

Your Touring Caravan Insurance Policy Wording

The proposal and declaration and any other information supplied to the Underwriters by or on behalf of the Insured named in the schedule, are the basis of this contract and are to be considered as incorporated herein. The Insured having agreed to pay the premium, the Underwriters will indemnify the Insured as provided for in this certificate against loss, damage or liability occurring within the Territorial Limits during the period of the insurance and within the limits stated in the schedule or any subsequent endorsement thereto.

This certificate must be read in conjunction with the current schedule of insurance in the name of the Insured, and by itself does not constitute proof of valid insurance. Should a schedule not be attached to this certificate please contact us immediately.

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. **THE INSURED** - the person named in the schedule.
3. **THE INSURED'S FAMILY** - the person you are married to or live with as if you were married, children and any other person who permanently lives with you, other than lodgers and any other paying guests.
4. **WE/US/THE UNDERWRITERS** - Zurich Insurance plc.
5. **THE SUM INSURED** - the sum insured shown in the schedule.
6. **THE PREMIUM** - the amount shown in the schedule as the Total Premium.
7. **THE CARAVAN** - any caravan which is described in the schedule or a subsequent endorsement including its fixtures and fittings and equipment including refrigerators, gas bottles, steps, batteries, stabilisers, wheel clamps, generators and the like but excluding awnings and which is the sole property of the Insured.
8. **CONTENTS & PERSONAL EFFECTS** - articles of personal use or adornment, clothing, luggage and general household goods, including portable television sets whilst contained within the caravan and belonging to the Insured or members of his family.
9. **THE AWNING** - the awning stated in the schedule.
10. **TERRITORIAL LIMITS** - The British Isles and up to 180 days in any one period of insurance in Continental Europe, Mediterranean Islands, Mediterranean Coastal Lands, Madeira and the Canary Islands including transit within these areas but excluding Albania, Bulgaria, Czech and Slovak Republics, Hungary, Poland, Romania and the former Union of Soviet Republics.

SECTION A - CARAVAN, CONTENTS, PERSONAL EFFECTS AND AWNINGS

The **Underwriters** will pay for loss or damage caused by Accidental Damage, Fire, Theft, Vandalism, Storm or Flood 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.
- (2) (a) delivery after repair to the **Insured** within the British Isles.
Or (b) delivery after repair to the risk address, where the risk address shown on the schedule states that the **Caravan** is usually stored or sited on the mainland of Europe.
- (3) the disconnection and re-connection of services when the **Caravan** is removed for repair, where the **Caravan** is connected to services.

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

- (a) The **Underwriters** will pay to the Insured the value of the property at the time of loss or destruction or shall at their option repair, reinstate or replace such property or any part of it provided that the total liability of the **Underwriters** shall not exceed £300, in respect of any one article, unless specified in the schedule and in total the **Sum Insured**.
- (b) In the event of any of the **Contents & Personal Effects**, except for household linen and/or clothing, being lost or damaged beyond economic repair within one year of purchase new and provided the **Sum Insured** represents the full replacement as new, at the time of loss or damage, the **Underwriters** will pay for the replacement of such property as new at the time of the loss or damage provided that the replacement article is substantially the same as but not better than the original article as new. No deduction will be made for wear and tear.

In all instances in A(i) and A(ii)

- (a) the **Underwriters** will not pay for the cost of replacing or repairing any undamaged parts of the **Caravan** and/or **Contents & Personal Effects** which form part of a pair, set, or suite or part of a common design or function when the damage is restricted to a clearly definable area or to a specific part.
- (b) any available discount will be taken into account in the settlement amount.
- (c) the total liability of the **Underwriters** shall not exceed the total value of such property as new.

(A) (iii) to the Awning (subject to the limit of indemnity of £2,500)

This section only applies if specified on the schedule

In the event of the **Awning** being lost or damaged beyond economic repair within ten years from the date of purchase as new, the **Underwriters** will replace the **Awning** with a new one of the same manufacture and model. Any available discount will be taken into account in the settlement.

Extensions to Section A

- (a) The **Sum Insured** will not be reduced by a claim payment except in the event of the **Caravan** being stolen or totally destroyed. A new schedule will be required for any replacement **Caravan**.
- (b) In the event of a claim being met under this insurance totalling in excess of £500, the annual subscription for membership of the **Insured's** caravan club for the year covering the date of the claim will be paid. This payment will be restricted to one club only and payable on production of a receipt or membership card. The limit of indemnity under this extension is £50.
- (c) In the event of the **Insured** or a member of the **Insured's Family** being unable to drive due to illness or accident, when away on a booked holiday in the **Caravan** and no other member of the party on the holiday being able to drive or having towed a caravan before, the **Underwriters** will pay the reasonable costs of returning the **Caravan** to the caravan storage address of the **Insured**. The limit of indemnity under this extension is £1,000.

Exceptions to Section A

The Underwriters will not pay for:-

- (1) loss or damage to money of any kind, credit or charge cards or business books or documents of any kind.
- (2) loss of or damage to watches Jewellery, furs and articles of gold, silver or other precious metals, contact lenses, spectacles, items of sports equipment value £50 or over, photographic equipment, binoculars, camcorders, mobile telephones, computer hardware or software, motor driven vehicles of any kind or their accessories, pedal cycles or waterborne craft of any description.
- (3) depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, water leakage or any gradually operating process.
- (4) mechanical or electrical breakdown, failure or damage.
- (5) damage to tyres unless caused by an accident to the **Caravan** or vandalism.
- (6) theft from the **Caravan** unless forcible or violent means are used to gain entry.
- (7) theft or accidental loss from **Awnings** or toilet tents except for outside furniture when the caravan is in use, subject to an overall limit of £500.
- (8) the first £50 of each and every claim or occurrence except in the event of damage solely to windows.
- (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. The **Underwriters'** 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) loss of or damage by theft or attempted theft of the **Caravan** whilst unattended in excess of two hours unless:
 - (a) for single axle caravans - a wheel clamp and a hitchlock are fitted
 - or (b) for twin axle caravans - two wheel clamps and a hitchlock are fitted or a wheel clamp and hitchlock are fitted and a burglar alarm is in operation.All the items in (a) and (b) must be of proprietary manufacture.
- (12) any loss or damage whilst the **Caravan** is let for hire or reward other than when on a fixed site.
- (13) loss or damage to the **Awning** when erected and attached to the **Caravan** when the **Caravan** is left unoccupied for seven days or more.

Basis of Claims Settlement - Section A

(A) (i) Caravan

- (a) The **Underwriters** will pay to the **Insured** 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 of the **Underwriters** shall not exceed the **Sum Insured** or the market value whichever is the lesser amount. The **Underwriters** will not be liable for that part of any repair or replacement which improves the **Caravan** or its equipment beyond the condition before the loss or damage occurred.
- (b) In the event of the **Caravan** being lost or damaged beyond economic repair within 10 years of purchase new and provided the **Sum Insured** represents the full replacement value as new, at the time of the loss or damage, the **Underwriters** will replace the **Caravan** with a new one of the same manufacture and model or pay the cash equivalent at its discretion. Any available discount will be taken into account in the settlement amount.

Extension to Section A (i)

In the event of a claim being settled under the terms of this insurance for the repair of any damaged windows of the Caravan any no claim discount attaching to the policy will not be affected.

(A) (ii) Contents and Personal Effects

The **Underwriters** will pay to the **Insured** 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 of the **Underwriters'** hereunder shall not exceed £300, in respect of any one article, unless specified in the schedule and in total the **Sum Insured**.

SECTION B - LIABILITY TO THE PUBLIC

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

- (i) Accidental death of or bodily injury to any person other than the **Insured** or any employee or member of the **Insured's Family**.

- (ii) Accidental loss of or damage to property not belonging to or in the custody of the **Insured** or any employee or member of the **Insured's Family** arising from use or ownership of the **Caravan**.

The limit of the **Underwriters'** liability in respect of all claims arising from one cause is £2 million plus legal costs recoverable by a claimant and costs and expenses incurred with the **Underwriters** written consent. In the event of the death of the **Insured** his 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 "**The Insured**" will be deemed to include any persons using the **Caravan** with the consent of the **Insured** other than whilst let for reward.

Exceptions to Section B

This section does not indemnify the **Insured** against any liability:-

- (a) arising while the **Caravan** is attached to a mechanically propelled vehicle.
- (b) resulting from an accident caused by the **Caravan** or part thereof becoming detached from any towing vehicle.
- (c) that arises in connection with any vehicle being used for the transportation of the **Caravan**.
- (d) for the death or injury of any person arising out of or in the course of their employment by the **Insured**.
- (e) arising out of the use of any mechanically propelled vehicle/water craft.
- (f) if such liability attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (g) 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.
- (h) of whatsoever nature arising out of or connected with or incidental to any profession, occupation, business or commercial venture.
- (i) arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
- (j) 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 C - LOSS OF USE AND HIRING CHARGES

If the Caravan is rendered uninhabitable by loss or damage for which a claim is payable under Section A, the **Underwriters** 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.
- Or
- (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 this section shall not exceed £50 per day for a maximum of 30 days.

SECTION D - PERSONAL ACCIDENT BENEFITS

Benefits

- (1) Death - £20,000
- (2) 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

The **Insured** and any member of the **Insured's Family** permanently residing with him whilst:

- (1) within the Caravan or private motor vehicle towing the **Caravan**.
- (2) loading, unloading, hitching, unhitching 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 D

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

- (a) by narcotic or drug unless taken as prescribed by a registered Medical Practitioner.
- (b) by the **Insured** participating in racing.
- (c) by the **Insured** participating in a criminal act.
- (d) arising from the use of power driven wood or metal working machinery except portable tools applied by hand.
- (e) by pregnancy or childbirth.
- (f) by sickness or disease not resulting from bodily injury.
- (g) 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 (and any other information about the risks insured) being complete and correct to the best of the **Insured's** knowledge and belief.
- (b) any person seeking benefit observing the terms of Insurance as far as they can apply.

(2) Claim Notification & Procedure

If you wish to make a claim under this insurance please contact Park Home Insurance Services Ltd, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA. Telephone: 01892 784059. At the time of making a claim, you will be asked;

- The policy number stated on your schedule.
- Your name, address and telephone number(s).
- The place where the loss or damage occurred.
- What caused the loss or damage.
- The date of the incident.

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

- (a) as soon as reasonably possible notify the claim in writing to Park Home Insurance Services Ltd. And if required give full details within 30 (thirty) days of the incident together with such information and assistance as the **Underwriters** may reasonably require.
- (b) immediately notify the Police following 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 of the **Underwriters**, who shall be entitled to take over and conduct in the name of the **Insured** the defence of any claim and to prosecute in the **Insured's** name, for the **Underwriters'** 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.

Fraudulent Claims

If the **Insured** 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.

(3) Care of Property

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

(4) Change in Risk

You must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in your insurance no longer being valid and claims not met. If in doubt about any change, please tell **us**. If your policy is amended as a result of any change, **we** will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

(5) Other Insurances

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

(6) Your cancellation rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by **us**) tell **us** of your decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made **we** will refund the premium you have paid. If a claim is made **we** charge you for the days **we** have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

(7) Cancellation

You may cancel the policy at any time by telling **us**, either in writing or over the phone. **We** may cancel your policy by giving you 7 days written notice to your last known address. **We** will give you a refund in proportion to the time left until your current period of insurance is due to run out.

(8) Renewal by direct debit

If you pay the premium to Park Home Insurance Services Ltd. using the Direct Debit instalment scheme, **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method. **We** may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want **us** to renew the policy, as long as you tell **us** before the next renewal date, **we** will not renew it. Our right to renew this policy does not affect **your** cancellation rights detailed in the introduction and on page 18 of the policy.

GENERAL EXCLUSIONS (Applicable to the whole Insurance)

Exclusions which apply to the whole of your policy

The **Underwriters** will not pay for the following.

- (1) Any liability arising or any loss or damage that occurs while the **Caravan** is being used other than for social, domestic and pleasure purposes.
- (2) Any liability which attaches because of an agreement but which would not have attached in the absence of that agreement.
- (3) Loss of use with the exception of cover provided by Section C.
- (4) Any reduction in value.
- (5) Consequential (indirect) loss of any kind.
- (6) Any accident or incident that happens outside any period of insurance that is covered by this policy.
- (7) Loss or damage to any items used in connection with any business, trade or profession.
- (8) Any legal liability resulting from any business, trade or profession.
- (9) Any claim resulting from:
 - deliberate or criminal acts by you or your family or any hirer, occupant or user of the **Caravan**;
 - gradual causes including deterioration or wear and tear;

- mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
 - any process of cleaning, repair or alteration;
 - vermin, insects or chewing, scratching, tearing or fouling by pets;
 - electrical or mechanical failure or breakdown;
 - faulty design materials or workmanship;
 - the failure of a computer chip or computer software to recognise a true calendar date; computer viruses;
 - ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
 - war, revolution or any similar event;
 - pollution or contamination which was:
 - the result of a deliberate act;
 - expected and not the result of a sudden, unexpected and identifiable incident.
- (10) Any claim arising directly or indirectly from an act of terrorism. In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

OUR SERVICE COMMITMENT TO YOU

Our complaints procedure

We value the opportunity to investigate any concerns you may have about any aspect of our service and are committed to handling all complaints fairly, thoroughly and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore, in the first instance, please get in touch with Park Home Insurance Services Ltd. as they will generally be able to provide you with an immediate response to your satisfaction. Contact details are provided below:

Mr William H C Tuke
 Park Home Insurance Services Ltd
 Helix House
 High Street
 WADHURST
 East Sussex
 TN5 6AA

You can telephone on **01892 784059**
 Or e-mail: info@parkhomeinsurance.com

If your complaint cannot be resolved straight away, and it relates to the terms and conditions of the policy, the complaint will be passed to **us** to deal with. Otherwise, Park Home Insurance Services Ltd. will carry out a full investigation and provide a response. **We** and Park Home Insurance Services Ltd. both aim to resolve your concerns as soon as possible and will keep you informed of progress whilst enquiries are continuing.

The majority of complaints that are not resolved straight away are resolved within four weeks of receipt.

Next steps if you are not happy with the response provided

We are dedicated to our customers and seek to do what is right; however, sometimes **we** may not be able to reach an agreement with you. If this is the case, and you remain dissatisfied once you have received our response to your complaint, **we** will carry out a further review.

Where the complaint is being handled by **us**, it will be referred to the Customer Relations Team for a separate review. They will contact you to let you know they have received your complaint and when their review is complete, they will provide you with a final response on behalf of **us**.

Where the complaint is being handled by Park Home Insurance Services Ltd., it will be reviewed by a Director, and a final response provided.

Complaint Procedure Leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

The Financial Ombudsman Service (FOS)

If **we** are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response. The FOS contact details are as follows:

Financial Ombudsman Service
 South Quay Plaza
 183 Marsh Wall
 London E14 9SR

You can telephone on: **0845 080 1800**
 Or e-mail: complaint.info@financial-ombudsman.org.uk

Compensation

Park Home Insurance Services Limited and Zurich Insurance plc are both covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if **we** are unable to meet our obligations to you. Compulsory insurance is covered in full. Non-compulsory insurance is protected in full for the first £2,000 and then 90% of any amount above £2,000. Further information is available at www.fscs.org.uk or by contacting the FSCS directly on **020 7892 7300**.

GOVERNING LAW

Your policy is governed by the law that applies to where you reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. You agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.



Castle Cover Ltd.

Castle Cover Ltd is an appointed representative of Lorica Consulting Ltd who are authorised and regulated by the Financial Services Authority.

Their Financial Services Authority register number is 307236.

If you want to check this you can telephone the Financial Services Authority on 0845 606 1234.

Or visit their website which is www.fsa.gov.uk/register.

Park Home Insurance Services Ltd.

Registered Office: Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Registered in England & Wales number 2979679.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Services Authority.

Our FSA register number is 306716.

Our permitted business is selling and administering contracts of general insurance.

Underwritten by:
Zurich Insurance plc

Zurich Insurance plc

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority.

Details about the extent of our regulation by the Financial Services Authority are available from us on request.

FSA registration number: 203093.

These details can be checked on the FSA's register by visiting their website www.fsa.gov.uk/register

or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

This policy is administered by Park Home Insurance Services Ltd, registered in England No. 2979679.

You're safe and secure with Castle Cover