optional cover and if it applies this will be shown on **your policy schedule**.

What is covered

Where **family/friends** cover has been purchased the definition of **you/your** is extended to include **your family/friends** whilst the **caravan** is **in use** by them.

Section 5 | Public Liability

What is covered:

- a) We will pay up to the maximum amount shown on your policy schedule for each single incident, occurring during the period of insurance, which you become legally liable for, through use or ownership of your caravan, in respect of:
 - 1. accidental **bodily injury** or death to any person
 - accidental damage to third party property (property belonging to someone other than you).
- b) The total amount payable includes reasonable defence costs and expenses. By this we mean costs incurred with our prior written agreement to investigate, settle or defend a claim against you. All claims against you which arise from any one event or original cause will be regarded as one single incident.

We may take control of **your** defence, although **we** are not obliged to. If there is no reasonable prospect of a successful outcome (meaning a win or a commercially sensible outcome) from defending a claim, **we** will not defend it, and will not approve **your** defence of a claim.

You must notify **us** of claims and threatened claims without undue delay. **You** must not admit liability, make any offer of payment, or reveal the amount covered under this policy.

What is NOT covered:

a) The amount of the **excess** shown in **your policy schedule**.

- b) Any liability not involving the use or ownership of the **caravan**.
- c) Liability arising whilst **your caravan** is hitched to a towing vehicle or as a result of becoming detached from a towing vehicle.
- d) Damage to any property belonging to you, family/friends or which at the time of the loss or damage is in your care, custody or control.
- e) **Bodily injury** to any of **your** employees or to **your** partner or to any of **your** relatives that permanently live with **you**.
- f) Fines and contractual penalties, punitive or exemplary damages. By this we mean additional damages awarded by way of punishment when your behaviour was found to be particularly harmful.
- g) Any bodily injury, death or accidental damage to property occurring outside of the United Kingdom, unless Section 3: Europe cover is shown on your policy schedule.
- h) Any bodily injury, death or accidental damage to property occurring outside of Europe.
- i) **Your** liability under any contract which is greater than the liability **you** would have at law without the contract.
- j) Claims where **you** are entitled to financial assistance or compensation, also known as indemnity, from another source.
- k) Claims arising out of the ownership, possession or use of motorised vehicles, yachts or motorised waterborne craft, airborne craft or aerial device of any description, animals or firearms and weapons.
- Claims arising from any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party.
- m) Any action brought against **you** in the court outside the EU.
- n) Liability which is insured by or would but for the existence of this section be insured by another policy.
- Liability created by any agreement, unless you would have been liable without the agreement.

General Exclusions

The following exclusions apply to the whole of this policy. Any other exclusions are shown in the section to which they apply.

Notwithstanding any other provision herein, this insurance does not cover:

- a) Loss or damage or legal liability directly or indirectly arising from
 - 1. the caravan being used in connection with any trade, business or profession
 - 2. the caravan being used as a permanent residence
- b) Loss or damage caused by:
 - 1. faulty workmanship, faulty design or use of faulty materials
 - 2. electrical or mechanical failure or breakdown
 - 3. tearing, scratching, chewing, vomiting, fouling, urinating or denting by domestic pets
 - 4. any repairing, restoring, renovating, cleaning or dyeing process
 - 5. depreciation or loss of value
 - 6. wet or dry rot, frost, damp, fungus, mould, woodworm, beetles, moths, insects or vermin
 - 7. deterioration, wear and tear, dryness, exposure to light or anything which happens gradually
 - 8. confiscation, detention or seizure by customs or other officials or authorities.
- c) **Caravans** that are home-made, custom built or modified from the manufacturer's standard build.
- d) Water damage, or damage resulting from water leaking in through windows, doors, roofs, ventilators, body joints or seals unless caused by any insured incident.
- e) Any loss or damage resulting from road traffic accidents if the **caravan** is not road worthy.
- f) The **caravan** being towed by any vehicle that does not have a valid Certificate of Motor Insurance that permits caravan towing.
- g) Any loss or damage or liability if **your** driving licence does not permit **you** to tow the weight of **your caravan**
- h) Any loss or damage which occurred prior to the commencement of this policy.
- i) Any hire and/or reward costs.
- j) Any costs which are not incurred as a direct consequence of the event which led to the claim **you** are making under this policy. For example, **we** will not pay site fees if **your caravan** is at the repairer's address.
- k) **Your caravan** being towed with **your** permission by anyone who does not have a valid and suitable licence.
- Your caravan being towed with your permission by a driver aged under 25 years or over 75 years of age.
- m) Further damage or deterioration as a result of failure by you to repair the original damage to **your caravan**.
- n) Anyone that is not a resident of the **United Kingdom** and has not been living permanently in the **United Kingdom** six months prior to the purchase of this policy.

- Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - (i) Infectious or contagious disease;
 - (ii) any fear or threat of (a) 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.

This policy does not provide cover for claims, contributed to or caused by;

- p) You or your family/friends engaging in any criminal act.
- q) If **you** or **your family/friends** are under the influence of drugs, solvents or alcohol, except those prescribed by a registered medical doctor.
- r) **You** or **your family** committing suicide or attempting to commit suicide or any selfinflicted injury.
- s) Any claim arising directly or indirectly from the injection or ingestion of any substance.
- t) Any consequence, howsoever caused, including but not limited to Computer Virus resulting in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
 - For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
 - For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- u) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- v) Riot, civil commotion or strikes.
- w) Mechanical, electrical or computer breakdown or failure.

This policy does not provide cover for any direct or indirect consequence of:

- x) terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- y) war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- z) Radiation
 - Irradiation or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

Terms and Conditions

1. Duty of Care

You must take care to prevent any loss of or damage to **your caravan** and/or **your caravan contents and equipment** and maintain **your caravan** in a good state of repair and in a roadworthy condition. **You** must take care to comply with all statutory obligations and regulations imposed by any statutory, regulatory, or government authority.

2. Other Insurance Policies

If there is any other insurance policy covering the same loss, damage or liability **we** will not pay more than **our** rateable share.

3. Subrogation

If a third party is believed to be responsible for any claim, **we** may take over, defend or settle the claim, or take up any claim in **your** name for **our** own benefit. This is known as exercising **our** right of subrogation. **You** must give **us** all the help and information **we** reasonably require for the purpose of exercising this right. **You** will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission. **We** will pay any costs or expenses involved in exercising **our** right of subrogation, unless otherwise excluded.

4. Under Insurance

If the **sum insureds you** have chosen are less than the full replacement value of **your caravan** and **caravan contents** and **equipment**, **we** will reduce any payment in line with the premium shortfall. (For example, if **your** premium was 75% of what it would have been if the insured value was equal to the replacement cost of **your caravan** and **caravan contents** and **equipment**, **we** will pay no more than 75% of **your** claim).

5. Manufacturers guidelines and legal requirements

You must ensure that the towing vehicle is capable of towing **your caravan** in accordance with the manufacturer's guidelines and that the combination of the vehicle and **caravan** meet the appropriate legal requirements. If the towing vehicle is not suitable for **your caravan you** could suffer a serious accident and any claim for resulting loss or damage could be rejected.

How to Make a Complaint

It is **our** intention to give **you** the best possible service however if **you** do have cause for complaint about this insurance policy or the handling of a claim **you** should follow the complaints procedure below:

- If you have a complaint regarding the sale of your policy, please contact; Customer Relations Department CaravanPlan Insurance, UK General Insurance Limited, Building 3.1 Carrwood Park, Swillington Common Farm, Selby Road, Leeds LS15 4LG
 Tel: 0343 227 0843
 Email: customerrelations@ukgeneral.co.uk
- If you have a complaint about the handling of a Liability claim, please contact: Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW
 Tel: 0343 227 0844
 Email: <u>UKG@kennedyslaw.com</u>
- If you have a complaint about the handling of any other claim, please contact: CaravanPlan Insurance; Davies Group Limited, Two Smithfield, Leonard Coates Way, Stokeon-Trent ST1 4FD
 Tel: 0343 227 0845
 Email: claimscomplaints@caravanplaninsurance.co.uk

In all correspondence please state that **your** insurance policy is provided by CaravanPlan Insurance and quote your unique policy number from your policy schedule.

Following **our** complaints procedure does not affect **your** legal rights as a consumer. For further information **you** can contact the Citizens Advice Bureau or Trading Standards.

Financial Ombudsman

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to <u>www.financial-ombudsman.org.uk.</u>

The Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567

Get in touch on line: https://www.financial-ombudsman.org.uk/contact-us/complain-online

The Financial Services Compensation Scheme

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit <u>www.fscs.org.uk</u>.

Governing Law

This policy is governed by English law.

Your Privacy

UK General Insurance Limited

We are UK General Insurance Limited, **our** data controller registration number, issued by the Information Commissioner's Officer, is **Z7739575**.

This information is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you** and **we** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have requested a quote for one of **our** insurance policies, or **you** have purchased an insurance policy from **us**, **you** will be aware of the information that **you** have provided.

We may also collect information about **you** from other sources. This includes information where **you** are a joint or additional insured party and **we** collect information about **you** from the policyholder. We may also collect information about **you** from fraud prevention, law enforcement or government agencies and HM Treasury and other authorities in relation to regulatory issues. Information may also be collected about **you** from credit reference agencies when **you** choose to pay by Direct Debit instalments.

Do we collect special personal data?

For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

We also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

Privacy Notice

You can get more information about this by viewing **our** full Privacy Notice online at <u>www.caravanplaninsurance.co.uk</u> or request a copy by emailing **us** at <u>dataprotection@ukgeneral.co.uk</u>. Alternatively, **you** can write to **us** at: Data Protection, UK General Insurance Ltd, Building 3.1 Carrwood Park, Swillington Common Farm, Selby Road, Leeds LS15 4LG

Watford Insurance Company Europe Limited Information Notice

Personal Data provided in connection with this policy will be used and processed in line with the Privacy Policy. A copy of this is available at <u>https://www.watfordre.com/privacy-policy/</u>

Fraudulent Claims

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- making a claim for any loss or damage **you** caused deliberately or
- Acting dishonestly or exaggerating a claim.

We;

- a) are not 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.

If **we** exercise **our** right under 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.

We will not return any of the premiums paid. This information may also be shared with the police and other insurers for fraud prevention purposes.

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