

STATIC CARAVAN POLICY DOCUMENT

UMR B6839P18099

The contract of insurance

This policy, the schedule of insurance and any endorsements set out what is and what is not covered, together with the maximum claims limit and any special terms that may apply. They form the contract of insurance between You and Us and should be read together. Please read them carefully to make sure they provide the cover you need. You should keep them in a safe place. You may need them if you have to make a claim. This policy is based on the information You gave when You applied for the insurance and Your agreement to pay for it. You must tell Us about any changes in this information as soon as possible, please refer to General Conditions on pages 3 & 4 for examples of changes we would expect to be notified of.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.

The Contracts (Right of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Data Protection Act 1998

You should understand that any information You have provided will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

DEFINITIONS

In this Policy certain words are defined and whenever they are used will have the meaning shown below:-

1. **PERIOD OF INSURANCE** - the period this insurance is in force as described in the schedule and for which the Underwriters have accepted the premium.
2. **YOU/YOUR/THE INSURED** - the person named in the schedule.
3. **YOUR FAMILY** - the person you are married to, or live with as if you were married, your children and any person who permanently lives with you, other than lodgers and any other paying guests.
4. **THE INTERMEDIARY** - Park Home Assist Insurance Services, Royal House, Queenswood, Newport Pagnell Road West, Northampton, NN4 7JJ.
5. **WE / US / OUR** - Underwritten by Canopus Managing Agents Limited. Underwritten by Lloyd's Syndicate 4444 who are managed by Canopus Managing Agents Limited
6. **THE SUM INSURED** - the sum insured shown in the schedule.
7. **THE PREMIUM** - the amount shown in the schedule as the Total Premium.
8. **THE CARAVAN** - any static caravan/holiday home which is described in the schedule or a subsequent endorsement including its fixtures and fittings and equipment including refrigerators, microwaves, cookers, gas bottles, awnings, steps, balconies, batteries, generators and the like all of which are your sole property.
9. **CONTENTS AND PERSONAL EFFECTS** - articles of personal use, clothing, luggage and general household goods while contained within the static caravan/holiday home and belonging to you or your family.
10. **TERRITORIAL LIMITS** - the geographical areas as defined in the schedule.
11. **THE RISK ADDRESS** - the risk address stated in the schedule.

SECTION A - THE CARAVAN, CONTENTS AND PERSONAL EFFECTS

We will pay for loss or damage caused by Accidental Damage, Fire, Theft, Vandalism, Storm or Flood as shown in the schedule within the **Territorial Limits**:

- (A) (i) to The Caravan and following such damage for the reasonable cost of:-
- (1) Protection and removal to the nearest repairers if necessary.
 - (2) Delivery after repair to **The Risk Address**.
 - (3) The disconnection and re-connection of services when **The Caravan** is removed for repair, where **The Caravan** is connected to services.
 - (4) Site clearance for which **You** are responsible.
 - (5) Repair to gas, water pipes, drains, sewage, telephone and electricity cables from **The Caravan** to the mains for which **You** are responsible subject to a limit of £2500.

- (A) (ii) to the Contents and Personal Effects.

Extensions to Section A

- (1) This insurance, except for flood cover, is extended, when **The Risk Address** site is open, to include **The Caravan** equipment and **Contents and Personal Effects** while contained in an adjacent locked storage unit provided **Our** liability shall not exceed £250 in respect of any single article and £500 in total.
- (2) In the event of the said storage unit being damaged beyond economic repair caused by any accidental damage, fire, theft or vandalism, **We** will pay the cost of replacement of the storage unit provided **The** liability shall not exceed £500.

Exceptions to Section A

We will not pay for:-

- (1) For the period 1st November to 31st March inclusive when the caravan is left unoccupied up to 48 hours underwriters will not pay for the first £500 of any one loss or damage caused by escape of water. Where the caravan is unoccupied for more than 48 hours between 1st November to 31st March inclusive, we will only pay for loss or damage caused by escape of water where the main water system is turned off by means of a stopcock at the first available point of entry of the water supply to the caravan and all fixed water tanks and pipes are drained.
- (2) Loss or damage caused by flood within 7 days from the original commencement date of this insurance.
- (3) Loss or damage to money of any kind, credit or charge cards or business books or documents of any kind.

- (4) Loss or damage to watches; jewellery; furs; articles of gold, silver or other precious metals; china; glass; porcelain; pictures; works of art; antiques; stamp, medal and coin collections; contact lenses; spectacles; items of sports equipment value £50 or over; video or photographic equipment; computer software; binoculars; telescopes; camcorders; mobile telephones; motor driven vehicles of any kind or their accessories; cycles or waterborne craft of any description.
- (5) Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rodent, rot, water leakage or any gradually operating process.
- (6) Mechanical or electrical breakdown, failure or damage.
- (7) Theft from **The Caravan** or adjacent locked storage unit unless forcible or violent means are used to gain entry.
- (8) Theft or accidental loss from awnings or toilet tents.
- (9) Loss or damage in circumstances where a claim for damage results in **The 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 the appropriate fitting charge.
- (10) Any theft or loss arising from deception, financial loss, or the use of stolen, forged or invalid cheques, drafts, bank notes and the like.
- (11) In excess of £1500 in total in any one insurance year in respect of television sets, video and DVD recorders, computers, digital boxes, games consoles, music centres, radios and personal media players.
- (12) In excess of £250 in total in any one insurance year in respect of discs, tapes, compact discs, videos, DVDs and electronic games.

Basis of Claims Settlement - Section A

- (A) (i) **The Caravan**
- a) **We** will pay **You** the value of **The Caravan** at the time of its loss or destruction or shall at their option repair, reinstate or replace **The Caravan** or any part of it, provided that the total liability shall not exceed **The Sum Insured** or the market value whichever is the lesser amount. **We** will not be liable for that part of any repair or replacement which improves **The Caravan** beyond the condition before the loss or damage occurred.
- b) In the event of **The Caravan** being lost or damaged beyond economic repair within the Period of Purchase New specified in the schedule and provided **The Sum Insured** represents the full replacement value as new, at the time of the loss or damage, **We** will replace **The Caravan** with a new one of the same manufacture and model or pay the cash equivalent at their discretion. Any available discount will be taken into account in the settlement amount.
- (A) (ii) **Contents and Personal Effects**
- We** will pay **You** the value of the property at the time of its loss or destruction or shall at its option repair, reinstate or replace such property or any part of it provided that the total liability hereunder shall not exceed £300 in respect of any one article, unless specified in the schedule and in total **The Sum Insured**.

SECTION B - FREEZER CONTENTS

This section only applies if specified in the schedule

We will pay for, subject to a limit of £250, the contents of frozen food cabinet(s) or domestic refrigerator(s), against deterioration or putrefaction due to a change in temperature following:-

- (1) Breakdown of the refrigeration machinery.
- (2) Failure of the public electricity or gas supply.
- (3) The action of refrigerant fumes escaping from the equipment, or
- (4) The blowing of domestic fuses.

Excluding

- (1) The deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply.
- (2) Failure of the electricity or gas supply due to any strikes or any other withdrawal of labour by employees or any electricity or gas authority.
- (3) Frozen food cabinets or refrigerators greater than 10 years old.

SECTION C - LOSS OF KEYS

This section only applies if specified in the schedule

We will pay for the costs of replacing locks to doors and/or windows in **The Caravan** following loss or theft of the keys to **The Caravan** subject to a limit of £250.

SECTION D - LIABILITY TO THE PUBLIC

All sums which **You** shall become legally liable to pay as damages in respect of:-

- (1) Accidental death of or bodily injury to any person other than **You** or any employee or member of **Your Family** arising from use or Ownership of **The Caravan**.
- (2) Accidental loss of or damage to property not belonging to, nor in the custody of, **You** or any employee or member of **Your Family** arising from use or ownership of **The Caravan**.

The limit of **Our** liability in respect of all claims arising from one cause is the amount shown in the schedule plus legal costs recoverable by a claimant and costs and expenses incurred with **Our** written consent.

In the event of **Your** death **Your** legal personal representatives will be indemnified in respect of any accident covered by this section and occurring during the **Period of Insurance**.

For the purposes of this section the expression "**You**" will be deemed to include any persons using **The Caravan** with **Your** consent other than whilst let for reward.

Exceptions to Section D

This section does not indemnify **You** against any liability:-

- (1) Arising while **The Caravan** is attached to a mechanically propelled vehicle.
- (2) Resulting from an accident caused by **The Caravan** or part thereof becoming detached from any towing vehicle.
- (3) That arises in connection with any vehicle being used for the transportation of **The Caravan**.
- (4) For the death or injury of any person arising out of or in the course of their employment by **You** or any member of **Your Family**.
- (5) Arising out of the use of any mechanically propelled vehicle/water craft.
- (6) Arising out of the pollution of air, water or soil unless it can be proved to have been caused by immediate discharge consequent upon an accident.
- (7) Of whatsoever nature arising out of or connected with or incidental to any profession, occupation, business or commercial venture.
- (8) Arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
- (9) Arising out of the ownership or possession of any animal other than cats, dogs or horses, except any dog that is designated dangerous under the Dangerous Dogs Act 1991.

SECTION E - LOSS OF USE AND HIRING CHARGES

If **The Caravan** is rendered uninhabitable;

- (1) by loss or damage for which a claim is payable under Section A, **We** will pay:-
 - (a) The necessary cost incurred for alternative accommodation or the hire of a similar Caravan but only if the loss or damage occurs after holiday arrangements have been made or while **The Caravan** is being used for holiday purposes.
 - (b) For the loss of hiring charges for bookings accepted prior to the loss or damage but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid.

The amount payable under sub-section (1) shall not exceed £50 per day and £1500 in total.

- or (2) by reason of the entire **Risk Address** site being forced to close as a result of fire, storm and/or flood at any time when it would normally be open **We** will pay a proportionate part of the ground rent for that period when the site is closed but would normally have been open subject to a limit of £1500.

SECTION F - PERSONAL ACCIDENT BENEFITS

Benefits

- (1) Death - £20,000.
- (2) Total Loss of use of one or more limbs or total loss of sight in one or both eyes - £20,000.
- (3) Permanent total disablement from any occupation - £20,000.

The maximum age limit in respect of this cover is 70 and Benefit is reduced to £500 for persons under the age of 16.

Insured Person

You and any member of **Your Family** while:-

- (1) Within **The Caravan**.
- (2) Loading, unloading or directly working upon **The Caravan**.

Definitions

Disablement means inability to engage in the usual occupation and not engaging in any paid occupation.

Provisions

There will be no liability for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained. Benefit shall not be payable under more than one of the items (1-3) in connection with the same bodily injury. Item 3 will only become payable after incapacity has lasted for 52 weeks.

Exceptions - Section F

No benefit shall be payable for an event caused directly or indirectly:-

- (1) By narcotic or drug unless taken as prescribed by a registered Medical Practitioner.
- (2) By **You** or any member of **Your Family** participating in racing.
- (3) By **You** or any member of **Your Family** participating in a criminal act.
- (4) Arising from the use of power driven wood or metal working machinery except portable tools applied by hand.
- (5) By pregnancy or childbirth.
- (6) By sickness or disease not resulting from bodily injury.
- (7) By self inflicted injury.

GENERAL CONDITIONS (Applicable to the whole Insurance)

(1) Effect of other Conditions on Right to Benefit

The right to receive the benefit of this insurance is conditional upon:-

- (a) the information given on the proposal form/statement of fact being complete and correct to the best of **Your** knowledge and belief.
- (b) any person seeking benefit observing the terms of Insurance as far as they can apply.

(2) Claims Notification & Procedure

If **You** wish to make a claim under this insurance please contact **Our** Claims Department Telephone: 0344 856 2043. At the time of making a claim, **You** will be asked;

- The policy number stated on **Your** schedule.
- A brief description of the circumstances surrounding **Your** loss or damage.
- The name of the insurance brokers who **You** arranged this insurance with.

It is a condition precedent to the liability of **Us** that following any happening likely to give rise to a claim **You** shall:-

- (a) as soon as reasonably possible notify and confirm in writing through the Insurance Adviser who effected the Insurance and if required give full details within 30 (thirty) days of discovering the incident together with such information and assistance as **We** may reasonably require.
- (b) immediately notify the Police following discovery of the loss or damage by theft, attempted theft, malicious damage, violent disorder, riot or civil commotion or the disappearance of valuable items.
- (c) under no circumstances admit liability for nor offer to agree to settle any claim without the written consent from **Us**, who shall be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name, for **Our** benefit, any claims for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

(3) Fraudulent Claims

If **You** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Insurance shall become void and all claims hereunder shall be forfeited.

(4) Care of Property

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent and minimise any claims.

(5) Change in Risk

You must inform **Us** of any changes to information provided.

(6) Other Insurances

If when any claim arises under Sections A, B, C or E there is any other insurance in force covering such loss, or part of it, **Our** liability hereunder shall be limited to their rateable proportion of such loss. In the event of any liability which is the subject of a claim under Section D being insured under any other insurance, **We** shall not be liable under this Policy Document except to the extent of any excess beyond the amount payable under such other insurance had this section not been effected.

(7) Cancellation - Your Right to Cancel

You are free to cancel this policy at any time by contacting **The Intermediary**

If, within 14 days of either receiving **Your** policy documentation or the start of the **Period of Insurance**, whichever is the later, **You** find that it does not meet **Your** requirements **You** may cancel **Your** policy by contacting **The Intermediary**

For cancellation occurring after the first 14 days of receiving **Your** policy documentation, if there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance**, we will calculate the appropriate premium for the period **You** have been insured and refund any balance due.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

If **The Premium** is paid under a monthly instalment plan and a claim has been settled during the current **Period of Insurance** **You** must continue with the instalment payments.

No refund of premium will be made under a monthly instalment plan.

If **You** cancel after the first 14 days we will calculate the appropriate premium based on the calculations below and refund any balance due.

Cancellation Charges

(a) For clients that have been insured under the policy for less than one year:-

- Up to 1 Month 20% Charge
- Up to 3 Months 40% Charge
- Up to 6 Months 60% Charge
- Up to 8 Months 80% Charge
- After 8 Months no refund due at all.

(b) For clients that have been insured under this policy for more than one year:-

We will calculate the appropriate premium for the period **You** have been insured and refund any balance due. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

We can cancel this contract of insurance by giving **You** thirty (30) days' notice in writing. Any return premium due to **You** will depend on how long this contract of insurance has been in force. Please note that the insurance agent who you arranged this policy through may give you a shorter cancellation period if needing to cancel a policy for their own reasons.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non-cooperation or failure to supply any information or documentation we request.
- We establish that **You** have provided us with incorrect information.
- The use of threatening or abusive behaviour or language.
- Failure to take reasonable care of the property insured.

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **Period of Insurance**.

(8) NO CLAIMS BONUS

(a) If no claims are made under **Your** Policy during the current **Period of Insurance**, **The Underwriters** will give **You** a discount when **You** renew **Your** policy. The discount **You** will receive will depend on the no claims bonus scale **The Underwriters** are using when **You** renew **Your** policy. If **You** make a claim during the current **Period of Insurance**, **The Underwriters** will reduce the discount **You** receive. If two or more claims are made in any one **Period of Insurance** **You** will lose all **Your** no claims bonus.

(b) PROTECTED NO CLAIMS BONUS

This condition only applies if specified as included in the schedule

In the event of a claim **The Underwriters** will not reduce **Your** No Claims Bonus. The Protected No Claims Bonus only applies while **You** are insured by **Us** and cannot be transferred to another insurer. Premiums in future years may still be increased according to claims history.

(9) Sanctions

We will not provide any benefit under this 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.

GENERAL EXCLUSIONS (Applicable to the whole Insurance)

This Insurance does not insure:-

- (1) Any loss that does not exceed £100.
- (2) Any liability arising or any loss or damage that occurs while **The Caravan** is being used other than for social, domestic and pleasure purposes.
- (3) Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (4) (a) Loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom; or
(b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (5) Any liability which arises only because **You** have entered into a contract which makes **You** legally liable.
- (6) Loss of or damage to **The Caravan** or **Contents and Personal Effects** arising from any malicious act or theft by or with the connivance of any hirer, occupant or user of **The Caravan** or any employee or agent of **You** or any member of **Your Family**.
- (7) Loss, destruction or damage to **The Caravan** or **Contents and Personal Effects** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (8) Any liability, loss or damage which is caused by or results from riot, terrorism or civil commotion.
- (9) Loss of use with the exception of cover provided by Section E.
- (10) Any loss or damage that is not directly associated with the incident that caused **You** to claim, except where that loss or damage is expressly included within this insurance.

ELECTRONIC DATA EXCLUSION CLAUSE

We will not pay for:-

1. loss or damage to any property whatsoever, or any loss or expenses whatsoever; or
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from;

- computer viruses, erasure or corruption of electronic data; or
- the failure of any equipment to correctly recognise the time or date or change of time or date;

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

BIOLOGICAL AND CHEMICAL CONTAMINATION EXCLUSION

We will not pay for:-

- (1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom; or
- (2) Any legal liability of whatsoever nature; or
- (3) Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

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

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:-

- (a) The causing, occasioning or threatening of harm of whatever nature and by whatever means; or
- (b) 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.

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.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first Instance, contact

The Intermediary

Park Home Assist Insurance Services
Royal House, Queenswood Newport Pagnell Road West, or
Northampton, NN4 7JJ.
Tel: 01604 946 785
Email: info@parkhomeassist.co.uk

The Underwriters

Canopus Managing Agents Limited,
1st Floor, 1 Kings Court Business Park,
Charles Hastings Way, Worcester, WR5 1JR.
Tel: 0333 777 30 39 Fax: 0345 408 5926
Email: contactus@sompocanopus.com

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Complaints at Lloyd's. Their address is:-

Complaints

Lloyd's, One Lime Street,
London EC3M 7HA
Tel: 020 7327 5693 Fax: 020 7327 5225
Email: Complaints@Lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.:

The Financial Ombudsman Service
Exchange Tower
London, E14 9SR

Financial Services Compensation Scheme (FSCS)

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **You** under this contract. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, by telephoning 0800 678 1100 or 020 7741 4100 and on their website www.fscs.org.uk

LAW APPLICABLE TO CONTRACT

The parties are free to choose the law applicable to this contract but in the absence of agreement to the contrary the contract shall be subject to the law of the country in which **You** reside at the date of the contract (or in the case of a business, the law of the country in which the registered office or principal place of business is situated will apply).

If **You** are not resident (or in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland or Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.