



**TOURING CARAVANS & STATIC CARAVANS**

**PUBLIC LIABILITY INSURANCE POLICY**

Registered Office:

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**Registered No: 101071 England**

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## About Your Policy

**Your** Policy is made up of **sections** prepared from a **proposal** form, declaration or statement of fact provided by **you** or from **your** instructions, or any information in connection with this insurance provided to **your** insurance adviser.

The Policy Introduction explains the insurance provided under this contract.

Each **section** may include terms, definitions, conditions and exclusions unique to the **section** which should be read in conjunction with the Policy definitions, conditions and exclusions.

An Endorsement forms an addition to the **section** and varies the insurance provided by the **section**. The **schedule** and any Endorsements should be read together for precise details of **your** insurance protection. Please take care to review all documentation carefully to ensure that the information provided accurately reflects **your** circumstances and that the cover provided suits **your** requirements.

**You** should pay particular attention to any terms, conditions, limits and exclusions including endorsements which may require **you** to take action.

## Policy Introduction

This Policy has been offered to you by the Introducing Broker as defined in your **Policy Schedule**, and is a contract between **you** and the **Insurer**.

In deciding to accept this insurance, and in setting the terms and premium, **we** have relied on information **you** have given. **You** must take all reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

When **we** are notified of a change **we** will tell **you** whether this affects **your** policy; for example whether **we** are able to accept the change and if so whether the change will result in revised terms and/or a revised premium being applied to **your** policy.

If **we** are not able to accept the change and it becomes necessary to cancel this insurance **we** will do so as described within the cancellation conditions contained within the policy.

Please read the whole document carefully, it is arranged in different **sections** It is important that:

- **You** are clear which **sections you** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **your** own duties under each **section** and under the insurance as a whole.

Please contact **your** insurance provider immediately if this document is not correct or if **you** would like to ask any questions.

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts.

All Acts of Parliament within the Policy wording include equivalent legislation in Scotland, Northern Ireland the Isle of Man or the Channel Islands as the case may be.

The insurer will indemnify **you** following **your** payment of the premium within the operative **section**, definitions, terms, conditions and exclusions, **schedule** and Endorsement, as stated in the Insurance provided and **limit of liability** occurring in connection with **your** ownership of **your caravan** during the **period of insurance**.

The Policy Introduction, **sections**, definitions, terms, conditions and exclusions, **schedule** and Endorsements are to be read as one document.

Any word or phrase stated as a Definition has the same meaning throughout the Policy terms conditions and exclusions **schedule** and any Endorsement unless the **section** definitions terms conditions and exclusions **schedules** or any Endorsement state otherwise.

Any **Item** and or **Limit of Liability**, and or **Sum Insured**, and or **Total Sum Insured**, and or **Limit of Liability** stated in a **section schedule** or any Endorsement is exclusive of **excess**.

Please note that **you** are required to inform **your** insurance advisor immediately of any facts or changes which the insurer would take into account in its assessment or acceptance of this insurance, and failure to do so may invalidate **your** Policy or result in the Insurance provided not operating fully.

**You** should contact **your** insurance advisor if **you** are in any doubt as to whether a fact is material or not.

## Policy Definitions

These definitions apply to **your** entire Policy wherever these words or phrases appear in **bold** except where otherwise stated.

### Asbestos

means **asbestos** fibres or particles or any derivatives of asbestos including any product or material containing **asbestos**, **asbestos** fibres, or particles or any derivatives of **asbestos**.

### Bodily Injury

means physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

### Caravan

The touring or static **caravan** described in the **schedule** together with awnings, standard fixtures an fittings , furniture and furnishings, and for static **caravans** only, decking, skirting and verandas, included in the manufacturer's specification and approved dealer fitted accessories.

**Company/Our/Us/We**

means The Salvation Army General Insurance Corporation Limited.

**Damage**

means physical loss or destruction of/or damage to **property**.

**Domestic Employee**

A person employed by **you**.

**Event**

means any one occurrence or series of occurrences directly or indirectly attributable to a single source or the same original repeated or continuing cause.

**Excess**

means the amount **you**, or any party entitled to indemnity, will contribute in relation to every **event** insured and each and every loss before **we** assume any responsibility to make a payment and applies after the application of all other terms and conditions.

The **excess** does not form part of the **limit of liability** and is payable by **you** before the application of the **limit of liability**.

**Item**

means any tangible asset covered under this **Policy** and as per the **Schedule**

**Insured/You/Your**

means the person or persons in the **schedule**.

**Limit of Liability**

means the maximum amount **we** will pay during any one **period of insurance** as shown on **your schedule**.

**Period of Insurance**

means the period stated in the **schedule** or any subsequent period for which **we** agree to accept payment of premium.

**Property**

means material property.

**Schedule**

means the document stating the operative **section(s)** **you** have chosen, the **period of insurance** and details **your caravan** and the **limit of liability**.

**Section(s)**

means the parts of this Policy that detail the insurance cover provided for each individual **section** of this Policy.

**Sum Insured**

means the amount(s) we will cover you for under the **Section(s)** in this Policy, and as outlined in the **Schedule**.

**Territorial Limits**

means Great Britain, Northern Ireland, The Isle of Man & The Channel Islands but not Offshore Activity.

**Terrorism**

means any act, including, but not limited to the use of force or violence, and or the threat thereof of any person or persons, whether acting alone or on behalf of or in connection with any organisations or

governments, committed for political, religious, ideological or similar purposes, and/or to put the public or any section of the public in fear.

### **Total Sum Insured**

means the total amount we will cover you for in this **Policy**, broken down into the **Sum(s) Insured**, and as outlined in the **Schedule**.

### **Your Family**

**Your** spouse or partner, relatives and any other person permanently living with **you**.

## **Policy Conditions**

### **Alteration of Risk**

The insurance under this Policy will cease if after the commencement of this insurance:

1. **Your** interest ceases except by death;
2. the risk of **damage**, accident or **bodily injury** is materially increased unless **we** state otherwise in writing;

### **Fair Representation**

**You** have a duty to make to us a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

1. deliberate or reckless
  - a. in relation to an alteration made to this Policy, we may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or
  - b. in relation to inception or renewal of this Policy we may avoid this Policy and refuse all claims and retain any premiums paid; or
2. neither deliberate nor reckless
  - a. in relation to an alteration made to this Policy and we would not have agreed to the alteration on any terms, we may treat this Policy as if the alteration was never made; or
  - b. in relation to inception or renewal of this Policy and we would not have entered into this Policy on any terms, we may avoid this Policy and refuse all claims but will return any premiums paid; or
3. neither deliberate nor reckless
  - a. in relation to an alteration made to this Policy, and we would have agreed to the alteration but on different terms; or
  - b. in relation to inception or renewal of this Policy, and we would have entered into this Policy but on different terms

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in us charging an increased premium on what was actually charged, we may reduce proportionately the amount to be paid on a claim. **We** will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that we would have charged;

**We** will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

### Conditions Precedent and Warranties

It is a condition precedent to **our** liability that **you** comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by **you**.

Where:

1. there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;  
and
2. compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** breach any warranty in this Policy, **our** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **insured** for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

### Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by **you**, or anyone acting on **your** behalf, to obtain any benefit under this Policy, or if any **damage** be occasioned by the wilful act or with **your** connivance, **we** may terminate this Policy with effect from the date of the fraudulent or wilful act, and **we** shall not be liable to provide an indemnity in respect of the claim, and will be entitled to recover any amounts already paid in respect of the claim, and **we** shall not be liable to provide an indemnity in respect of any act, event, claim or incident after such date, and **we** shall be entitled to retain all premiums paid in respect of the Policy.

### Cancellation

**You** have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **You** any Premium **you** have paid to **us**. In the case of renewals **we** will refund to **You** any Premium **you** have paid to **us** less any payments **we** have made.

**Cancellation by you** If **you** subsequently give notice in writing or by telephone to **us** to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. If **your** policy is cancelled **we** will return to **you** the unexpired portion of any premium paid. However if **you** have made a **claim**, there will be no return of premium.

**Cancellation by us** If **you** fail to satisfy the terms of **your** Policy, **we** may choose to cancel **your** Policy during the **period of insurance** by giving **you** 14 days written notice of cancellation to the last address **you** provided **us** with. Examples of when **we** might do this includes **you** not paying a Premium instalment when due, **us** discovering that **your** property is no longer eligible for cover, etc.

**Premium position upon cancellation by us** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to **you** or **your** estate.

If however an incident has arisen during the **period of insurance** which has or will give rise to a claim, then no refund will be made.

### **Reasonable Precautions**

**You** must:

1. do all that is reasonably possible to:
  - a. prevent, or reduce the extent of, damage
  - b. prevent accidents or bodily injury
2. keep any property insured under this Policy in good condition

### **Rights of Third Parties**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Assignment**

**You** shall not assign any of the rights or benefits under this Policy and/or any **section** of this Policy without **our** prior written consent.

**We** will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any **section** of this Policy.

### **Data Protection**

All personal data provided by **you** will be treated by **us** as confidential and will not be disclosed to any third party without **your** consent unless permitted by law or as set out in the Data Protection & Privacy Policy section of this policy wording.

### **Several Liability**

**Our** liability is several and not joint and is limited solely to the extent of our individual proportions as shown in Identity of Insurers. **We** are not responsible for the subscription of any co-subscribing Insurers or any other Insurer or co- Insurer who for any reason does not satisfy all or part of its obligations.

## **Claims Conditions**

### **Claims (Action to be taken by you)**

It is a condition precedent to any liability of ours to make any payment under this Policy that **you** will:

1. give written notice to **us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such **event**;
2. provide all additional information **we** may require within the time stipulated by **us**;
3. forward unanswered to **us** immediately when they are received every claim form summons or other originating process, or any letter of claim or other written notification of claim and all documents relating thereto;
4. give immediate notice in writing to **us** of any impending prosecution inquest or fatal accident inquiry;
5. at all times, and in addition to the obligations set out above, forward such information to and cooperate with **us** or **our** appointed agents to allow **us** to be able to comply with such relevant practice directions and pre- action protocols as may be in force;
6. carry out and permit to be taken any action which may be reasonably practicable to prevent further **damage**.

**Our** claims department can be contacted at:

Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT Telephone: 0300 030 1865

Email: [claims@sagic.co.uk](mailto:claims@sagic.co.uk)

### Claims (Conduct and Control)

It is a condition precedent to any liability of **ours** to make any payment under this Policy that no admission, offer, promise of payment or indemnity shall be made or given by or on behalf of **you** without **our** written consent.

**We** shall be entitled if **we** so desire to take over and conduct in **your** name the defence or settlement of any Claim, or to prosecute in **your** name for **our** benefit any claim for indemnity or damages or otherwise.

**We** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **you**, and **you** shall give all such information and assistance as **we** may require.

### Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of **us** take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by **us**.

## Complaints Procedure

**We** are committed to providing a first class standard of service to all our policyholders. However, if **you** have any cause for complaint **you** should:

If the complaint relates to the sale of this policy then please contact the intermediary you purchased the policy from. If the complaint relates to a claim then in the first instance, contact the Managing Director at the address below:

The Salvation Army General Insurance Corporation Ltd.  
Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT e-mail:[complaints@sagic.co.uk](mailto:complaints@sagic.co.uk)

**Our** complaint procedure:-

1. All complaints whether written or oral are logged by the relevant sagic employee.
2. The sagic employee will try to resolve the matter during that working day.
3. If this cannot be done **your** complaint will be acknowledged to **you** in writing on that day or within 72 hours.
4. **Your** complaint will be dealt with and **we** will endeavour to resolve it within 5 working days. If this does not happen **you** will be kept informed.
5. If the sagic employee cannot resolve **your** complaint it will be referred to the Managing Director who will respond within no more than a further 5 working days.

**Our** aim is to give **you** excellent service and **we** want **you** to be satisfied with the service **you** get from us. All complaints are recorded, along with their outcomes, so that **we** can learn from **our** mistakes. So, while **we** aim not to give **you** cause for complaint, **we** want to hear from **you** if **we** do something **you** believe to be wrong. Ultimately, this will be of benefit to **you** and all **our** policyholders.

Should you remain dissatisfied, please write to sagic's Chairman at the same address, further to this if the matter is not resolved to your satisfaction **you** may be able ask the FINANCIAL OMBUDSMAN SERVICE (FOS) to review your case.

Please note that the FINANCIAL OMBUDSMAN can investigate a complaint if:

1. **You** have given us an opportunity to resolve **your** complaint.



2. **You** are not a business with a group turnover of at least €2,000,000 and have fewer than 10 employees.
3. The matter is not the subject of legal proceedings or arbitration.
4. The dispute is not between **you** and someone else's insurer.
5. The complaint does not concern **our** level of premiums or **our** decision as to which risks to cover.

**THE FINANCIAL OMBUDSMAN SERVICE CAN BE CONTACTED AT:**

Exchange Tower, LONDON E14 9SR  
 Telephone: **0300 123 9 123** Fax: **020 7964 1001**  
 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay Claims.

If one of the insurers on this Policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance Claims is 90% of the Claim with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme  
 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
 Telephone: **0800 678 1100** or **0207 741 4100**, Fax: **020 7892 7301**  
 Email: [enquiries@fscs.co.uk](mailto:enquiries@fscs.co.uk) Website: [www.fscs.org.uk](http://www.fscs.org.uk)

**Data Protection & Privacy Policy**

**Introduction**

At sagic we recognise our responsibility to treat your personal information with care and to comply with all relevant legislation, in particular the Data Protection Act 2018 and the EU General Data Protection Regulation (GDPR). This notice covers our requirement to provide **you** with information on how and why **we** use **Your** personal data and of **your** rights under GDPR.

**We** have provided **you** with a quotation and/or administer **your** insurance policy and are classed as the “data controller” which means **we** process **your** data. **Your** data may be passed to other parties, including Reinsurers & Loss Adjuster for the administration of claims. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

**Personal Information & Legal Basis**

**We** are required to have a lawful basis (as defined in GDPR) in order to process **your** personal data, the reasons **we** collect personal data and the relevant bases which **we** use are show in the table below:-

Why we collect your data	Lawful basis	Information collected
Provide <b>you</b> with a quotation for Insurance.	Necessary for the performance of an insurance contract.	- Basic personal details such as name, address, email, telephone, date of birth.  - Information on your insurance requirements,
Arrange and administer <b>your</b> policy if <b>you</b> buy one through us.	Necessary for the performance of an insurance contract.	

To notify <b>you</b> of changes in our service.	<b>Our</b> legitimate interests	including details about your home/property.  - <b>Your</b> insurance history, including claims data and other insurance policies you have had.  - Sensitive personal information, including previous unspent criminal convictions  - <b>Your</b> marketing preferences  - Payment details to enable payment of insurance premium.
Marketing	<b>Your</b> explicit consent – in accordance with preference you have expressed	
Statistical analysis.	<b>Our</b> legitimate interests – to refine and enhance the products and pricing which we can offer.	
To provide improved quality and training for sagic staff.	<b>Our</b> Legal and Regulatory obligations.	
Prevent, detect and investigate crime, including fraud and money laundering, and analyse and manage other commercial risks.	<b>Our</b> Legal and Regulatory obligations.	
Resolve complaints, and handle requests for data access or correction.	<b>Our</b> Legal and Regulatory obligations.	
Comply with applicable laws and regulatory obligations, such as those relating to anti-money laundering and anti-terrorism.	<b>Our</b> Legal and Regulatory obligations.	

Some of the personal information **we** ask **you** to provide may be sensitive (special category) as defined in GDPR, e.g. **you** may have to give us information about **your** medical history, criminal convictions and driving offences. **We** are allowed under GDPR to collect such information for specified “insurance purposes” without **your** specific consent but it will only be used for the purposes set out above. If **you** give us information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and that **we** may use their personal data in the same way as **your** own as set out in this notice.

Where the lawful basis of processing your data is ‘**your** explicit consent’ then this consent can be withdrawn at any time by contacting **us**.

### Use of Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

**We** use cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. **We** only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

**You** can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### Data Security

Sagic is committed to protecting the security of **your** personal information. **We** use a variety of security technologies and procedures to help protect **your** personal information from unauthorised access, use, or disclosure.

### **Disclosure of your Personal Information**

As a necessary part of providing **you** with the services described above **we** may need to disclose **your** personal data to other third parties. These include: Computer bureaux/Software Houses, Insurers, other Insurance Intermediaries, Loss Adjusters, Insurance Industry databases, Government databases, Regulatory authorities and the Police/other law enforcement bodies and this will be to assist with fraud prevention and detection.

### **Retention Period**

**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 period will be for a maximum of 7 years following the expiry of an insurance contract unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

### **International transfers of data**

**We** will ensure that we do not transfer **your** personal data to destinations outside the European Economic Area (EEA).

### **Your Rights**

Under GDPR **you** have the following rights in relation to **our** processing of **your** personal data:-

1. The right to be informed about how we use your personal data (This Privacy Notice);
2. The right to see a copy of the personal information **we** hold about **you**;
3. The right to have personal information rectified if inaccurate or incomplete;
4. The right of erasure of **your** personal information where there is no compelling reason for its continued processing;
5. The right to restrict processing in certain circumstances, e.g. if its accuracy is being contested;
6. The right to data portability which, subject to certain conditions, allows **you** to obtain and reuse **your** personal data across different services;
7. The right to object to certain processing including for the purposes of direct marketing;
8. Rights to information in relation to automated decision making and profiling.

### **Contact us**

For further information on this Privacy Notice, to access **your** personal information or to exercise any of **your** other rights, please contact

The Data Protection Officer,  
The Salvation Army General Insurance Corporation Limited,  
Saxon House, 27 Duke Street, Chelmsford, Essex, CM1 1HT Email:- DPO@sagic.co.uk  
Telephone:- 0300 030 1865

If **you** have a complaint about how **we** use **your** personal information please contact us at the address above. **You** also have the right to lodge a complaint with the Information Commissioner's office at any time.

## Policy Exclusions

### War and similar risks

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any **property** whatsoever, or any loss, cost, or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following, regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability:
  - a. war, invasion, act(s) of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority;
  - b. any action taken in controlling preventing suppressing or in any way relating to a. above.

### Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any **property** whatsoever, or any loss cost or expense whatsoever resulting or arising therefrom, or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to, by, or arising from:
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.

### Date Recognition

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any **property** whatsoever, or any loss, cost, or expense whatsoever resulting or arising therefrom, or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or consisting of, or arising from the failure of any:
  - a. computer data processing equipment or media Microchip integrated circuit or similar device or;
  - b. other equipment or System for processing storing or retrieving data or;
  - c. computer software, whether **your property** or not, to:
    - i. recognise correctly any date as its true calendar date;
    - ii. capture, save, retain, or correctly manipulate, interpret or process any data information, command or instruction as a result of treating any date otherwise than as its true calendar date;
    - iii. capture, save, retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date;

### Loss of Electronic Data

We shall not provide indemnity under this Policy in respect of any:

1. Damage to any **property** whatsoever or any loss, cost, or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss;
2. legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from any Damage, destruction, distortion, erasure, corruption or alteration of Electronic Data arising from any cause whatsoever, including but not limited to Virus or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of;
3. any other cause or Event contributing concurrently or in any sequence to the Damage, destruction, distortion, erasure, corruption, alteration, reduction, cost or expense, provided that this Policy Exclusion shall not apply to the indemnity provided under the:
  - a. Public Liability **section** of the Liability **section** against legal liability in respect of accidental:
    - i. **bodily injury** to any person;
    - ii. wrongful arrest wrongful detention false imprisonment or malicious prosecution.

### **Sanction Limitation and Exclusion**

**We** shall not provide insurance, nor be liable to pay any claim and/or provide any benefit hereunder to the extent that the provision of such insurance and/or payment of such claim, and/or provision of such benefit, would expose **us** and/or any member of **our** group to any sanction, and/or prohibition, and/or restriction under United Nations Resolutions, and/or the trade, and/or economic sanctions, and/or laws, and/or regulations of any country.

### **Communicable Disease**

**We** shall not provide indemnity under this Policy in respect of any outbreak of any human infectious or contagious diseases including but not limited to:-

### **Asbestos**

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to **asbestos**, materials or products containing **asbestos** or **asbestos** fibres or dust.

### **Terrorism**

**We** shall not provide indemnity under this Policy in respect of liability to third parties or any liability incurred by you for damages, costs and expenses directly or indirectly caused by, resulting from or in any connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

## **Section 1:- Public Liability**

### **Public Liability Section Cover**

**We** will indemnify **you** against legal liability for damages in respect of accidental:

1. **bodily injury** to any person;
2. Damage to **property**;

Occurring during the **period of insurance** within the **territorial limits** in connection with **your** ownership of the Static or Touring **Caravan** detailed in the **schedule** whilst being used for holiday purposes.

### **Limit of Liability**

1. Our **limit of liability** for damages payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this **section** in the **schedule**.

2. Unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this **section** will be payable in addition to the **limit of liability** applicable.

### Section Extensions

The terms conditions and exclusions of this Policy apply to these **section** Extensions, and where no limit or maximum liability is stated in the Extensions the **section limit of liability** applies.

#### Cross Liabilities

If the **Insured** comprises more than one party **we** will under the **Public Liability section** we will provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase **our** liability to pay any amount exceeding the **limit of liability** stated in the **schedule** regardless of the number of persons claiming to be indemnified.

#### Use Abroad

This section of cover is extended to include **claims** occurring during the **period of insurance** in connection with **your** ownership of the Touring **Caravan** detailed in the **schedule** whilst being used for holiday purposes within the following countries (including travel to and from):

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland.

Please note this cover only applies to the greater of: -

- A total period of up to 90 days during any **period of insurance**; or
- The total the number of days detailed on **your schedule** during any **period of insurance**.

### Section Exclusions

**We** shall not provide indemnity against liability:

1. in respect of Bodily Injury to any **domestic employee**.
2. caused by or arising from the ownership or possession or use by **you** or on **your** behalf of any:
  - a. aircraft or aerospace device or hovercraft;
  - b. watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length;
  - c. mechanically propelled vehicle:
    - i. for which compulsory insurance or security is required under any legislation governing the use of the vehicle;
    - ii. where indemnity is provided by any other insurance.
3. Caused by or arising from any Product Supplied after it has ceased to be in **your** custody or under **your** or any Employees control other than food or drink for consumption on **your** Premises.
4. In respect of Damage to **property** belonging to you
5. In respect of Bodily Injury to **you**
6. For the **excess** amount stated in the **schedule** to this **section** other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to **you**.
7. directly or indirectly resulting from the use, sale, supply or care of dogs defined as dangerous by the Dangerous Dogs Act 1991 or subsequent legislation.
8. any living creatures.
9. abuse and molestation exclusion **we** will not cover claims for bodily injury caused by or arising from:
  - a. abuse or threat, or any form of cruelty;
  - b. exploitation;

- c. molestation, intimate or inappropriate contact or inappropriate behaviour of a sexual nature.

Or any liability arising from:

1. any trade, business or profession
2. wilful or malicious acts by **you** or **your Family**;
3. the **caravan** whilst being towed, including if it becomes detached from the towing vehicle.
4. the **caravan** being rented out;
5. any action brought against **you** or **your Family** in any court outside of Great Britain or Northern Ireland;

**We** will also not provide indemnity for:

1. liability for loss or damage to property belonging to **you** or **your Family** or held in trust by **you** or in **your** custody or control;
2. liability which is insured by or would but for the existence of this **section** be insured by another policy;
3. accidental bodily injury (including death or disease) to **you** or **your Family**;
4. liability created by any agreement, unless **you** would have been liable without the agreement.

#### Section Conditions

##### Claims (Contribution)

If at the time of any **event** to which this **section** applies there is, or but for the existence of this **section** there would be any other insurance covering the same Damage or liability, **we** shall not be liable under this **section** except in respect of any **excess** beyond the amount which would be payable under such other insurance had this **section** not been effected.

##### Claims (Discharge of Liability)

**We** may at any time at **our** sole discretion pay to **you** the **limit of liability** applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **you** can be settled and **we** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **we** may be responsible incurred prior to such payment, provided that in the event of a claim or series of claims resulting in **your** liability to pay a sum in excess of the **limit of liability** applicable **our** liability under the Public Liability **section** for costs and expenses shall not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by or on behalf of **you** in settlement of the claim or claims.