# Group Insurance Policy Document

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## **Meaning of Words**

Words in **bold** typeface used in this policy, other than in the headings, have specific meanings attached to them as set out below. Also, where the context requires:

- a) words in the singular will include the plural and vice versa;
- b) words expressed in one gender shall include all genders;
- references to 'a person' shall include any individual, company, partnership or any other legal entity; and
- d) references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

All headings in this policy are included for convenience only and will not form part of this policy.

The following words have these meanings wherever they appear in this policy in **bold**:

Accidental damage	Damage that occurs suddenly as a result of an unexpected and non-deliberate external action that harms your caravan, its contents or equipment.
Caravan	The caravan or trailer tent or folding caravan described in your Caravan Cover Schedule, complete with fixtures and fittings as supplied by the manufacturer and owned by you, the Member.
Caravan Cover	The discretionary cover for your caravan, contents and equipment provided by the Club, and underwritten by Accredited Insurance (Europe Limited) – UK Branch.
Caravan Cover Schedule	The document showing details of your caravan, cover type (Standard or Super), limits of cover, <b>excess payment</b> required in the event of a claim and period of cover.
Contents	Clothing, baggage, general household goods including free standing microwave ovens, TVs, CD/ DVD players, pots & pans, cutlery, sleeping bags, bedding, shoes, BBQs, garden chairs and tables, and sports equipment.
Continent of Europe	Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, The Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy including the Vatican City, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Ural Mountains), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and Ukraine.
Equipment	Non-standard fixtures, fittings and accessories added to your caravan since manufacture including awnings, pup tent, batteries, gas bottles, generators, motor movers, refrigerators, security devices and stabilisers.

Excess	The amount the <b>Member</b> must pay <b>Us</b> towards a claim or occurrence.	
Liability	An obligation in law to compensate a third party.	
Market Value	The cost of replacing <b>the Member</b> 's caravan, equipment or contents with items of similar type and age, less a deduction for wear, tear and/or depreciation. For the caravan the market value will be based on Glass's Guide information services.	
Member	The person(s) named in the <b>Member</b> 's Caravan Cover Schedule who has/have the benefit of this insurance – and is a member of the Caravan and Motorhome Club.	
Period of Cover	The period of time given for Caravan Cover as shown on the <b>Member</b> 's Caravan Cover Schedule.	
Period of Insurance	The period of time a <b>Member</b> has the benefit of this insurance, which aligns with the period of the Caravan Cover.	
Replacement Value	The cost of replacing the <b>Member</b> s' caravan, trailer tent, equipment and contents with new items of similar type.	
Security Condition	A specific condition which must be complied with. The <b>Member</b> will not be covered for claims for theft or attempted theft if the terms of the condition are not met.  Depending on individual requirements, an additional endorsement may be put on the <b>Member</b> 's Caravan Cover, and shown in the <b>Member</b> 's Caravan Cover Schedule.	
Single Article Limit	The maximum amount that will be paid for any one item, which is 25% of the Contents Policy Limit.	
Statement of Facts	The information provided by the <b>Member</b> prior to the <b>Member</b> having the benefit of this insurance and the Member's Caravan Cover or when subsequently amended or renewed by the Member.	
The Club	The Caravan Club Limited trading as the Caravan and Motorhome Club.	
Third Party	Someone other than the <b>Member</b> but not someone with whom the Member is contracted, such as an employee.	
United Kingdom	England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man	
We/Us/Our	Accredited Insurance (Europe) Limited - UK Branch.	

#### About Caravan Cover and the Club

**Caravan Cover** is provided by **The Caravan Club Limited**, and they oversee all aspects of **Caravan Cover** including the terms and conditions, pricing, claims handling and customer service.

**The Caravan Club** is a mutual organisation - which means it is effectively owned by its members. As such, it can offer a discretionary mutual **Caravan Cover** to anyone that's a Club **member**.

**Caravan Cover** is not insurance but provides similar cover to caravan insurance; in that, those who take out **The Club's Caravan Cover** have their contributions pooled together into a fund and those pooled funds are then used to pay for only valid and accepted claims made by Club Members.

- Where Caravan Cover differs from insurance is that unlike insurance; whereby the
  provider 'promises' to pay a specified amount of money in the event of a loss or
  damage, there is no obligation on the Club to pay a claim. This is why it is called a
  'discretionary' mutual.
- The Club has the discretion to pay more, be more flexible than an insurer might be, and if The Club doesn't or can't pay for any reason, Cover holders have the protection of this Group Insurance Policy.

## **How the Group Insurance Policy Works**

**The Caravan Club** has arranged this Group Insurance Policy in its name for the added protection of **Members** of **The Club** with **Caravan Cover**.

This insurance is a legal contract between **Us** and **The Club** taken out by **The Club** for the benefit of **Members** who have **Caravan Cover**. A claim can only be made by a **Member** where **The Club** cannot pay or does not agree to pay a claim, or it reduces the amount agreed to pay, under the **Member's Caravan Cover**. This insurance will pay if **We** accept the claim is valid under this insurance or where **We** agree that a higher amount should be paid.

This policy booklet shows when something only applies to Super Insurance and where different policy limits apply to Standard and Super Insurance.

The **Period of Insurance** for a **Member** is the same period as the cover period for **Caravan Cover** shown on the **Member's Caravan Cover Schedule**.

The policy limits and sums insured are the same as the cover limits and sums covered for **Caravan Cover** shown on the **Member's Caravan Cover Schedule** and in this policy.

**The Club** is the policyholder and pays the premium for this insurance.

**The Club** will process claims and complaints under the insurance on behalf of the **Member**.

## **Changing the Caravan**

The replacement **Caravan** will be automatically insured for the amount you paid for a period of 14 days, from the time that the **Member** collects or takes delivery of it, during which time the following procedure must be completed:

The **Member** must contact **The Club** with details of the replacement **caravan**, i.e. make, model, year and chassis/CRIS number, and cover requirements. The **Member** should telephone 01342 336610 or email cover@camc.com quoting their **Member** membership and **Caravan Cover** numbers.

If the **Member** prefers to write to **The Club**, they should include their current **Caravan Cover Schedule** with the information as shown above and send it to:

 In writing: Caravan Cover Admin, Caravan and Motorhome Club, East Grinstead House, East Grinstead, West Sussex RH19 1UA

#### **Additional Benefit**

If the **Member**'s new **Caravan** is to be collected/delivered prior to the sale of their present **Caravan**, both **Caravans** can be insured for 31 days to allow time for sale or disposal of the old **Caravan**. If this extension is required, please advise **The Club** before the collection/delivery date of the new **Caravan**.

#### Claims

When **The Club** sends the **Member** its final decision on a claim, **The Club** will explain what the **Member** needs to do to make a claim under this insurance.

Please also see the claims information on page 29 – section 10 of this policy booklet.

# Right to make a complaint

Whilst every effort is made to maintain the highest service standards, should there be an occasion when the service received falls below the standard expected by the **Member**, the **Member** can make a complaint to:

- In writing: Caravan and Motorhome Club, East Grinstead House, East Grinstead, West Sussex RH19 1UA.
- By telephone: 01342 326944
- By email: escalations@camc.com

**The Club** will arrange for the complaint to be passed to **Us**. If the matter is not resolved within 8 weeks, or if the **Member** is not satisfied with the outcome, the **Member** may have the right to refer their complaint to:

- In writing: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR
- By telephone: 0300 1239 123
- Or visit their website for further information: www.financial-ombudsman.org.uk.

#### Office of the Arbiter for Financial Services

If the **Member** is not satisfied with **Our** final response or if **We** have not given **our** final response within fifteen (15) working days, the **Member** may also be able to refer a complaint about this insurance to:

- In writing: Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta
- **By telephone**: (+356) 792119961.

If the Arbiter accepts the complaint, the **Member** will have to pay EUR 25.00 to the Arbiter to use this service.

## About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service the person has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured **third party** (irrespective of the country of residence or where the risk in situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit www.financialarbiter.org.mt.

## **Financial Services Compensation Scheme**

Accredited is covered by the Financial Service Compensation Scheme (FSCS). A **Member** who has the benefit of the Group Insurance Policy may be entitled to compensation from the scheme if Accredited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. More information about the compensation scheme arrangements is available from the FSCS at www.fscs.org.uk.

#### Regulation

Accredited Insurance (Europe) Limited - UK Branch (UK Company Number: BR021362; FRN: 608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company Number: C59505) with limited liability and with its registered office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta. Accredited Insurance (Europe) Limited is licensed in accordance with the Insurance Business Act, 1998 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business and, together with its UK Branch, is subject to limited regulation by the UK's Financial Conduct Authority and the Prudential Regulation Authority.

## Law Applicable to this Insurance

English Law will apply between Accredited Insurance and **The Club** and any disputes between **Us** and **The Club** will be referred to the exclusive jurisdiction of the English Courts.

Unless specifically agreed by the **Member** and to the contrary, English law will apply between Accredited Insurance and the **Member** but this choice of law does not restrict the **Member**'s rights under mandatory provisions of the law of the country where the **Member** permanently lives. Any dispute between Accredited Insurance and the **Member** will be referred to the Courts of the part of the **United Kingdom** in which the **Member** lives.

#### **Territorial Limits**

Insurance is operative whilst the **Caravan** is being used:

- a. in the **United Kingdom**;
- b. temporarily on the **Continent of Europe** up to 182 days (including sea crossings) in any **Period of Insurance**, and in total a maximum of 182 consecutive days, and for periods in excess of 182 days which have been agreed by **The Club**.

The cost of repatriating the **caravan** from a country outside the **United Kingdom** is not insured and the **Member** may wish to arrange suitable insurance for this.

## **Security Condition**

It is a requirement of this insurance that whenever the **Caravan** is left unhitched from a towing vehicle it is immobilised or protected against theft or unlawful removal by the use of one of the following: a hitchlock, wheel lock, wheel clamp, heavy duty chain with an anchor point and lock, an alarm system which is triggered by external sensors of movement, or immobiliser. The **Member** will also have to comply with any additional security requirements shown on the **Caravan Cover Schedule**.

Failure to comply with this **Security Condition** and/or any other security requirement shown on the **Caravan Cover Schedule** means the **Member** will not have the benefit of this insurance for any claim for the theft or attempted theft of the **Caravan**.

Colin Johnson

Director

Accredited Insurance (Europe) Limited

# **Summary of Insurance**

This summary of insurance explains the key features and benefits of the insurance provided by **Us**, together with details of Policy Limits. Please see the full details of the insurance and the conditions and exclusions which begin on page 13 of this policy booklet.

Features and benefits	Limits, Significant Conditions and Exclusions	Policy Section Applicable
Caravan and Equipment	Loss or damage up to the policy limit less any voluntary or compulsory <b>contribution</b> paid in the event of a claim.	Section 1
	Security Condition	
	Failure to comply with this <b>Security Condition</b> means the <b>Member</b> will not have the benefit of this insurance for claims for or in connection with the theft or attempted theft of the <b>Caravan</b> .	
	It is a requirement of this insurance that whenever the Caravan is left unhitched from a towing vehicle it is immobilised or protected against theft or unlawful removal by the use of one of the following: a hitchlock, wheel lock, wheel clamp, heavy duty chain with an anchor point and lock, an alarm system which is triggered by external sensors of movement, or immobiliser.  The Member will also have to comply with additional Security Conditions shown on their Caravan Cover Schedule.	
Contents	Loss or damage up to the Policy Limit less any voluntary or compulsory <b>Excess</b> . Please refer to Section 2 for the Policy Limits.	Section 2
Hotel and Caravan Hire Expenses	While the <b>Member</b> is on holiday with their <b>Caravan</b> and the <b>Caravan</b> is uninhabitable because of something insured under Sections 1 or 2:  a. hotel accommodation, or  b. hire of another caravan so the <b>Member</b> can finish their holiday.	Section 3

Features and benefits	Limits, Significant Conditions and Exclusions	Policy Section Applicable
Hotel and Caravan Hire Expenses contd	Up to 15 days at the following daily rates. For the Member's Caravan and Equipment values between:  Standard Insurance  £600 - £4,000, daily rate = £50  £4,001 - £8,000, daily rate = £150  £8,001 and above, daily rate = £150  Super Insurance  £5,000 - £9,000, daily rate = £150  £9,001 - £13,500, daily rate = £175  £13,501 and above, daily rate = £225  Or, if the Member decides to abandon their holiday, the cost of recovering the Caravan and Contents to the Member's home address up to:  Standard Insurance - £100  Super Insurance only: Hotel or hire expenses if the Caravan is damaged or stolen before a pre-booked holiday.	Section 3
Miscellaneous Expenses: vehicle hire, storage charges, recovery costs and train fares	Super Insurance only  Only applicable when the Member is on holiday with the Caravan in the United Kingdom.  Costs to continue the holiday or return home if:     the towing vehicle or the Caravan are in an accident or breakdown, or     the drivers in the party are ill or injured and cannot drive  Up to £3,500, including:  Vehicle or caravan daily hire rates based on the Caravan and Equipment value:     £5,000 – £9,000, daily rate = £150     £9,001 – £13,500, daily rate = £175     £13,501 and above, daily rate = £225	Section 4

Features and benefits	Limits, Significant Conditions and Exclusions			Policy Section Applicable
Third Party Liability Cover	The legal liability of the <b>Member</b> , or someone using the <b>Caravan</b> with the <b>Member</b> 's permission, to pay compensation and costs for accidental death of or injury to, or damage to the property of, a <b>third party</b> as a direct result of the use or ownership of the <b>Caravan</b> .  Up to £5,000,000 for all events and costs in one year, including all legal costs and expenses.			Section 5
Personal Liability Cover	Super Insurance only Liability of the Member, or anyone travelling with the Member as part of the holiday with the Caravan, to pay compensation and costs for accidental death of or injury to, or damage to the property of, a third party caused by an accident during the holiday.  Up to £5,000,000 for all events and costs in one year, including all legal costs and expenses.			Section 6
Personal Accident Cover	Insurance is only operative when the Member is away from home on holiday with the Caravan and is limited to 182 days in each Period of Insurance.  Excludes persons over 85 years of age.  Death benefit limited to £2,000 for children under 16.  Standard Super  Death £20,000 £20,000  Permanent total disablement £20,000 £50,000  Loss of one or both eyes £20,000 £50,000  Complete loss or loss of use of a hand, arm, leg or foot £20,000 £50,000			Section 7

#### The Insurance

#### If The Club:

- a) is unable to pay a claim under the Member's Caravan Cover which is also covered by this insurance; or
- b) refuses to pay a claim under the **Member**'s **Caravan Cover** which is also covered by this insurance; or
- agrees to pay less than the amount claimed by the Member under the Member's
   Caravan Cover and the claim is also covered by this insurance

and the **Member** has met the terms and conditions of this insurance and the claim is within the terms and conditions of this insurance:

- a. under Sections 1 and 2, We will pay the Member for loss of or damage to the Member's Caravan, its Equipment and Contents which happens during the Period of Insurance arising from Accidental Damage, fire, theft, vandalism, storm or flood. Insurance is provided whilst the Caravan is static or being towed;
- b. under Section 3, **We** will pay towards the cost of caravan hire and hotel accommodation, to enable the **Member** to continue their holiday;
- c. under Section 4, if the Member has the benefit of Super Insurance, We will pay some of the costs involved in continuing the Member's holiday or returning home if the Member's Caravan or towing vehicle suffer an accident or breakdown or if the drivers in their party become unable to drive due to illness or injury;
- d. under Section 5, We will pay the amount of the Liability of the Member, or a friend or family member of the Member using the Caravan with the Member's permission, to a Third Party. The insurance under this Section only operates whilst the Caravan is unhitched. Liability insurance whilst the Caravan is being towed, or it is attached to the towing vehicle, should be provided by motor insurance;
- e. under Section 6, if the Member has the benefit of Super Insurance, We will
  pay the amount of the Liability of the Member, or someone travelling with the
  Member, to a Third Party arising from an accident which happens while the
  Member is on holiday with the Caravan;
- f. under Section 7, **We** will pay the financial benefits shown in the event of the **Member**, or anyone staying with the **Member**, sustaining bodily injury whilst away from home on holiday with the **Caravan**.

If **The Club** agrees a claim under the **Member**'s **Caravan Cover** but pays less than the amount claimed by the **Member**, and **We** agree the **Member** should be paid a higher amount, **We** will only pay the difference between the amount **The Club** paid and the higher amount agreed by **Us**.

# 1.0 The Caravan and Equipment

#### What is Insured

Loss of or physical damage to the **Member**'s **Caravan** structure, including the windows, fixtures and fittings as supplied by the manufacturer, and **Equipment** that occurs during the **Period of Insurance** arising from **Accidental Damage**, fire, theft, vandalism, storm or flood which happens while the **Caravan** is being used by the **Member** (including while it is being towed) or in storage, or while it is on loan to the **Member**'s family or friends, but not while it is used for business or let for hire or monetary reward.

#### 1.1 Additional Benefits

- If the Member's Caravan is disabled as a result of insured damage, We will also pay the cost of the following:
  - (a) removing the Caravan to the nearest garage, repairer or place of safekeeping;
  - (b) storage charges whilst awaiting repair or disposal that are in addition to those the **Members** have already paid, is committed to pay, or would normally pay;
  - (c) redelivery to the **Member**'s home address in the **United Kingdom** following repair, but only for incidents occurring within the **United Kingdom**;
  - (d) if the **Caravan** remains towable, the **Member**'s fuel expenses involved in towing to the nearest repairer and return following repair.
- Damage to the towing ball and bracket of the towing vehicle but only where the
   Caravan is the direct and only cause of such damage. Damage to these items
   caused by anything else, including but not limited to the actions of a third party,
   is not insured.
- 3. Standard only: If the Caravan and/or Equipment is lost, stolen or damaged beyond economic repair within 5 years of the date that they were first sold as new, We will replace the Caravan and/or Equipment with new items of the same or similar manufacturer and model or pay the cash equivalent at their option. Settlement will take into account any available discounts.
- 4. Super only: If the **Caravan** and/or **Equipment** is lost, stolen or damaged beyond economic repair within 15 years of the date that they were first sold as new, **We** will replace the **Caravan** and/or **Equipment** with new items of the same or similar manufacturer and model or pay the cash equivalent at their option. Settlement will take into account any available discounts.

#### 1.2 Limitations

Whilst the **Member**'s **Caravan** and/or **Equipment** are less than 5 years old (if the **Member** has the benefit of Standard Insurance) or 15 years old (if the **Member** has the benefit of Super Insurance) from the date that they were first sold as new, the sum covered should be for the full **Replacement Value** at the commencement date of each **Period of Insurance**. If the sum covered is the full **Replacement Value**, any increase in replacement costs during the **Period of Insurance** will be automatically insured. If the sum covered at the commencement date of the **Period of Insurance** in which the loss or damage happens is less than the **Replacement Value** any claim settlement will be restricted to the sum covered shown on the **Caravan Cover Schedule** for that **Period of Insurance**.

Standard Cover only: when the **Member**'s **Caravan** and/or **Equipment** is more than 5 years old at the time of the loss or damage any claims settlement will be based upon **Market Value** only.

Super Cover only: when the **Member**'s **Caravan** and/or **Equipment** is more than 15 years old at the time of the loss or damage any claims settlement will be based upon **Market Value** only.

## 1.3 Super Insurance Only

When the **Caravan** becomes more than 5 years old it must be serviced annually by a competent caravan workshop, for example, a member of the Approved Workshop Scheme (www.approvedworkshops.co.uk). The service must cover both the roadworthiness of the **Caravan** (e.g. chassis and running gear including but not limited to brakes, road-lights and tyres) and the habitation aspects (including but not limited to gas and electrical systems, water system, functional safety checks on appliances and a damp check). If the **Member** is unable to provide evidence of an annual service for each year after the **Caravan** became 5 years old (regardless of when the **Member** purchased the **Caravan**) **We** will only pay the **Market Value**.

## 1.4 Exclusions

#### What is Not Insured

- 1. Loss or damage that as a result of an 'event' known to happen before taking out the cover, for example but not limited to a storm.
- 2. Loss or damage as the result of the towing vehicle not being capable of towing the Member's Caravan safely in accordance with the manufacturer's or others guidelines and/or the combination of the towing vehicle and Caravan not meeting the appropriate legal requirements. This can also include the Member's Caravan's weight being in excess of 100% of the towing vehicle's kerb weight.

- 3. Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, water leakage or any gradually operating process.
- 4. Window delamination (which is the separation of the front and rear panels of the window) unless the **Caravan** has obvious signs of impact damage, is less than 5 years old and the delamination is not covered under any warranty or service agreement.
- 5. Any cracks to windows, sunroofs or panels as a result of wear and tear.
- 6. Damage from flood if, at the start of a period of cover, or when the **Caravan** is moved to a new storage location, the location of the **Caravan** was subject to a flood warning or flood alert issued by a government agency.
- 7. Mechanical or electrical breakdown, failure or damage.
- 8. Damage to tyres, unless caused by an accident to the Caravan or vandalism.
- 9. Theft or attempted theft of the **Member**'s **Caravan** if the **Security Condition** within this policy booklet and any additional **Security Conditions** shown on the **Member**'s **Caravan Schedule** are not complied with.
- 10. Anything which happens if the **Caravan** is used for business or let for hire or monetary reward.
- 11. Deliberate damage caused by anyone on the **Caravan Cover Schedule**, anyone that lives with anyone on the schedule or known to a named person(s) on the schedule of who is given access to the **Caravan**.
- 12. The excess in the event of a claim is shown a **Member**'s **Caravan Cover Schedule**.
- 13. Damage caused by repair or alteration work to any fixture, fitting or **Equipment** within the **Caravan** or related to poor quality workmanship or materials. **Members** are advised to collect their **Caravan** personally following repairs to avoid subsequent disputes.
- 14. Any financial loss, loss of use or loss of enjoyment, that may arise because of any 'reasonable and or unexpected' delays such as those caused by the repairer or manufacturer, including but not limited to if incorrect or broken parts are dispatched.
- 15. Any theft or loss arising from deception or from the use of stolen, forged or invalid cheques/drafts/bank notes and the like.
- 16. Repatriation from any country outside the **United Kingdom**.
- 17. Any loss arising out of the liquidation, insolvency or bankruptcy of a caravan dealer or agent or any other party.

#### 1.6 Claims Settlement

We will at Our option:

- (a) pay the cost of repairing or replacing damaged parts of the Member's Caravan and/or Equipment; or
- (b) replace the **Member**'s **Caravan** and/or **Equipment** if lost, stolen or damaged beyond economic repair; or
- (c) pay an amount equal to the value of any loss of or damage to the **Member**'s **Caravan** and/or **Equipment**.

The Caravan is economically repairable if the cost of repair does not exceed its Market Value at the time of the loss.

If part of a set or matching part is undamaged or not lost or stolen, **We** will only pay the costs related to the damaged, lost or stolen part.

If a claim for damage results in the **Caravan** and/or **Equipment** needing new parts or accessories that are unobtainable, the most **We** will pay will be the last known list price of the part or accessory required, together with an appropriate fitting charge. This will also apply when calculating whether repair is economical. **We** do not pay the cost to replace the **Caravan** in circumstances where the **Caravan** is economically repairable but cannot be repaired due to unavailable parts.

If any improvements are made as a direct result of replacement or repair, the **Member** may be required to contribute towards the claim in addition to the **Excess**.

The most **We** will pay for any claim under this Section is shown on the **Member**'s **Caravan Cover Schedule**.

#### 2.0 Contents

#### What is Insured

This Section provides insurance for the **Member**'s **Contents** while the **Caravan** is being used by the **Member** (including while it is being towed) or in storage, or while it is on loan to the **Member**'s family or friends, and the **Contents** is contained within the locked **Caravan** when unoccupied, but not if it is used for business or let for hire or monetary reward.

#### 2.1 Contents in the Caravan

Loss of or physical damage to the **Contents** that occurs during the **Period of Insurance** arising from:

- (a) Accidental Damage, fire, storm or flood;
- (b) theft or vandalism if the Contents are in the locked Caravan when unoccupied, which happens when the Caravan is static, either on site or in storage, or being towed.

## For Standard Insurance Only

The most **We** will pay is the **Replacement Value** of an item up to 5 years old and the **Market Value** of an item over 5 years old at the date of the loss, and **We** will not pay more than the **Single Article Limit** for any one item or the **Contents** policy limit where multiple items are involved.

## For Super Insurance Only

The most **We** will pay is the **Replacement Value** of an item up to 15 years old at the time of loss and **Market Value** of an item over 15 years old at the date of the loss, and **We** will not pay more than the **Single Article Limit** for any one item or the **Contents** policy limit where multiple items are involved.

#### 2.2 Contents Outside the Caravan

Loss of or physical damage to the **Contents** outside the **Caravan** that occurs during the **Period of Insurance** arising from **Accidental Damage**, fire, storm, flood, theft or vandalism which happens while the **Member**, or the person using the **Caravan** with the **Member**'s permission, is away from home with the **Caravan**.

## For Standard Insurance Only

The most **We** will pay is £150 for any one item, and in total the **Contents** policy limit or £750 whichever is the lesser amount where multiple items are involved.

## For Super Insurance Only

The most **We** will pay is £250 for any one item, and in total the **Contents** policy limit or £1500 whichever is the lesser amount where multiple items are involved. Boats, including dinghies and inflatables and ancillary equipment are also insured as long as they do not exceed 14 feet in length and are not carried on a purpose-built trailer.

#### 2.4 Exclusions

#### What is not Insured

- 1. Loss or damage that is a result of an 'event' known to happen before taking out the cover, for example but not limited to a storm.
- Jewellery, gold, silver, stones (precious or non-precious), watches, furs, cameras or photographic equipment, personal media or audio equipment which includes data storage, musical instruments, hearing aids, video cameras and accessories, mobile phones, computers, tablets, smartphones and ancillary or associated equipment, cycles, cash, cheques or credit cards, business books or documents.
- 3. Any **Excess** as specified on the **Member**'s **Caravan Cover Schedule** unless a claim is also being made under Section 1 Caravan.

- 4. Theft of **Contents** from awnings (except items insured under Section 2 Contents outside the Caravan).
- 5. Theft from the **Caravan** not involving forcible or violent entry or exit.
- 6. Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, water leakage or any gradually operating process.
- 7. Mechanical or electrical breakdown, failure or damage.
- 8. Boats including dinghies and inflatables, and ancillary equipment (except items insured under Section 2 Contents outside the Caravan under Super Insurance only).
- 9. Breakage of sports equipment when in use.
- 10. The costs of returning items to the United Kingdom.
- 11. Damage caused by repair or alteration work to any item of **Contents**.
- 12. Damage caused by repair or alteration work to any **Contents** or related to poor quality workmanship or materials. The **Member** is advised to collect their **Caravan** personally following repairs to avoid subsequent disputes.
- Anything which happens if the Caravan is used for business or let for hire or monetary reward.

## 2.5 Claims Settlement

We will at Our option either:

- (a) pay the cost of repairs; or
- (b) replace the **Contents** if lost, stolen or damaged beyond economic repair; or
- (c) pay an amount equivalent to the value of any loss of or damage to the **Contents**.

The most **We** will pay for any claim under this Section is shown on the **Member**'s **Caravan Cover Schedule**.

# 3.0 Hotel and Travel Expenses

#### What is Insured

If the **Member**'s **Caravan** becomes uninhabitable following an insured incident under Section 1 Caravan or Section 2 Contents while the **Member** is away from home on a pre-booked holiday in the **Caravan** during the **Period of Insurance**, **We** will pay towards the cost of:

- a. hotel accommodation; and/or
- b. hire of another caravan to enable the Member to continue the holiday for up to
   15 days and up to the daily amounts shown in the Summary of Insurance or if the
   Member decides instead to abandon the holiday, We will pay the cost of
- c. recovering the **Contents** to the **Member**'s home address up to a maximum cost as shown in the Summary of Insurance.

## **Super Insurance Additional Benefit**

We will also pay hotel or hire expenses specified in (a) and (b) above if the Caravan is damaged or stolen before the Member is due to depart on a holiday booked prior to the incident and a repair cannot be completed or a replacement obtained by the planned departure date. This is subject to the Member making reasonable attempts to facilitate repair or replacement.

## 4.0 Miscellaneous Expenses

#### What is Insured

If the **Member** is on holiday with the **Caravan** in the **United Kingdom** during the **Period of Insurance** and the towing vehicle and/or **Caravan** suffers an accident or breakdown **We** will pay up to £3,500 in total towards the cost of:

- a. removing the vehicle and/or Caravan to the nearest repairer;
- b. hire charges for a similar vehicle and/or hire charges for a similar vehicle and/or Caravan to continue the planned trip up to the daily rates shown in the Summary of Insurance; to continue the planned trip up to the daily rates shown in the Summary of Insurance:
- c. storage charges whilst awaiting repair;
- d. rail fares for the **Member** and their party to return home;
- e. the cost of returning the vehicle and/or Caravan to the Member's home address.

If the **Member** is on holiday with the **Caravan** in the **United Kingdom** during the **Period of Insurance** and the driver falls ill or is injured, and there is no other member of the party capable of driving, **We** will pay the cost of d) and e) up to the £3,500 limit for this Section.

#### 4.1 Exclusions

#### What is Not Insured

- 1. Any claim which results from a wilful act by the **Member** or any member of their party.
- 2. Any expenses following mechanical breakdown caused by lack of oil or water, or frost damage.
- 3. Any expenses which are insured by the **Member**'s motor policy.
- 4. The cost of repairs to the towing vehicle.
- The cost of repairs to the Member's Caravan, unless insured under Section 1 Caravan.
- 6. Any expenses following mechanical breakdown of the towing vehicle where the vehicle is:
  - a. more than 5 years old; or
  - b. has lacked routine maintenance.

- 7. Any expenses following damage to tyres unless caused by **accidental damage** or vandalism.
- 8. Any expenses following an accident, breakdown or illness occurring outside the **United Kingdom**.

## 5.0 Third Party Liability

#### What is Insured

We will pay all sums (up to the amount stated in the Summary of Insurance) which the Member becomes legally liable to pay as compensation for accidental death of or injury to, or damage to the property of, any Third Party arising directly as a result of the Member's use or ownership of the Caravan and which occurs during the Period of Insurance when the Caravan is unhitched.

## We will also pay for:

- a. the Liability (as described above) of the Member's friends and/or family when they
  are using the Caravan with the Member's permission and which arises directly
  from their use of the Member's Caravan;
- b. the costs of the person insured under this Section if **We** require them to contest a **Third Party** claim whether or not the case is successful.

## **Special Conditions**

- a. The person insured under this Section must not admit responsibility for any incident or make any private arrangements or offer payments without first having **The Club**'s or **Our** written permission.
- b. **We** retain the right to carry out all negotiations and take any action that may be necessary following a claim made by a **Third Party**.

#### 5.1 Exclusions

#### What is Not Insured

- 1. Liability to the employees of the person(s) insured under this Section.
- 2. Damage to property which belongs to or is in the custody or control of any person(s) insured under this Section.
- 3. **Liability** when the **Member**'s **Caravan** is attached to the towing vehicle or if it becomes detached when being towed or any other **Liability** to which compulsory motor insurance legislation applies. Please note that insurance should be provided by the insurer of the towing vehicle.
- 4. Any **Liability** for anything that happens if the **Caravan** is used for business or let for hire or reward.

# 6.0 Personal Liability Cover

#### Super Insurance Additional Benefit

#### What is Insured

In this Section, **Member** includes any person travelling with the **Member** in the **Member**'s car and using the **Caravan**.

We will indemnify the Member against any sum up to the amount stated in the Summary of Insurance that the Member may become legally liable to pay in respect of claims arising from bodily injury, or damage to property caused by an accident occurring whilst the Member is on holiday with the Caravan during the Period of Insurance.

## 6.1 Exclusions

#### What is Not Insured

- 1. Any bodily injury or damage to property caused by the **Member**'s ownership, occupation, possession, use or operation of:
  - a) any land or building;
  - b) any animal except cats and dogs, but not dogs falling under the restrictions of the Dangerous Dogs Act 1991, the Dogs (Northern Ireland) Order 1983, the Dogs (Northern Ireland) Act 1991, the Control of Dogs (Scotland) Act 2010); or any subsequent amendments to those laws).
  - c) any mechanically propelled or horse drawn vehicle;
  - d) any aircraft, ship or craft (except rowing boats without outboard motors), punts or canoes.
- 2. Any bodily injury or damage to property arising out of the **Member**'s profession, occupation or business, or if **Liability** has been assumed under a contract.
- 3. Bodily injury to anyone who is working for the **Member**, or to a member of the **Member**'s household or family.
- 4. Damage to property which belongs to or is in the custody or control of the **Member**, a member of the **Member**'s household or family, or anyone who is working for the **Member**.
- 5. Anything arising out of food or drink.
- 6. Anything arising out of pollution of the air, water or soil.
- 7. Any **Liability** arising from the organisation of any form of large scale entertainment where any entry fee is charged (**Liability** arising from small scale competitions staged for amusement is insured).

The most  $\ensuremath{\mathbf{We}}$  will pay for any claim is shown on the Summary of Insurance.

## 7.0 Personal Accident Cover

#### What is Insured

If the **Member** is away from home on holiday during the **Period of Insurance** with their **Caravan**, and if there is an accident causing the death of or injury to the **Member** and/or anyone staying with them in the **Caravan**, **We** will pay the benefit shown in the Summary of Insurance provided that death or disablement occurs within 12 calendar months of the accident and as a direct result of the accident. The benefit will be paid to the injured person or their legal representative.

#### **Definitions**

## Complete loss of or loss of use of hand, arm, leg or foot means

- a. the loss by physical separation of a hand at or above the wrist or a foot at or above the ankle; or
- b. total irrecoverable loss of use of a hand, arm, leg or foot.

**Permanent Total Disablement** means disablement which entirely prevents the injured person from attending to their usual or last occupation or profession and which lasts for a period of 12 months and at the end of that time the medical evidence confirms there will be no improvement.

#### 7.2 Exclusions

#### What is not Insured

- 1. Death or injuries resulting from suicide or any attempted suicide.
- 2. Anyone under the influence of alcohol or drugs at the time of the incident causing death or bodily injury.
- 3. Anyone pursuing any hazardous activity including but not limited to skiing, pot-holing,mountaineering, skin diving or military service.
- 4. Anyone over the age of 85.

#### 7.3 Limitations

- The insurance under this Section is limited to 182 days in any one Period of Insurance.
- The maximum sum payable to any one person is £20,000 if the Member has the benefit of Standard Insurance and £50,000 if the Member has the benefit of Super Insurance.
- 3. The maximum death benefit for children under 16 is £2.000.

## 8.0 General Conditions

#### These conditions apply to the whole insurance.

- 1. The **Member**'s **Caravan** must not be used for business purposes or let or hired for reward unless **The Club** has specifically agreed in writing.
- 2. The **Caravan** will be insured under this policy while the **Member** is attending social rallies, but not on road rallies.
- 3. The **Member** must act at all times as if they do not have the benefit of this insurance and attempt to keep all costs/expenses in respect of any claim to a minimum.
- 4. Any incident likely to give rise to a claim must be notified in writing to **The Club**'s claims team as soon as reasonably possible.
- 5. The **Member**'s **Caravan Cover** must be valid and up to date to enable them to make a claim under this policy.
- The Member must take reasonable care to provide complete and accurate answers to any questions The Club asks when the Member takes out, makes changes to or renews their Caravan Cover.
- 7. The **Member** must tell **The Club** about changes to the information set out in their **Caravan Cover Schedule** or **Statement of Facts** as soon as reasonably possible.
- The Member must comply with the terms and conditions of this insurance. Failure
  to do so, if it can affect a claim by a Member or have relevance to such claim,
  may result in the claim not being paid or the amount of a payment being reduced.

#### 8.1 Care of the Caravan

The **Member** must take all reasonable steps to safeguard their **Caravan**, **Equipment** and **Contents** against loss or damage,maintain the **Caravan** in a sound and roadworthy condition, including but not limited to, not exceeding recommended kerb weight, excessive speed and comply with the **Security Conditions**.

#### 8.2 Other Insurance

If any loss, damage or **Liability** is insured by any other insurance, **We** will only pay **Our** rateable proportion.

#### 8.3 Cancellation

- 1. If the Member's Caravan Cover is cancelled or not renewed, all benefits for that Member under this insurance will end on the date their Caravan Cover ends.
- 2. In the event of the **Member**'s **Caravan** being stolen or declared a 'total loss' the **Member**'s entitlement to the benefit of this insurance will cease with effect from the date **The Club** or **We** pay the claim.

- 3. We reserve the right to cancel this policy at any time by giving The Club twelve months' notice in writing where there is a valid reason for doing so, with the notice period starting at the end of the current policy year. We will send Our cancellation letter to the registered office of The Club and will set out the reason for cancellation in Our letter.
- 4. **The Club** may cancel this policy by giving **Us** at least three months' notice in writing.

## 8.4 Our Rights

**We** shall be entitled to take over and conduct the defence and settlement of any claim or prosecute any claim in the name of the **Member** or any other person covered by this insurance.

#### 8.5 Sanctions

**We** do not provide insurance nor shall **we** be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such insurance, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

## 9.0 General Exclusions

These exclusions apply to the whole insurance.

## What Isn't Insured:

#### 1. Aircraft and Aerial Devices

Loss or damage arising from pressure waves caused by aircraft and other aerial devices.

#### 2. Continent of Europe

Any loss, damage, **Liability**, cost or expense while the **Member** is in a country on the **Continent of Europe** to which the Foreign and Commonwealth Office advised against all, or all but essential, travel before the **Member**'s visit to the country began, unless **The Club** has confirmed in writing to the **Member** that cover is provided under the **Members' Carayan Cover**.

## 3. Chemical and Biological Materials

Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### 4. Communicable Disease

We don't insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the avoidance of doubt, the loss, cost, damage or expense that is excluded here includes any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease** or any property that is affected by a **Communicable Disease**.

This exclusion applies to all Sections, all covers and all parts of this policy. Nothing else in this policy will override this exclusion.

For the purposes of this exclusion, the full meaning of **Communicable Disease** is as shown in the definition below.

#### 4.1 Communicable Disease Definition

**Communicable Disease** – any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
  - For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease whether pandemic or non-pandemic).

### 5. Deliberate Acts

Any **Liability**, loss, damage, cost or expense caused by the deliberate action or inaction of the **Member** or the deliberate action or inaction of friends and/or family using the **Member**'s **Caravan** with the **Member**'s permission, including where taking action could reasonably have prevented a claim. This might include ensuring fixtures, fittings and **Contents** are suitably secure or stored, and awnings are taken down when bad weather is expected.

## 6. Events Before the Period of Insurance

Any damage, **Liability**, cost or expense of any kind occurring, or arising from an event occurring, before the **Period of Insurance**.

#### 7. Fraud

Any expense, **Liability** or any loss or damage to property, directly or indirectly caused if the **Member** or anyone acting for them knowingly makes a false or fraudulent claim, as regards amount or otherwise. In this event:

- a) We can refuse to pay the claim;
- b) We can recover any sum paid on the claim;
- We can refuse all claims from the Member arising after the date of the fraudulent act;
- d) **We** can terminate the **Member**'s benefits under this policy from the date of the fraudulent act and **We** will not have to return any part of the premium to **The Club**.

## 8. Liability

## Liability:

- a) for pollution or contamination;
- for punitive or exemplary damages, liquidated damages or fines or penalties of any kind;
- c) in any way arising from or in connection with actual, attempted or threatened sexual or physical abuse or molestation, harassment or any other form of physical, or mental abuse of any person, or any other act of a sexual nature or any act undertaken with a sexual motive;
- d) assumed under a contract or agreement unless **liability** would have applied in the absence of such contract or agreement;
- e) for death, injury, or any other loss caused deliberately by the **Member** or any other person who can claim under this insurance.
- f) If any loss, damage or liability can be claimed from another insurance provider We will not consider a claim for more than our rateable proportion.

## 9. Microorganisms

This policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is (i) any physical loss or damage to insured property, (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence, (iii) any loss of use, occupancy, or functionality, or (iv) any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this policy that provides insurance, in whole or in part, for these matters.

#### 10. Radiation

Any expense, **Liability** or any loss or damage to property directly or indirectly caused or contributed to by:

- 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 nuclear component thereof.

## 11. Riot and Civil Commotion or Malicious Acts

Riot and civil commotion or malicious acts (other than by fire or explosion) in the Republic of Ireland or Northern Ireland.

#### 12. Road Rallies and Track Tests

Any loss or damage while the **Caravan** is being used for road rallies or track tests.

#### 13. Terrorism

Any loss or damage or 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 terrorism as defined in Part 1 of the Terrorism Act 2000, including but not limited to the use of biological, 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 governments(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.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

#### 14. USA and Canada

Any damages or costs or expenses of any kind in connection with any demand, claim or proceeding within the legal jurisdiction of the United States of America or Canada (or any order made elsewhere to enforce any such judgment).

#### 15. War

Any loss or damage or cost or expenses directly or indirectly occasioned by or happening through or in consequence of war, invasion, acts of foreign armies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or damage to property by or under the order of any government or public or local authority.

## 10.0 Claims Notification

- 1. If the **Member** becomes aware of any event which may be covered by this insurance, the **Member** must first make a claim under their **Caravan Cover**.
- 2. The Member must comply with the Claims Procedure.
- 3. **We** will not consider any claims under this insurance until **The Club** has given its final decision in writing on the claim made under the **Caravan Cover**.
- 4. When **The Club** gives its final decision in writing on a claim made under the **Caravan Cover**, **The Club** will explain to the **Member** what they need to do to make a claim under this insurance.
- 5. By confirming to **The Club** that they wish to make a claim under this insurance, the **Member** consents to **The Club** passing all documents and information it holds in respect of the claim to **Us**.

# 11.0 Third Party Claims

If the **Member** or a person insured under this insurance receives notice of a claim by someone else, the **Member** must tell **The Club** immediately and the **Member** or the person insured must forward to **The Club** all correspondence they receive about the claim and every claim form and other court document that they receive.

In addition, if a claim is made by the **Member** under Section 5 of this insurance:

- 1. **We** shall have discretion in the conduct of any proceedings or in the settlement of any claim;
- 2. the **Member** and/or the person insured under Section 5 must not admit **liability** for, or offer to settle, any claim without **Our** prior written permission;
- 3. the **Member** and/or the person insured under Section 5 must give **Us** whatever co-operation, information and assistance **We** reasonably require in dealing with any claim under this insurance.

