

Caravan Saver Policy Wording



AmTrust Europe
An AmTrust Financial Company

Introduction

Welcome to **Our** Caravan Saver policy.

This document, the **Schedule**, any statement of fact or proposal 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** require. If they are not correct, or do not meet **Your** needs, please immediately return this policy document to **Your** Insurance Intermediary 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 to be changed during the **Period of Insurance** please let **Us** know as soon as possible. **You** must tell **Us** about any changes which affect the circumstances of the **Caravan**. If **You** do not, **Your** policy may not be valid.

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **We** have asked for. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete. If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** may treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- Treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- Amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- Reduce the amount **We** pay on a claim if the proportion of the premium **You** have paid, bears to the premium **We** would have charged **You**;
- Cancel **Your** policy in accordance with Our Cancellation Rights – Page 7; or
- Have charged **You** a higher premium for providing **Your** cover, **We** could reduce the amount of any claim payment with an adjustment, using the same proportionate difference between the actual premium charged and the higher premium due. For example, if the initial premium **You** paid was £200, but if accurate information had been provided, **Your** premium would have been £400, a claim for an amount of £1,000 would be reduced to £500.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your** Insurance Intermediary as soon as possible.

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 insufficient. Following a claim, **We** can make a cash payment, carry out the necessary repairs, or replace the item.

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 contact the person who arranged this insurance for **You**, 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.

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.

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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:

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

All accessories which are owned by **You** or are **Your** responsibility and would take with **You** when using **Your Caravan** including pedal cycles and portable motor movers, excluding **Money** and **Valuables**.

Geographical Limits

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

Home

Within the boundaries of **Your** permanent place of residence or **Your Immediate Family's** 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, spouse or partner.

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. Please note the policy definition of **Home** excludes communal parking areas and public roads or highways.

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 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 (including laptops and tablet computers), binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We, Us, Our

This policy is underwritten by AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, Nottinghamshire, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial services register number: 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

Tel: 0115 941 1022

Fax: 0115 941 1316

Email: nottingham@amtruste.co.uk

Reg No: 1229676

You, Your, Policyholder

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

Policy Cover

Section 1 – The Caravan

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

Insured perils

- a. Fire, explosion, lightning and earthquake;
- b. Storm or flood;
- c. Theft or attempted theft.

Excluding

1. Accidental damage;
2. Malicious acts or vandalism;
3. Theft of **Contents** whilst outside the **Caravan**, if not kept in an awning;
4. Theft of or loss or damage to **Money, Valuables**, firearms, wines, spirits and tobacco goods;
5. Theft of or loss or damage to the **Caravan** while the **Caravan** is not **In Use**, unless it is kept at **Your Home** or at a **Storage Address** **You** have written and told **Us** about and which **We** have accepted;
6. Theft of or loss or damage to the **Caravan** while **In Use**, if left in communal parking areas, or on public roads or highways;
7. Theft of **Contents** unless there is evidence of forcible and violent entry or exit to or from the **Caravan**;
8. Theft of electronic or electrical equipment whilst left in the **Caravan** when it is not **In Use**;
9. Loss or damage resulting from awnings being left up and attached to the **Caravan** whilst the **Caravan** is not **In Use**;
10. **We** will not pay for loss or damage to **Caravan** generators or damage to the **Caravan** resulting from using generators.

Additional extensions

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

a. Emergency removal

If **Your Caravan** cannot be moved as a result of loss or damage caused by an insured peril while **In Use**, **We** will pay the extra costs **You** have to pay to:

1. Remove the **Caravan** from the premises of a recovery company to the secure premises of a repairer **We** have agreed;
2. Re-deliver the **Caravan** to **You** at **Your Home** or **Storage Address** as shown in the **Schedule**.

b. 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.

Section 2 - 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 insure 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 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.

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

Excluding

- a. **We** will not cover public liability arising directly or indirectly while **You** are towing the **Caravan** (This cover should be provided by the towing vehicle's insurance. Please check your motor insurance and licence documents);
- 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 liability that arises from death, injury or illness of **You** or **Your Immediate Family** or loss of or damage to any property **You** or **Your Immediate Family**.

Settling Claims

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. Market value

If **You** suffer a total loss **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 with items of similar quality;
- b. Replace lost or damaged items with items of similar quality.

We may 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

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.

General Exclusions

We will not pay for loss or damage:

- a. To tyres unless caused by an insured peril;
- b. To generators or resulting from using generators;
- c. Or any legal liability or bodily injury directly or indirectly caused by or arising from:
 1. Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel;
 2. 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:

- a. Faulty workmanship, faulty design or using faulty materials;
- b. Repairing, restoring, renovating, cleaning or dyeing;
- c. Electrical or mechanical failure or breakdown;
- d. Wear, tear or loss of value or any expense or costs that are indirectly caused by the insured peril;
- e. Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
- f. Water damage as a result of water leaking in through windows, doors, ventilators, body joints or seals;
- g. Chewing, scratching, tearing or fouling by animals;
- h. Deception, unless deception is used only to gain access or entry to the **Caravan**;
- i. Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
- j. Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
- k. **You** towing **Your Caravan** if **Your Caravan** weighs in excess of 100% of the towing vehicle's kerb weight;
- l. **We** will not pay for loss or damage as a result of a gradual operating cause. **Your** policy is not a maintenance contract. **You** must take all steps to prevent or reduce loss or damage to the **Caravan** and **Contents**.

We will not pay for:

- a. The first £250 of each and every claim, unless the loss or damage occurred whilst the **Caravan** was stored or permanently parked at a **CaSSOA** registered site;
- b. More than £250 for any one single item insured under **Contents**;
- c. 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;
- d. 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;
- e. Loss or damage if the **Caravan** is being used as a **Permanent Residence**;
- f. Loss or damage or legal liability occurring while the **Caravan** is being used in connection with any trade, business or profession;
- g. Loss or damage which happens before the start of this policy;
- h. Loss or damage caused deliberately by **You** or **Your Immediate Family**;
- i. Loss or damage if **You** have not notified **Us** of any changes to the storage location or security arrangements of the **Caravan**.

General Conditions

- a. **You** must keep to the terms and conditions of this policy;
- b. 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 left **Unattended** while attached to the towing vehicle **You** must fit a wheel clamp;
- c. **You** must not leave awnings up and attached to the **Caravan** unless it is **In Use**;
- d. **You** must maintain the **Caravan** in a sound, roadworthy condition and keep it in a good state of repair;
- e. **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;

- f. If **You** make a fraudulent claim under this insurance contract:
1. **We** are not liable to pay the claim; and
 2. **We** may recover from **You**, any sums paid by **Us** to **You** in respect of the claim; and
 3. **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 (f)(c) above:
1. **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
 2. **We** need not return any of the premiums paid.
- g. 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;
- h. It is a condition of this policy that a serial, VIN or chassis number is provided to **Us** at inception of the policy for pre-1992 **Caravans**. For post-1992 **Caravans** **You** will need to provide **Us** with the CRiS (Caravan Registration and Identification Scheme) number at inception of the policy. **You** will be required to produce the CRiS registration document in the event of a total loss of the **Caravan**. Do not keep this document in **Your Caravan**;
- i. 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

How to Claim:

Amtrust Europe Claims Department
0115 934 9818
(9am – 5pm Mon – Fri)

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

When submitting a claim form **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 loss or damage has been caused by theft or attempted theft 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 Dispose of any damaged items until **We** have had the chance to inspect them;
- b Repair any damaged items until **We** have had the chance to inspect them;
- c 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;
- 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 defence 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.

Cancellation

Our Cancellation Rights

1. 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.

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.

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**.

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. (0115) 934 9852

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'; 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

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 Services Register or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or be contacted on 0207 741 4100.

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

Data Protection & Privacy Statements

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.

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.

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.

AmTrust Europe Limited

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St James's Street
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Fax: 0115 941 1316

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Company registered No: 1229676

Member of the Association of British Insurers

AmTrust Europe Limited is authorised by the Prudential
Regulation Authority and regulated by the Prudential
Regulation Authority and Financial Conduct Authority.

CSPW00601102019