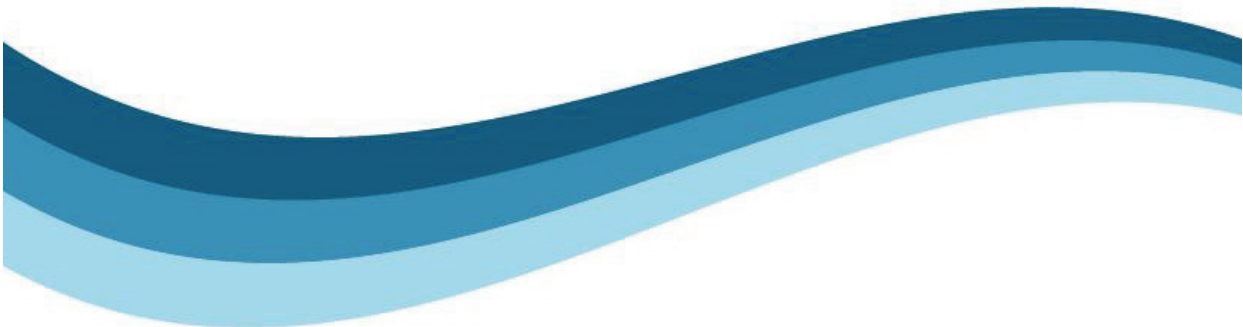




# Touring Caravan Insurance Policy Wording





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## Introduction

Welcome and thank you for choosing Thames Underwriting Limited as **Your Insurance Provider**. We work in partnership with **Your Insurance Intermediary** who will be happy to answer any questions **You** may have concerning the Policy.

It is important that **You** carefully read this Policy together with the **Schedule**, Statement of Fact and any Endorsements which form part of this Policy to ensure it meets with **Your** requirements. If any changes are needed or if the information is incorrect in any way, **You** must contact **Your Insurance Intermediary** immediately.

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 **Your Insurance Intermediary** requesting that **Your** cover is cancelled and any monies paid will be returned. **We** will then cancel **Your** insurance.

## Important

This policy is a legal contract. **You** must tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Your Insurance Intermediary**. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the Policy may not cover **You** fully.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your Insurance Intermediary**.

## Telephone Call Recording

For our joint protection telephone calls may be recorded and/or monitored.

## The Contract of Insurance

This Policy is underwritten by AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorised and regulated by the Financial Services Authority (Firm reference number: 202189)

This Policy the **Schedule** (including any **Schedule** issued in substitution) and any endorsement shall be considered one document. The Statement of Fact including the declaration or any information supplied by or on behalf of the **Insured** shall form the basis of this contract between the **Insured** and the **Insurer**.

This is to certify that in accordance with the authorisation granted to the undersigned by the **Insurer** and in consideration of the premium specified herein the said **Insurer** are hereby bound to insure in accordance with the terms limits of indemnity exclusions and conditions herein or endorsed hereon.

Provided always that any Section of this policy stated to be not covered in the **Schedule** shall be inoperative

In witness hereof this policy has been signed for and on behalf of the **Insurer**:

A handwritten signature in black ink that reads 'Paul Thomas'.

Thames Underwriting Limited



## Definitions

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

### Caravan

The structure of the touring caravan described in the **Schedule** together with an awning, fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring caravan or fitted by the manufacturer at a later date.

### CaSSOA

The Caravan Storage Site Owners' Association.

### Contents

Standard caravanning equipment and all additional items **You** would reasonably take with **You** when using **Your Caravan** including pedal cycles, and portable motor movers.

### Geographical Limits

United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands) and for any period of no more than 240 days in any one **Period of Insurance** - the European Union, Norway and Switzerland.

### Home

Within the boundaries of **Your** permanent place of residence or **Your Immediate Family** permanent place of residence but excluding communal parking areas and any public road or highway.

### 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.

### Insurance Provider

Thames Underwriting Limited  
Monometer House  
Rectory Grove  
Leigh on Sea  
SS9 2HN

Registered number 7136128

Authorised and regulated by the Financial Services Authority

### Insurance Intermediary

The Agent or Advisor who sold **You** this policy.

### In Use

When **You** or **Your Immediate Family** are using or visiting **Your Caravan** for holiday purposes or when the **Caravan** is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from **You** or **Your Immediate Family** using or visiting **Your Caravan** for holiday purposes provided the **Caravan** is kept at **Your** home during this 24 hour period.

### Money

Cash, bank or 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.

### Schedule

The document **We** give **You** which makes the policy valid and shows **Your** name, details of **Your** address, the **Caravan**, the sums insured, the **Caravan Storage Address** and the policy number.



### **Storage Address**

**Your Home** or an address **You** have given **Us** and which **We** have accepted.

### **Unattended**

When the **Caravan** is **In Use** and **You** have temporarily moved away from the **Caravan**.

### **Valuables**

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

### **We, Us, Our, Insurer, Company**

AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG.  
Tel: 0115 941 1022  
Fax: 0115 941 1316

Email: [nottingham@amtruste.co.uk](mailto:nottingham@amtruste.co.uk)

Registered Number: 1229676

Authorised and regulated by the Financial Services Authority

### **You, Your, Insured, Policyholder**

The person(s) named in the **Schedule**.

## **Making a Claim**

If **You** wish to make a claim, **You** may either contact the intermediary who arranged cover for **You**, who will notify us of **Your** claim, or **Us**.

### **AmTrust Europe Claims Hotline**

**0115 934 9818**

**(9 a.m. - 5 p.m. Mon-Fri)**

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

When submitting a claim form **You** must give **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 if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **Us** get back and identify the property;
- c) immediately send **Us** every letter, claim, writ or summons without answering them;



- d) supply at **Your** own expense, all reports, certificates, plans, specifications, quantities information and help **We** ask for;
- e) give **Us** all information and evidence, including written estimates and proof of ownership and value, that **We** ask for. **You** must pay any costs involved in doing this.

**2) You must not:**

- a) leave any property for **Us** to deal with;
- 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 in a reasonable way;
- 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;
- e) arrange to repair the damage to the insured property.

**4) You may do the following:**

carry out temporary emergency repairs to make good the **Caravan** following damage caused by an insured peril. 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 the policy.

**5) Our rights:**

- a) **We** may take, or ask **You** to take, any action necessary to get back, from anyone else, any costs **We** have to pay under this policy. **We** may do this before or after we pay **Your** claim;
- b) **We** may take over the defense or settlement of a claim against **You** by another person.

**6) Contribution - other insurances**

If **You** have any other insurance policies which cover the same loss, damage or liability as this policy, **We** will pay only **Our** share of the claim.

**7) No Claims Discount**

If **You** have made no claims in this **Period of Insurance Your** no claim discount entitlement may be increased at renewal. If **You** have made any claims **Your** no claims discount entitlement will be reduced at **Your** next renewal in accordance with the following table.



<b>No claims discount entitlement at the start of the period of insurance</b>	<b>No Claims New NCD</b>	<b>One Claim New NCD</b>	<b>Two Claims New NCD</b>
0 Years	1 Year	0 Years	0 Years
1 Year	2 Years	0 Years	0 Years
2 Years	3 Years	0 Years	0 Years
3 Years	4 Years	1 Year	0 Years
4 Years	5 Years	2 Years	0 Years
5 Years	5 Years	3 Years	0 Years

## **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 in the first instance refer to the **Insurance Intermediary** who sold the policy to **You**.

If **You** are not satisfied with the way a complaint has been dealt with or if it cannot be resolved, **You** should address **Your** complaint to: Thames Underwriting Limited, Monometer House, Rectory Grove, Leigh-on-Sea, Essex SS9 2HN.

Email: [enquiries@thamesunderwriting.com](mailto:enquiries@thamesunderwriting.com)

### **If Your complaint is about the administration of the policy**

If **You** have a query or complaint regarding the administration of the policy, **You** should in the first instance address **Your** complaint to: Thames Underwriting Limited, Monometer House, Rectory Grove, Leigh-on-Sea, Essex SS9 2HN.

Email: [enquiries@thamesunderwriting.com](mailto:enquiries@thamesunderwriting.com)

Thames Underwriting Limited aim to give our **Insured** a high level of service at all times. If Thames Underwriting Limited cannot resolve **Your** concern **You** may address **Your** complaint in writing to **Us**. **Our** complaints procedure and address are detailed as follows:

Please write to: AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG.

**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.

If **We** have not given **You** an answer in eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us**.

Once **You** have received **Your** final response from **Us**, and if **You** are still not satisfied **You** can contact the Financial Ombudsman Service: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. By telephone on 0845 080 1800 or 0300 123 9 123 or by Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**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 on 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 Services Authority or the FSCS. The latter can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 020 7892 7300.

The complaints procedure above does not affect any legal rights **You** may have to take action against **Us**.

**You** can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.



## Section 1 - Caravan and Contents

### Cover

**We** will cover **You** against loss or damage to the **Caravan** and its **Contents** caused by an insured peril.

Insured perils

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

### 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:

- New Replacement Value** If **You** suffer a total loss and the **Caravan** is within five years of age from the date of manufacture and **You** have been the only owner, **We** may replace the **Caravan** with a new **Caravan** of the same make and model. **Your** sums insured must cover the cost of a new **Caravan** of the same make and model. **You** must be able to provide the original purchase receipt.
- Purchase Price** If **You** suffer a total loss and the **Caravan** is within five years of age from the year of manufacture and **You** have not been the only owner and **You** purchased the **Caravan** from a caravan dealer, **We** may pay the purchase price paid by **You**. **Our** liability shall not exceed the purchase price paid by **You**. If **You** have bought **Your Caravan** from anybody other than a caravan dealer, **You** must be able to provide a valuation from a caravan dealer showing the original purchase price paid by **You** reflects the market value of the **Caravan** at the time of purchase. **Your** sums insured must cover the original purchase price paid by **You**.
- Market Value** If neither a) or b) above apply, **We** may pay the retail value of the **Caravan** at the time of the loss or damage (as shown in the current edition of *Glass's Guide to Caravan Values*), less a deduction to reflect pre-accident condition.

### The Contents

**We** will pay the cost of repairing damaged items or:

- a) pay the cost of replacing lost or damaged items by items of similar quality;
- b) replace lost or damaged items with items of similar quality.

**We** may take off an amount for wear, tear, and loss in value.

If the sums insured on the **Caravan** and **Contents** at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

### Limit of Liability

**Our** liability under this policy will not exceed the Sums Insured stated in the **Schedule**.

### Extensions

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

#### Emergency removal

If **Your Caravan** cannot be moved as a result of loss or damage while **in Use**, **We** will pay the extra costs **You** reasonably have to pay to:

- recover the **Caravan** from the scene of a road traffic accident;
- remove the **Caravan** from the premises of a recovery company to the secure premises of **Our** nearest approved repairer;
- re-deliver the **Caravan** to **You** at **Your Home** or **Storage Address** as shown in the **Schedule**.



### **Loss of use**

If **You** cannot stay in **Your Caravan** as a result of loss or damage while **In Use**, and **You** decide to continue with **Your** holiday, **We** may pay the extra costs **You** reasonably have to pay for:

- 1) hotel accommodation costs (not including food and drink) up to £100 a day for up to 14 days; or
- 2) hire costs for a replacement caravan up to £100 a day for up to 14 days.

### **Additional Contents cover**

When the **Caravan** is **In Use** only, as long as the sum insured is enough to cover the **Contents**, **We** will cover outside furniture kept in an awning.

### **Exclusions**

This policy does not cover:

- theft of **Contents** whilst outside the **Caravan**.
- theft of or loss or damage to **Money, Valuables**, firearms, wines, spirits and tobacco goods.
- theft of or loss or damage to the **Caravan** while the **Caravan** is not being used unless it is kept at **Your Home** or at a **Storage address You** have written and told **Us** about and which **We** have accepted.
- theft of **Contents** unless there is evidence of forcible or violent entry or exit to or from the **Caravan**.
- theft of electronic or electrical equipment whilst left in the **Caravan** when it is not in use.
- accidental damage to **Contents** and **Valuables**.
- loss or damage to **Caravan** generators or loss or damage to the **Caravan** resulting from using generators.



## Section 2 - Public liability

### Cover

**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 insure defense 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 also cover **You** or **Your Immediate Family** for any legal liability as owner or occupier of the **Caravan** to compensate others if, following an accident during the **Period of Insurance**, someone dies, is injured, falls ill or has their property damaged.

### Limit of Liability

**We** will pay up to £2,000,000 in connection with any one incident.

### Exclusions

- a) **We** will not cover public liability arising directly or indirectly while **You** are towing the **Caravan**.
- b) **We** will not cover public liability arising directly or indirectly resulting from an accident caused by the **Caravan** or part thereof becoming detached from any towing vehicle.
- c) **We** will not cover loss or damage to property **You** own or are looking after or if it is more specifically insured elsewhere.
- d) **We** will not pay if the liability that arises from death, injury or illness of **You** or **Your Immediate Family**; loss of or damage to any property **You**, **Your Immediate Family** or **Your** domestic employees own or that **You** or they are responsible for.

### General Exclusions – Applicable to all Sections

#### **We will not pay for loss or damage:**

- 1) to tyres unless caused by an insured peril;
- 2) resulting from road traffic accidents if the **Caravan** is not roadworthy;
- 3) to generators or resulting from using generators;
- 4) 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;
  - b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

#### **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 (including stone chips) or loss of value or any expense or costs that are indirectly caused by any insured peril;
- 5) wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- 6) 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) 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;
- 11) **You** towing **Your Caravan** if **Your Caravan** weighs in excess of 100% of the towing vehicle's kerb weight.

#### **We will not pay for:**

- 1) the first £100 of each and every claim, unless the loss or damage occurred whilst the **Caravan** was stored or permanently parked at a **CaSSOA** site;
- 2) more than £250 for any one single item insured under the **Contents** section;



- 3) the cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched;
- 4) loss or damage or legal liability directly or indirectly arising from the **Caravan** being loaned, leased or hired to any other person other than **Immediate Family** members;
- 5) loss or damage if the **Caravan** is being used as a **Permanent residence**;
- 6) loss or damage or legal liability occurring while the **Caravan** is being used in connection with any trade, business or profession;
- 7) loss or damage which happens before the start of this policy;
- 8) loss or damage caused deliberately by **You**;
- 9) loss or damage if **You** have not notified **Us** of any changes to the storage location or security arrangements of the **Caravan**.

### **General Conditions – Applicable to all Sections**

- 1) **You** must keep to the terms and conditions of this policy.
- 2) It is a condition of this policy that whenever the **Caravan** is left **Unattended** and detached from the towing vehicle, **You** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If a twin axle **Caravan** both axles must have a wheel clamp fitted. If left **Unattended** while attached to the towing vehicle **You** must fit a wheel clamp. If a twin axle **Caravan** both axles must have a wheel clamp fitted.
- 3) **You** must take all reasonable steps to prevent or reduce loss or damage to the **Caravan** and **Contents**.
- 4) **You** must maintain the **Caravan** in a sound, roadworthy condition and keep it in good repair.
- 5) **You** must not leave awnings up and attached to the **Caravan** unless it is **In Use**.
- 6) **You** must write and tell **Us** immediately of any changes in **Your** circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If **You** do not, **Your** policy may not be valid.
- 7) **We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and get back any money **We** have paid to **You** or **Your** representative.
- 8) 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.
- 9) 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.

### **Cancellation**

#### **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 or **You** may cancel the policy by giving **Us** written instructions.

#### **If You pay Your premium by monthly installments:**

**We** may cancel the policy by writing to **You** at **Your** last known address confirming that all cover will end seven 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).

**You** may cancel the policy by giving **Us** written instructions, **You** should also instruct **Your** bank to cancel **Your** Direct Debit.

If **You** or **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.



### **Data Protection Act 1998**

It is understood by **You** that any information provided to the **Insurance intermediary, Insurance provider** and **Us** regarding you will be processed by the **Insurance intermediary, Insurance provider** and **Us**. In compliance with the provisions of the Data protection Act 1998, for the purposes of providing insurance, handling claims, if any, which may necessitate providing such information to third parties and other organisations including to monitor our performance, carry out research, create statistics and prevent crime.

Touring Caravan Insurance is provided by Thames Underwriting Limited who's registered office is 57a Broadway Leigh on Sea Essex SS9 1PE and are Registered in England No 7136128 and Underwritten by AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG who are Registered in England No. 306274

Both Thames Underwriting Limited and AmTrust Europe Limited are regulated by the Financial Services Authority (No.533504 and No.202189 respectively)