

POLICY WORDING

Static Holiday Caravan Insurance



towergate
insurance



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A Warm Welcome to Towergate

At Towergate, **We** are specialists in providing the right protection for **Our** customers and are there when the unexpected happens. **You** can be confident that in choosing this policy **You** will have the cover **You** need.

This policy document gives **You** the details of **Your** cover and should be read along with **Your Statement of Fact, Schedule** and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist **You** if **You** need to contact **Us**.

If **You** need to make a claim, **Our** in-house Claims Team are here to help **You**. In the event of an incident, please contact **Us** as soon as reasonably practicable, on **01242 538434** so **We** can advise **You** on what to do next and answer any specific questions or concerns **You** may have. Lines are open between 9:00am and 5:00pm Monday to Friday. Please refer to "How to make a Claim" on Page 12 for alternative contact details and information.

If **You** have any questions about **Your** policy or would like to discuss any insurance needs, please feel free to contact **Us** by email at caravancustomerservice@towergate.co.uk or call **Us** on **01242 528844** between 9:00am to 5:00pm Monday to Friday or between 9:00am to 12:00pm Saturday.

We look forward to taking care of You and Your Static Caravan.

On behalf of:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ



How to use Your Policy

Information relevant to your whole Policy

Your policy provides cover for the Sections and the **Period of Insurance** shown in **Your Statement of Fact**. This policy is an agreement between **You** (the person/persons shown in the **Statement of Fact** and/or **Schedule** as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if **You** pay the premiums. **You** must read this policy carefully together with **Your Statement of Fact, Schedule** and any special terms or conditions as one single contract. Please read all documents to make sure the cover provided meets **Your** needs. If this is not the case, please contact **Us** as soon as reasonably practicable on the contact details provided.

Please note that **Your** cover relates only to the Sections which are shown on the **Schedule** as being included. **You** should keep a record (including copies of letters) of all information supplied to **Us** in connection with this insurance.

What to look out for

The policy is divided into a number of Sections and includes some key words, expressions or phrases that have the same meaning whenever they appear in the policy. These are shown in **Bold** throughout the policy. These are referred to as **Definitions**. Please refer to Pages 15 – 16 for full details.

What is included

Cover is provided for the **Holiday Caravan** and **Contents**. Each Section tells **You** what **We** will and will not pay for. The **Schedule**, which is enclosed with **Your** policy makes the document particular to **You**. The **Schedule** shows the amount of cover provided under those sections.

List of Insurers

Your policy has been arranged by Towergate Insurance on behalf of American International Group UK Limited.

Towergate Insurance is a trading name of Towergate Underwriting Group Limited.
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

Registered in England No. 4043759. www.towergate.co.uk. Authorised and regulated by the Financial Conduct Authority.

Underwritten by American International Group UK Limited.

American International Group UK Limited is registered in England under number 10737370. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. American International Group UK Limited is a member of the Association of British Insurers. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk/>).



Towergate's Fair Processing Notice

The privacy and security of **Your** information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. **You** can find out more about the ICO here: ico.org.uk.

Who are we?

Towergate (part of The Ardonagh Group of companies) is the Data Controller of the information **You** provide us and is registered with the Information Commissioner's Office for the products and services we provide to **You**.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London EC2N 3AS. Please advise us of as much detail as possible to comply with **Your** request.

For further information about The Ardonagh Group of companies please visit www.ardonagh.com.

What information do we collect?

To enable us to provide **You** with the right product or service to meet **Your** needs (or to handle a claim) we will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide **You** with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek **Your** explicit consent to process this information as it is required by us to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information then we will be unable to offer **You** that product or service.

How do we use Your personal information?

We will use **Your** personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis.

We may also take the opportunity to:

- Contact **You** about products that are closely related to those **You** already hold with us
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to our websites.

Only where **You** have provided us with consent to do so, we may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.



From time to time we will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your personal information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that **You** provide to us, including information provided via forms **You** may complete on our websites, and information which we may collect from **Your** browsing (such as clicks and page views on our websites).

Any new information **You** provide us may be used to update an existing record we hold for **You**.

When do we share Your information?

To help us prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have **Your** consent to do so.

The data we collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with us on **Your** behalf.



How long do we keep Your information for?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with us has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that we hold about **You**.

Where we have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it.

If **You** wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails **You** have received from us.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk.

American International Group UK Limited's Data Protection Statement

American International Group UK Limited is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to **You** or other individuals (e.g. **Your** partner or other members of **Your** family). If **You** provide Personal Information about another individual, **You** must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why

Depending on our relationship with **You**, Personal Information collected may include contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **Your** consent where required by applicable law) as well as other Personal Information provided by **You** or that we obtain in connection with our relationship with **You**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **Your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis.



To opt-out of marketing communications **You** can contact us by writing to:
Information Security Officer, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

If **You** opt-out we may still send **You** other important communications, e.g. communications relating to administration of **Your** insurance policy or claim.

Sharing of Personal Information

For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer

Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **Your** country of residence). When making these transfers, we will take steps to ensure that **Your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information

Appropriate technical and physical security measures are used to keep **Your** Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights

You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer **Your** data to another organisation, a right to object to our use of **Your** Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **Your** rights and how **You** may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy

More details about our use of Personal Information can be found in our full Privacy Policy at www.towergateinsurance.co.uk/privacy-statement and www.aig.co.uk/privacy-policy or **You** may request a copy by writing to Information Security Officer, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN, and/or Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB or by e-mail at dataprotectionofficer.uk@aig.com



Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL). This helps **Us** check information provided and prevent fraudulent claims.

Under the conditions of **Your** policy **You** must tell **Us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **You** tell **Us** about an incident **We** will pass information relating to it to the relevant database. **We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim.

Fraud prevention and detection

In order to prevent and detect fraud, **We** may at any time:

- Share information about **You** with other organisations including the police;
- Conduct searches about **You** using publicly available databases;
- Undertake credit searches;
- Check and/or share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact **Us** on the number shown on **Your** policy documentation if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

Your Cancellation rights

If **You** decide that **You** do not want to accept the policy (or any future renewal of the policy by **Us**), **You** should tell **Us** of **Your** decision, in writing or by phone on **01242 528844** within 14 days of receiving the policy (or for renewal, within 14 days of **Your** policy renewal date).

We may charge **You** on a pro rata basis (including Insurance Premium Tax) for the time **We** have provided cover for **You**. The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the policy following a claim.

To exercise **Your** right to cancel **Your** policy, please send written notice to TowerGate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

Alternatively, **You** can send an Email to caravancustomerservice@towergate.co.uk or by calling **Our** office on **01242 528844** between 9:00am – 5:00pm Monday to Friday or between 9:00am to 12:00pm on Saturday.

For information on **Your** cancellation rights within the 14 day period; outside of the 14 day period or **Our** right to cancel the policy, please refer to Condition 3 on Page 24 of this policy.



Changes in Your Circumstances

You must tell **Us** as soon as reasonably practicable about changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

To do this, **You** should contact Towergate Insurance by telephone **01242 528844** between 9:00am and 5:00pm Monday to Friday and between 9:00am to 12:00pm on Saturday. Alternatively, **You** can send an Email to **caravancustomerservice@towergate.co.uk** or contact **Us** in writing at Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

The changes that **You** should tell **Us** about are:

- If **You** change **Your Holiday Caravan**;
- If **You** change **Your Holiday Caravan** location;
- If the **Holiday Caravan** is **Unoccupied** (see definition on Page 16);
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If **You** make any changes to the Security of **Your Holiday Caravan**;
- If **You** or **Your Family** intend to use **Your Holiday Caravan** for any purpose other than for residential use;
- If **You** or **Your Family** are convicted of a criminal offence (other than motoring offences);
- If **You** or **Your Family** are declared bankrupt;
- If **Your Contents Sum Insured** changes;
- If **You** have any other insurance policy refused, declined, cancelled or voided.

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed on Page 24 of this policy.

How much to insure for

It is up to **You** to make sure that the amounts **You** insure for represent the full value of the property concerned. If **You** would like guidance on this subject, please ask **Us**.

Remember, if **You** underinsure, claim payments may be reduced. See Page 23. **You** can change **Your Sums Insured** at any time – **You** do not have to wait for renewal.

Index-linking

If **Your Schedule** shows that **You** have selected claims settlement on a **New for Old** basis the **Sum Insured** under the policy will be adjusted monthly in line with the Governments' General Index of Retail Prices or another appropriate index. No charge will be made for this during each year but renewal premiums will be calculated on the adjusted **Sum Insured**. Index-linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.



Policy Limitations

Your cover is subject to certain exclusions and conditions which are shown on Pages 24 – 28 of **Your** policy. Please, make sure that **You** read these as well as the cover shown in each Section.

How to make a Claim

To make a claim, check **Your** policy **Schedule** to make sure **You** have the appropriate cover. Refer to **Your** policy wording and follow the instructions on “How to Make a Claim” and “Conduct of Claims” relevant to the Section of cover.

For claims **You** should contact Towergate Insurance by:

Telephone: **01242 528434**

Email: **Leisureclaims@towergate.co.uk**

In writing: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

When notifying **Us**, please provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If **You** have any questions about **Your** claim, please do not hesitate to contact Towergate Insurance. Lines are open between 9:00am and 5:00pm Monday to Friday.



Our Commitment to Service – If You have a complaint

We will do everything possible to ensure that **You** receive excellent service at all times and be there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied with the sale and administration of **Your** policy or the service **You** have received from Towergate Insurance in the handling of **Your** policy or claim and wish to make a complaint, please contact **Us** on 01242 528844 in the first instance where **We** aim to resolve most issues straightaway.

Alternatively, **You** may wish to write to **Us** at:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham GL50 1XZ

Tel: **01242 528844**

Lines are open Monday to Friday from 9.00am to 5.00pm, excluding public holidays.

Email: **Customer.care@towergate.co.uk**

Complaints that Insurers are required to resolve will be passed to them and **You** will be notified if this happens.

If **You** at any time are dissatisfied with the Policy Coverage, Terms and Conditions or the Underwriting of **Your** policy please contact:

AIG Customer Relations Team
American International Group UK Limited
The AIG Building
2-8 Altyre Road
Croydon CR9 2LG

Tel: **+44 (0) 800 012 1301** or **+44 (0) 20 8649 6666** (if calling from overseas).

Lines are open Monday to Friday from 9.15am to 5.00pm, excluding public holidays.

Email: **uk.customer.relations@aig.com**

We take all customer complaints seriously and **We** have established the following complaint procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving Your complaint

In the first instance, **We** would encourage **You** to contact the department **You** are unhappy with. Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint. A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.



Step 2: If Your complaint cannot be resolved within three business days

We will send You an acknowledgment letter to explain Your complaint has been escalated to the Customer Relations Team who will appoint a dedicated Complaint Manager to support You, keep You informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when We anticipate We will have concluded our investigation.

Step 3: Referring to the Financial Ombudsman Service

After receiving Our final response or if We have been unable to conclude Our investigation within 8 weeks, You may be able to refer Your complaint to the Financial Ombudsman Service. We will provide full details of how to do this in Our final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: **+44 (0)800 023 4567** or **+44 (0)300 123 9 123**
Email: **complaint.info@financial-ombudsman.org.uk**
Online: **www.financial-ombudsman.org.uk**

Please note that the Financial Ombudsman Service may not be able to consider a complaint if You have not provided Us with the opportunity to resolve it, or if You are:

- A business with more than 10 employees and a group annual turnover of more than €2 million; or
- A trustee of a trust with a net asset value of more than £1 million; or
- A charity with an annual income of more than £1 million.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If You choose to submit Your complaint this way, it will be forwarded to the Financial Ombudsman Service.

Visit <http://ec.europa.eu/odr> to access the Online Dispute Resolution Service.

Please quote Our e-mail address: **Customer.care@towergate.co.uk** when submitting Your complaint.

Alternatively, You can contact the Financial Ombudsman Service direct.

Whilst Towergate Insurance and Your Insurers are bound by the decision of the Financial Ombudsman Service, You, are not. Using Our complaints procedure, or contacting the Financial Ombudsman Service at any stage of Your complaint will not affect Your legal rights.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If We are unable to meet Our financial obligations You may be entitled to compensation from the scheme, depending on whether You are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at www.fscs.org.uk or by calling **+44 (0)20 7741 4100**, or **+44 (0)800 678 1100**.



Definitions applying to this Policy

Associated Costs

The cost of site clearance, removing debris, dismantling, collection, delivery and re-siting.

Contents

Household Linen, clothing and personal belongings which belong to or are the legal responsibility of **You** or **Your Family**, while they are in **Your Holiday Caravan**.

Contents In The Open

Contents outside **Your Holiday Caravan** within **Your** plot boundary.

Fees

Fees which have to be paid to repair or replace the **Holiday Caravan. Fees** do not include costs which **You** have to pay to make a claim under this policy.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **Holiday Caravan**.

Geographical Limits

United Kingdom, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands.

Holiday Caravan

The **Holiday Caravan** together with outbuildings used for domestic purposes including all fixtures, fittings, furniture, furnishings, electrical equipment, utensils and gas bottles kept in it, and also gas bottles attached to the **Holiday Caravan**.

Household Linen

Towels, bed and table linen.

Immediate Family

Mother, Father, Daughter, Son, Brother, Sister, or Step Mother, Father, Daughter, Son, Brother or Sister, Grandfather, Grandmother, Aunts and Uncles.

Market Value

The value of the **Holiday Caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss, together with the cost of site clearance, debris removal and dismantling.

Money

Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, travellers' cheques, postal and money orders, premium bonds, luncheon vouchers, telephone cards, season travel tickets and gift tokens.

**New for Old**

The cost of replacing the **Holiday Caravan** with its brand new equivalent in the event of a total loss taking into account **Fees** and **Associated Costs** as applicable.

Period of Insurance

The period shown in **Your Schedule** for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premium.

Schedule

The document giving details of the **Period of Insurance**, **Your** cover, the premium and the policy number.

Statement of Fact

The document that details the cover **We** have provided, including the information **You** provided when **We** prepared **Your** quotation or renewal invitation.

Sum Insured

The amount insured as shown in **Your Schedule**.

Unoccupied

When the **Holiday Caravan** has not been lived in for more than 30 days in a row.

We/Us/Our

The insurer(s) as noted in **Your Schedule**.

You/Your

The person(s) named as policyholder on **Your Schedule**.



Your Cover

The **Holiday Caravan** shown in the **Schedule** which belongs to or is the legal responsibility of **You** or **Your Family** while sited on a licensed holiday caravan site within the **Geographical Limits** together with the **Contents** are insured against loss or damage by the following:

We will not pay more in total than the **Sum Insured** for **Holiday Caravan** and **Contents** shown in **Your** policy **Schedule**.

We will pay for

- 1) Fire, lightning, explosion, earthquake.
- 2) Storm or **Flood**.
- 3) Freezing of fixed water or heating systems.
Water escaping from fixed water or heating systems, washing machines or dishwashers.
Oil escaping from a fixed heating system.

We will not pay for

More in total than the **Sum Insured** for **Holiday Caravan** and **Contents** shown in **Your** policy **Schedule**.

In respect of the **Contents** only:

- Any amount exceeding £250 in respect of any one article unless specified in the **Schedule**.
 - **Money**, jewellery, gold, silver and articles of precious metal, watches, cameras, furs, pictures, works of art, curios and stamp, coin and other collections.
 - Pedal cycles, sports equipment, fishing equipment, boating equipment and surfboards.
 - Pets and livestock.
 - Securities and documents of any kind.
 - Property otherwise more specifically insured.
- 2) Loss or damage by frost.

Damage to fences or gates.

Loss or damage caused by water entering the **Holiday Caravan** through seams or seals.
 - 3) Loss or damage caused by or resulting from the escape of water following the freezing of fixed water or heating systems occurring between 1st November (or the closing date of the site if earlier) and 31st March unless the **Holiday Caravan** is occupied.



We will pay for

- 4) Riot, civil commotion, strike, labour or political disturbance.
- 5) Malicious persons or vandals.

- 6) Theft or attempted theft.

- 7) Subsidence of the land on which the **Holiday Caravan** stands happening during **Period of Insurance**.
- 8) Falling trees or branches.
- 9) Falling television or radio aerials, aerial fittings or masts.
- 10) Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

We will not pay for

- 5) Damage caused by **You** or **Your Family** or occupant or user or by any hirer except where an additional premium has been paid to cover malicious damage caused by hirers.

Damage to televisions, personal computers, audio and video equipment occurring between the closing and opening dates of the site or while the **Holiday Caravan** is **Unoccupied**.

- 6) Unless involving forcible or violent entry to or exit from the **Holiday Caravan** whilst let for hire or reward unless the **Holiday Caravan** itself is stolen.

Loss or damage caused by **You** or **Your Family** or by any hirer, occupant or user.

Loss of or damage to televisions, personal computers, audio and video equipment occurring between the closing and opening dates of the site or while the **Holiday Caravan** is **Unoccupied**.

- 10) Loss or damage caused by domestic pets.



We will pay for

- 11) If the **Holiday Caravan** is made uninhabitable by any cause insured by paragraphs 1-10 **We** will pay the:
 - i) rental charges **You** would have received but have lost;
 - ii) reasonable additional costs of similar accommodation incurred in order to have or complete **Your** holiday during the period necessary to restore the **Holiday Caravan** to habitable condition.

- 12) Loss or damage to freezer food caused by a rise or fall in temperature. By freezer food **We** mean food contained in a domestic deep freeze cabinet.

- 13) The cost of replacing locks following:
 - a) Accidental loss or theft of the keys to the external doors of the **Holiday Caravan**.
 - b) Accidental damage to the locks of the external doors of the **Holiday Caravan**.

- 14) Loss or damage by any cause insured by paragraphs 1-10 of this Section to **Contents In The Open**.

- 15) Accidental damage caused to the underground water, gas, sewer and drainpipes and underground electricity and telephone cables within **Your** plot boundary connected to the public mains for which **You** are responsible.

We will not pay for

- 11) Any amount which exceeds 20% of the total **Sum Insured** in any **Period of Insurance** or which exceeds:
 - 1% of the total **Sum Insured** per week for claims occurring between October 1st and April 30th;
 - 2% of the total **Sum Insured** per week for claims occurring during May, June and September;
 - 3% of the total **Sum Insured** per week for claims occurring during July and August.

Rental charges for bookings for which reasonable evidence is not available or which had not been made prior to the loss or damage.

The additional costs of alternative accommodation for holidays not booked prior to the loss or damage and where reasonable evidence of the bookings is not available.

- 12) Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to the **Holiday Caravan**.

The most **We** will pay for any one claim is £100.

- 13) Loss or damage caused by any process of repair or restoration.

The cost of repairing mechanical breakdown.

- 14) The most **We** will pay for any one claim is £200.



We will pay for

- 16) i) Accidental breakage of glass in doors, windows, fanlights or skylights or of washbasins, splashbacks, pedestals, baths, sinks, bidets, lavatory cisterns, lavatory pans, shower trays and shower screens all fixed to and forming part of the **Holiday Caravan**.
 - ii) Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture and ceramic hobs in the **Holiday Caravan**.
 - iii) Accidental damage to televisions, videos, audio and computer equipment and accidental damage to **Holiday Caravan** panels.
- 17) **You** are indemnified against liability at law for damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during the **Period of Insurance** in connection with the **Holiday Caravan** within the **Geographical Limits**.

The limit of indemnity for all damages and claimants' cost resulting from one original cause is £2,000,000.

We will also pay defence costs and other expenses incurred with our written consent.

This sub section includes indemnity after **Your** death to legal personal representatives in respect of liability incurred by **You** and covered by the policy provided that the legal personal representatives observe the terms as far as they can apply.

We will not pay for

- 16) Loss or damage to camcorders.
- 17) Damage to property belonging to or held in trust by or in the custody or control of **You** or **Your Family**.

Injury or damage arising out of the profession or business of **You** or **Your Family**.

Injury or damage arising out of the ownership, possession or use by or on behalf of **You** or **Your Family** of any mechanically propelled vehicle.

Liability incurred solely in a personal capacity (not as occupier or owner of the **Holiday Caravan**).

Liability assumed by agreement unless the liability would have existed without the agreement.

Injury to an employee of **You** or **Your Family** arising out of and in the course of such employment.

Injury (including death, disease or illness) to **You** or **Your Family**.



Making a Claim under this Policy

Please refer to Pages 4 and 12 for contact details.

a. Loss of or damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) As soon as reasonably practicable report to the police any theft, malicious damage, vandalism or loss of property.
- ii) As soon as reasonably practicable report to the credit card company any loss or theft of credit cards.
- iii) Advise Towergate Insurance as soon as reasonably practicable and at **Your** expense provide full written details and proofs as requested by them.
- iv) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property.

b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) Advise Towergate Insurance as soon as reasonably practicable and provide full written details and assistance as requested by them.
- ii) As soon as reasonably practicable send Towergate Insurance any letter or other legal document issued against **You** or **Your Family** without answering it.
- iii) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Conduct of Claims

a. Our Rights

In the event of a claim:

- i) **We** may enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property.
- ii) No property may be abandoned to **Us**.
- iii) **We** may take over and control proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

b. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably practicable by email leisureclaims@towergate.co.uk or by post Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

We recommend that **You** let **Us** know by recorded delivery post.

If the property is recovered before the payment of the claim **You** must take it back and **We** will then continue the claim investigation into any damage caused.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.



Settlement of Claims

New for Old

If **Your Schedule** shows that **You** have selected claims settlement on a **New for Old** basis the following applies to **Your** policy:

If the **Holiday Caravan** is lost or damaged beyond economical repair, **We** will settle on a **New for Old** basis.

Alternatively, should a cash settlement be required, **We** will arrange a cash settlement based on the current **Market Value** at the time of the loss.

If the **Holiday Caravan** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Holiday Caravan**. If **We** know the **Holiday Caravan** is under a hire purchase agreement, **We** will pay the hire purchase company.

If the **Holiday Caravan** has not been maintained in good repair **We** will pay the cost of repair or replacement less a deduction for wear and tear.

For furniture, furnishings, utensils, television and audio equipment and personal belongings, **We** will pay the replacement cost of a new item, or **We** will replace it with a new item if **We** choose. This does not include:

- **Household Linen** and clothing, where an amount will be deducted for wear and tear; or
- items that can be economically repaired (including **Household Linen** and clothing) where **We** will pay the cost of repair.

The maximum amount payable in respect of any one claim under paragraphs 1-10 is the **Sum Insured** shown in the **Schedule** as adjusted by inflation protection. **Associated Costs** as applicable will be deducted from the **Sum Insured**.

Market Value

If **Your Schedule** shows that **You** have selected a claims settlement on a **Market Value** basis the following applies to **Your** policy:

If the **Holiday Caravan** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Holiday Caravan**. **We** will pay the cost of repair or replacement less a deduction for wear and tear.

If the **Holiday Caravan** is lost or damaged beyond economical repair **We** will pay the **Market Value**.

For furniture, furnishings, utensils, television and audio equipment, personal belongings and **Household Linen**, **We** will do the following:

- **We** will pay the replacement cost of a new item less an amount deducted for age, wear and tear;
- or replace it with a new item, less an amount deducted for age, wear and tear if **We** choose;
- where items can be economically repaired (including **Household Linen**) **We** will pay the cost of repair.



Underinsurance

If the **Sum Insured** is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the **Sum Insured** bears to the full replacement cost.

For example, if the **Sum Insured** represents only one half of the full replacement cost, **We** will only pay one half of the amount lost or damaged.

Associated Costs

As applicable will be deducted from the **Sum Insured**.

Whilst every effort will be made by repairers to complete their work to **Your** satisfaction please remember that some matters are outside of their control.

For example, where panels need to be replaced the exact matching of colour may be impossible due to the age of the **Holiday Caravan** and/or fading of the original colours on panels which are still intact.

Where the manufacturer is no longer trading, the availability of parts and designs cannot be guaranteed.

Automatic reinstatement of the Sum Insured

The **Sum Insured** will not be reduced following a claim provided **You** carry out any recommendations **We** make to prevent further damage and the damage is made good without delay.

Matching sets, suites and carpets

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use where the remaining items can still be used and the loss or damage only affects one part of the set.



General Conditions applying to this Policy

You must comply with these conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Reasonable Care

You must take reasonable care to make sure that all facts and information that **You** provide **Us** with when **You** take out, renew, or request changes to the cover provided by the policy, are accurate and complete. If **You** deliberately or recklessly gave **Us** inaccurate or incomplete information, **We** will treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be). If **You** carelessly gave **Us** inaccurate and incomplete information, **We** may:

- a) where **We** would not have covered **You** at all, had **We** known about such information, treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be). **We** will return the premium;
- b) if **We** would have insured **You** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms. In such circumstances, **We** will only pay a claim if the claim would have been covered by a policy containing such terms; or
- c) if **We** would have provided **You** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **We** would have charged.

For example, **We** will only pay half of the claim, if **We** would have charged double the premium.

You must take all reasonable steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

2. Sums Insured

You must at all times keep the **Sums Insured** at levels which represent the full value of the property insured.

3. Cancellation

Cancellation within 14 days

If **You** decide that **You** do not want to accept the policy (or any future renewal of the policy by **Us**), **You** should tell **Us** of **Your** decision, in writing or by phone on **01242 528844** within 14 days of receiving the policy (or for renewal, within 14 days of **Your** policy renewal date). **We** may charge **You** on a pro rata basis (including Insurance Premium Tax) for the time **We** have provided cover for **You**. The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the policy following a claim.



Cancellation outside 14 days

You have the right to cancel **Your** policy at any time by telling **Us** either in writing or by telephone using the contact details set out in the policy. **We** will charge **You** the short period rates listed below (including Insurance Premium Tax), plus any cancellation fee that **We** may apply for the time **We** have provided cover for **You**.

The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the policy following a claim.

Where **You** cancel **Your** policy and **You** pay under a credit agreement with Premium Credit Limited, **You** authorise **Us** on **Your** behalf to cancel **Your** credit agreement with Premium Credit Limited.

Paying by instalments

If **You** pay **Your** premium under a credit agreement and **You** fail to make a payment **Your** policy will be cancelled by giving **You** seven days' notice to **Your** last known address and **We** may refuse **Your** claim or take the balance of any outstanding premium due to **Us** from any claim payment, **We** make to **You**. This means that **We** will fulfil **Our** obligations to any claims against **Your** policy by a third party but seek full recovery of any payments made under **Your** policy directly from **You**. This may include the instruction of solicitors or other recovery agents.

Our Rights

We may cancel this policy by sending fourteen (14) days' notice by registered letter or recorded delivery to **Your** last known address. **We** will only cancel **Your** policy if **We** have a valid reason to do so, for example, due to non-payment of premium or where there is a change in risk occurring which means that **We** can no longer provide **You** with cover. If **We** decide to cancel **Your** policy, **We** shall refund any premium which may be due to **You**.

4. Non payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

5. Other Insurances

If any accident, loss or damage covered by this policy is insured under another policy **We** will only pay **Our** rateable proportion of any claim.

6. Fraudulent acts

If **You** make any fraudulent or exaggerated claim, **We** will refuse to pay the claim and **You** must pay back any benefits **You** have already received in respect of such claim. **We** may also terminate this policy from the date of the fraud or exaggeration. If **We** terminate the policy, **We** will not refund any premiums.

If an insured person makes a fraudulent or exaggerated claim, **We** will only refuse to pay that insured person's claim and **We** may only terminate the cover for that insured person, leaving the remainder of the policy and the rights of other insured persons unaffected. In such a case, **We** will not refund any premium in respect of that insured person.

We will 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 **We** need not return any of the premiums paid.

If this policy covers any person who is not a party to the insurance contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may rely on **Our** rights under Condition 3 above as if there were an individual insurance contract between **Us** and the covered person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.



7. Governing Law

Unless **You** and **We** agree otherwise, this policy is governed by the law that applies in the part of the United Kingdom where **You** normally live and those courts of the parts of the United Kingdom will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, **We** will communicate to **You** in English.

8. Assignment

This policy may not be assigned or transferred unless agreed by **Us** in writing.

9. Claim notification

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **Our** rejection of the claim if it is made so long after the event that **We** are unable to investigate it fully, or may result in **You** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.



General Exclusions applying to this Policy

This Policy does not cover:

Any loss, damage, liability or injury nor any, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

1. Any claim resulting from

- Deliberate or criminal acts by **You** or any other person included in the policy.
- Any gradual causes including (but not restricted to) deterioration or wear and tear.
- Seepage of water through seams and seals.
- Mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot.
- Any process of cleaning, repair, alteration, renovation or restoration.
- Vermin, insects or chewing, scratching, tearing or fouling by pets.
- Electrical or mechanical failure or breakdown.
- Faulty design, materials or workmanship.
- Failure of a computer chip or computer software to recognise a true calendar date.
- Computer viruses, erasure or corruption of electronic data.
- Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- The **Holiday Caravan** being used in connection with any profession, business or employment.
- The **Holiday Caravan** being let out for hire or reward.

2. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event. War, invasion, act of foreign enemy hostilities or a warlike operation or 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.

3. Terrorism

Any loss or damage, cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear, chemical and/or nuclear force, or contamination and/or threat thereof by any person or group of persons, whether acting alone, or on behalf of, or in connection with, any organisation(s) or government(s), committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear. However, losses caused by, or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

- ### 4. Any action taken in controlling, preventing, suppressing or in any way relating to (1) or (2) above.



5. Radioactive Contamination

- 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 properties of any explosive nuclear assembly or component.

6. Loss in Value

Loss in value of any property following repair or replacement.

7. Pollution

Pollution or contamination of any sort and however caused.

8. Any loss (including loss of value) of or damage to the land or any part of the land.

9. Confiscation

Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.

10. Sanctions

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us, Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Towergate Insurance

Ellenborough House, Wellington Street, Cheltenham, Gloucestershire GL50 1XZ.

www.towergateinsurance.co.uk

Towergate Insurance is a trading name of Towergate Insurance.

Registered in England No. 4043759.

Registered Office: Towergate House, Eclipse Park,

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