Underwritten by AmTrust Europe Limited



Static Caravan Insurance Policy Document

Introduction

Welcome to **our** Cover4Caravans Static Caravan **policy**.

This document, the **schedule** and any endorsements set out the terms of the contract between **you** and **us**. Please read the **policy**, **schedule** and any endorsements to make sure they provide the cover **you** want. If they are not correct, or do not meet **your** needs, please immediately return this **policy** document to the person who arranged this insurance for **you**.

The **schedule** sets out the sums insured (the amount of cover **you** have) and the sections of the **policy** which apply. If **your** insurance needs changing during the **period of insurance** please let **us** know as soon as possible. **You** must tell **us** about any changes to the information **you** have provided. If **you** don't **your policy** may not be valid.

Your policy is designed to be amended easily and we will issue a new schedule or endorsement each time the policy is altered.

You must also tell us if at any time the sums insured shown in the schedule are not enough.

Before **you** accept **our policy**, you have 14 days to review **your policy** wording and consider its full terms. If **you** are not totally happy with the **policy** and have not made a claim, simply write to **us** at the address shown on the back cover requesting that **your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **your** insurance.

Our agreement.

In return for **your** premium **we** will insure **you** during the **period of insurance**, under the terms set out in this **policy** document, the **schedule** and any endorsement **we** have issued.

This **policy** is underwritten by Amtrust Europe Limited

AmTrust Europe An AmTrust Financial Company Please keep **your policy** wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

AmTrust Europe Limited

Registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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Definitions

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

Accidental Damage

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

Caravan

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

Contents

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

Geographical limits

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

Immediate family

Mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

Schedule

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

Site address

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

Standard caravanning equipment

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

Unoccupied

Any period exceeding 24 consecutive hours when the **caravan** is not being used for occupation by a **policyholder**.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, (including laptops and tablet computers), binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

In use

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

Loss or damage

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

Money

Cash, bank and currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers.

Period of insurance

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

Permanent residence

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

Policy

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

We, Us, Our

AmTrust Europe Limited Market Square House, St James's Street, Nottingham, NG1 6FG Registration Number: 1229676. Financial Services Register Number: 202189. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Tel: 0115 941 1022 Fax: 0115 941 1316 Email: nottingham@amtrusteu.co.uk

You, Your, Policyholder The person(s) named in the schedule.

Policy Cover

What is covered.

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

- fire or explosion;
- storm, flood, earthquake, lightning or thunderbolt;
- accidental damage;
- malicious acts or vandalism; or
- theft or attempted theft;

What is not covered?

- 1. Loss or damage to:
 - contents while outside the caravan;
 - **contents** unless there is evidence of forcible and violent entry or exit to or from the **caravan**;
 - electronic or electrical equipment whilst left in the **caravan** when it is not **in use**;
 - the contents while the caravan is not in use except standard caravanning equipment;
 - contents owned by the hirer of the caravan;
 - tyres unless caused by an insured event;
 - the **caravan** while it is being transported;
 - money, valuables, firearms, wines, spirits and tobacco goods;
 - china, glass or porcelain;
- 2. Accidental damage to:
 - contents and valuables.
- 3. We will not pay for **loss or damage** to caravan generators or damage to the **caravan** resulting from using generators.

Extensions in cover

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

- If your caravan suffers loss or damage by an insured event at our option we will meet the additional costs necessarily and reasonably incurred in:
 - disconnecting and removing the **caravan** to a repairer **we** have agreed.
 - re-delivery from the repairer and reconnection of the **caravan** to **you** at the **site address** shown in the **schedule**.
- If you cannot stay in your caravan as a result of loss or damage while in use, we may pay the extra costs you reasonably have to pay for:
 - hotel accommodation costs (but not including food and drink), up to £75 a day for up to 14 days; or
 - hire costs for a replacement caravan up to £75 a day for up to 14 days.
 - loss of hire costs if your caravan suffers loss or damage, we will pay the net loss of hiring charges actually booked before the loss or damage occurred. The most we will pay under this cover will be £75 per day up to a maximum of 14 days, during any one period of insurance. You must keep a record of all bookings and deposits paid and make these available on request.

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

- 4. We will not pay for loss or damage to the caravan if awnings are left up and attached to the caravan whilst the caravan is not in use.
- 5. Loss or damage caused by:
 - faulty workmanship, faulty design or using faulty materials;
 - repairing, restoring, renovating, cleaning or dyeing;
 - electrical or mechanical failure or breakdown;
 - wear, tear or loss in value;
 - wet or dry rot, frost, atmospheric or climatic conditions;
 - vermin, insects, fungus or anything which happens gradually;
 - water damage resulting from water leaking in through windows, doors, ventilators, body joints or seals;
 - chewing, scratching, tearing or fouling by pets;
 - deception unless deception is used only to gain access or entry to the **caravan**;
 - theft or malicious damage by anybody who has **your** permission to be in the **caravan**;
 - theft or attempted theft from the **caravan** unless there is evidence of forcible and violent entry or exit to or from the **caravan**;
 - theft of or **loss or damage** to garden fences, outbuildings and their **contents**.

Public Liability

We will insure any amounts which **you** legally have to pay for causing accidental bodily injury, death or disease, accidental **loss or damage** to property arising out of **you** owning, possessing or using the **caravan** or the **contents** which happens within the **geographical limits**.

We will also cover defence costs **you** pay or agree to pay with **our** permission as well as the limit of liability for this section.

We will cover **your** personal representatives entitled to cover under this section for any liability **you** or they may have. However **you** and they must keep to the terms, conditions and exclusions of this section.

We will pay up to 22,000,000 in connection with any one incident.

We will not cover public liability arising directly or indirectly while **you** are using the **caravan** as part of **your** job.

Excluding

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

General Exclusions

We will not pay for loss or damage caused by:

- 1. faulty workmanship, faulty design or using faulty materials;
- 2. repairing, restoring, renovating, cleaning or dyeing;
- 3. electrical or mechanical failure or breakdown;
- 4. wear, tear or loss of value or any expense or costs that are indirectly caused by the insured event;
- 5. wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- 6. water damage resulting from water leaking in through windows, doors, ventilators, body joints or seals;
- 7. chewing, scratching, tearing or fouling by animals;
- 8. deception, unless deception is used only to gain access or entry to the **caravan**;
- 9. any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
- 10. pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

We will not pay for any loss or damage:

1. or any legal liability or bodily injury directly or indirectly caused by or arising from:

a. ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel; or

b. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

General Conditions

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

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

- 8. If you make a fraudulent claim under this insurance contract:
 - a. We are not liable to pay the claim; and
 - b. We may recover from you, any sums paid by us to you in respect of the claim; and
 - c. We may by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.
 - If **we** exercise **our** right under clause (8)(c) above:
 - a. We shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - b. We need not return any of the premiums paid.

We will not pay for:

- 1. the first £100 of each and every claim.
- 2. more than £500 for any one single item insured under contents.
- the cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a bespoke part and replacements cannot be matched.
- 4. **loss or damage** if the **caravan** is being used as a **permanent residence**.
- 5. **loss or damage** caused by water damage or resulting from water leaks, if the water and central heating systems have not been drained during the closing of the **site address**.
- 6. **loss or damage** if the **caravan** is used for something other than for private, social, domestic and pleasure purposes or being used for residential purposes.
- 7. theft or attempted theft of **contents** unless there is visible evidence of forcible and violent entry or exit to or from the **caravan**.
- 8. any **loss or damage** which happens before the start of this **policy**.
- 9. loss or damage caused deliberately by you or your immediate family.
- 10. where a claim for loss or damage results in the caravan or contents needing new parts and these are found to be obsolete or unobtainable, the claim will be limited to the last known list price of the part, together with the appropriate fitting charge.

- 9. If **your caravan** is deemed beyond economical repair during the **period of insurance** of this **policy**, all cover will end from the date of the loss and **we** will take premiums **you** owe from any amount **we** pay as **your** claim.
- Under UK law you and we can choose the law that will apply to this contract. Unless you and we have agreed otherwise, this contract will be governed by English law.

Claims Procedure and Conditions

AmTrust Europe Claims Hotline 0115 934 9818 (9am - 5pm. Mon - Fri)

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

When submitting a claim **you** must provide **your** policy number. When **you** become aware of an event which is likely to result in a claim under this **policy**:

1. You must:

a Provide in writing full details of injury or **loss or damage** as soon as possible and in any event within:

- seven (7) days if caused by riot or civil commotion; or
- thirty (30) days if from any other cause.

b Tell the police immediately and obtain a crime reference number if the **loss or damage** has been caused by theft, attempted theft or malicious act or vandalism and help **us** get back and identify the property;

c Immediately send **us** every letter, claim, writ or summons without answering them;

d Supply at **your** own expense, all reports, certificates, plans, specifications, quantities, information and help **we** ask for; e Give **us** all information and evidence, including written estimates and proof of ownership and value, that **we** ask for. **You** must pay any costs involved in doing this.

Settling Claims

1. The caravan

We will either pay the cost of repairing the **caravan** or, if the **caravan** is lost or damaged beyond economical repair, **we** may settle the claim as follows:

a New For Old Cover

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

b Caravans Over Five Years Old

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

2. The contents

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

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

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

2. You must not:

a Leave any property for **us** to deal with, unless **we** ask **you** to do so;

b Dispose of any damaged items until **we** have had the chance to inspect them;

c Repair any damaged items until **we** have had the chance to inspect them;

d Admit liability or promise to make a payment without **our** permission.

3. We may do the following:

a Keep the insured property and deal with the salvage accordingly;

b Negotiate, defend or settle (in **your** name and on **your** behalf) any claim made against **you**;

c Prosecute (in **your** name for **our** own benefit), any other person in respect of any amount **we** have paid or must pay; d Appoint a loss adjuster to deal with the claim.

4. You may do the following:

Carry out temporary emergency repairs to make good the **caravan** following damage caused by an insured event. This is limited to the following without prejudicing **your** position:

a Necessary boarding up following damage to windows, doors, fan lights and skylights to make the **caravan** secure.

Our acceptance of liability for any such temporary repair will always be subject to the terms and conditions of this **policy**.

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

Cancellations

Our Cancellation Rights

I If you pay an annual premium:

We may cancel the **policy** by writing to **you** at **your** last known address confirming that all cover will end 14 days after the date of **our** letter.

2. If you pay a monthly premium:

We may cancel the **policy** by writing to **you** at **your** last known address confirming that all cover will end 7 days after the date of **our** letter (if **we** are cancelling the **policy** because a premium has not been paid); or 14 days after the date of **our** letter (if **we** are cancelling the **policy** for any other reason).

The reasons we may cancel your insurance include:

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

If **we** cancel the policy, and **you** have not made a claim during the current **period of insurance**, **we** will refund the premium for any remaining period of cover. You can also cancel this insurance at any time during the period of insurance by contacting your insurance intermediary. Any return premium due to you will depend on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

Your Cancellation Rights

You have the right to cancel the cover within a period which begins 14 days from the commencement/renewal of cover or on receipt of policy documentation, whichever is the latter (this period is referred to as the "cooling off period"). You should exercise this right by contacting **your** Insurance Intermediary and as long as **you** have not made a claim during the current **period of insurance**, **we** will refund the premium.

Your Intermediary Contact Details: Cover4Caravans Baxter Building 80 Baxter Avenue Southend on Sea Essex SS2 6HZ Tel: 01702 606 301 Email: cover4caravans@alanblunden.co.uk

Complaints Procedure

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

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

IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF YOUR CLAIM

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

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

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

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

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet **our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at:

www.fscs.org.uk or by contacting the FSCS on 0800 678 1100 or 0207 741 4100.

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

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR Telephone: 0800 023 4567 or 0300 123 9123 Email: complaint.info@financial-ombudsman.org.uk

Privacy And Data Protection Notice

1. Data protection

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

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

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

3. Sensitive personal data

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

7. Retention

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

4. Disclosure of your personal data

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

5. International transfers of data

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

6. Your rights

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



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

- T: 01702 606 301
- F: 01702 606 367
- E: cover4caravans@alanblunden.co.uk
- W: www.cover4caravans.co.uk



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