

GENERAL NOTES

Material facts disclosure

There is an obligation implied in this contract of insurance to advise us of any material fact which affects the risk. If you are in any doubt as to whether a fact is material then it should be disclosed.

Policy term

Policy term is as agreed and stipulated in the policy schedule and is one of the following:

Yearly policy - Runs for 365 days from the commencement date shown on the policy schedule. This type of policy automatically renews annually.

Lunar Monthly - Runs for and premiums are collected on, equal periods of 28 days. This type of policy automatically renews every 28 days.

Calendar Monthly - Runs for and premiums are collected on a calendar month basis. This type of policy automatically renews every calendar month.

Automatic renewal is subject to receipt of premium.

Renewals

These terms and conditions include a provision that your insurance cover will automatically renew at the end of the insured term unless you specifically tell us that you do not wish for your insurance to renew.

By agreeing to these terms and conditions, you are also confirming that upon each renewal of your policy, unless you tell us otherwise, you want us to make the following changes to the terms of your insurance:

(a) Such changes as we believe, in good faith:

- (i) are appropriate for the type of policy you hold with us; and
- (ii) will produce an overall benefit for you.

Those changes may include changes to the scope of the insurance cover (i.e. what is insured), the benefits which your policy provides, and associated changes to the cost of insurance.

(b) Such other changes which we believe, in good faith, we have a valid reason to make.

Those changes may include:

- (i) changes made to clarify the terms of the policy;
- (ii) changes which are necessary to reflect changes in applicable laws and regulations; and
- (iii) changes to the cost of the insurance cover to reflect changes in our own costs and other economic considerations.

We do appreciate, however, that when the time comes you may not want us to make those changes, and we explain below the protections we will put in place to ensure that you have an opportunity to consider those changes and to refuse them, should you wish to do so, before your insurance is renewed.

We will always provide you with full written details of any changes which we intend to make to the terms of your insurance cover at least 21 days before your policy is due for renewal, which is when those changes would be due to take effect. We will not be entitled to make any changes unless we provide you with those details within that time-frame.

You will then have the right to tell us, within 14 days of receiving those written details, that you do not wish your policy to be changed in the manner notified to you. If you exercise that right, we will give you the opportunity to either:

- (a) renew your policy without any changes;
- (b) renew your policy subject to any alternative changes which we may offer to you; or
- (c) not renew your policy at all.

You can also cancel your policy at any time in any case. Full details relating to your cancellation rights are set out in the policy terms.

INTRODUCTION AND IMPORTANT NOTES

We have pleasure introducing this policy, with insurance cover from E&L, for people who own holiday static caravans. Much careful research went into producing the policy. We hope you will be pleased with the level of cover and the service we are offering.

The policy details the cover we provide. Please read the policy and your schedule as soon as you receive them. If you do not keep to the conditions, your policy could become void or we may not be able to accept liability for a claim. If you are not entirely happy with the cover provided, return it to us within 14 days without making a claim, we will then cancel the policy and refund the whole of your premium.

This is a master policy wording showing all Sections of cover available for this type of insurance. Some sections of cover offered may not apply to your insurance. Please check your policy schedule to see what sections of cover are applicable to your insurance cover. A policy excess applies to all Sections of cover unless stated differently in the policy schedule.



F.D. Martin
General Manager
Signed on behalf of The Equine & Livestock Insurance Company Limited.

IMPORTANT NOTES

The policy is a contract of insurance. This policy may include new benefits, conditions and so on. We recommend you read this policy carefully, as it may be different from what you have seen before.

You will be covered by this policy from the date you go on cover with us by phone or the date on which we receive and accept your fully completed proposal form whichever is soonest.

The proposal form you fill in is the basis of this contract. We will provide insurance under this policy for those specific sections detailed in the schedule or any endorsement.

The policy schedule is an important document. It lists the cover you have chosen, it is proof of your insurance and it may be needed if you have a claim. We will not be liable for more than the limit of indemnity shown in the relevant part of the schedule. The policy depends on warranties, conditions and exclusions.

We as the insurer and you, as the insured, are entitled to choose the law applicable to this contract of insurance. We propose English Law and in the absence of any agreement to the contrary, English Law will apply.

GEOGRAPHICAL LIMITS

This policy does not cover any damage, loss or liability arising outside the United Kingdom, Channel Islands or Isle of Man.

SINGLE ITEM LIMIT

No insurance cover is provided for caravan accessories (awnings, toilets/toilet tents, generators etc.) or additional contents (camping tables and chairs, refrigerators, heaters, water carriers, kitchen equipment, utensils, security devices, sleeping bags, TVs, electrical goods, bedding etc.) that exceed £100 in value unless specified in the schedule.

DEFINITIONS

Caravan - The structure of the holiday static caravan detailed in the schedule, together with standard fixtures, fittings, furniture and furnishings included in the manufacturer's original specification or any additions notified to us prior to policy inception.

Caravan accessories - Awnings, toilets, generators etc. as specified in the schedule.

Caravan contents - Camping tables and chairs, refrigerators, heaters, water carriers, kitchen equipment, utensils, security devices, sleeping bags, TVs, bedding etc. as specified in the schedule.

Excess - the amount you must pay towards each and every claim. If claims are made under more than one section of cover, an excess will apply to each section of cover under which a claim is made.

Family member - Spouse, parents, children or relatives (by birth, marriage or adoption).

Material Fact - any event, fact or occurrence which would influence a decision, made by any party, as to whether or not to enter into a contract of insurance either at inception or policy review

Money - Cash, cheques, credit cards, postal/money orders, premium bonds etc.

Period of insurance - 365 days in the case of yearly policies and 28 days in the case of monthly policies.

Schedule - Document showing the details of the policyholder and cover provided.

Site - A licensed, supervised caravan site declared to and accepted by us.

Unattended - Left without an adult in charge who is responsible for its safekeeping.

Unoccupied - Any period exceeding 24 consecutive hours when the caravan is not being used for occupation by an insured person.

We / the Company - The Equine & Livestock Insurance Company Limited.

You / the Policyholder - Person or persons named in the schedule.

SECURITY REQUIREMENTS

It is a condition precedent to the liability of the Company that: -

1. The holiday caravan when left unattended, unoccupied or occupied overnight must have all doors, windows and other openings left closed, properly fastened and be securely locked with keys removed. Any alarms must be maintained in good order and put into effective operation. Windows in occupied bedrooms may be left open for ventilation.

2. The holiday caravan must have locks approved to British Standard 3621 or a mortise deadlock on all entrance doors. c) The holiday caravan must be kept on a site that is licensed and which is supervised by the site owner, his/her agent, full time warden or other employee who is permanently on site. d) All cooking and heating appliances must be properly maintained, inspected and serviced annually by Gas Safe or NICEIC registered contractors.

3. The holiday caravan must be securely anchored to a firm and solid base at each corner. Corner steadies must be cleaned and greased annually to guard against erosion.

4. While the holiday caravan is unoccupied during the period from 1st October to 31st March (or from the date of site closing if earlier), all mains supplies must be turned off and the water and central heating systems must be drained.

5. All portable items and electrical goods worth £100 or more must be removed when the holiday caravan is unoccupied.

SECTION 1 - STATIC CARAVAN

Cover

Loss of or damage to the holiday caravan, accessories and contents, up to but not exceeding the amount specified in the schedule, which belong to or are the legal responsibility of the policyholder while sited on a licensed holiday caravan site, due to the following main perils: -

- Fire, lightning, explosion, earthquake.
- Storm or flood.
- Freezing of fixed water or heating installations.
- Escape of water from fixed water or heating installations, washing machines or dishwashers.
- Oil escaping from a fixed heating installation.
- Malicious persons or vandals.
- Theft or attempted theft.
- Falling trees, branches, TV or radio aerials, aerial fittings or masts.
- Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

SECTION 2 - NEW FOR OLD

Cover

If your holiday caravan is totally destroyed or stolen within five years of new, replacement will be based on the sum insured or new market value if less. The policy excess applies to this section.

Exclusions

1. This cover does not extend to include the replacement of caravan accessories or contents.

SECTION 3 - ALTERNATIVE ACCOMMODATION

Cover

If your holiday caravan is made uninhabitable for more than 24 hours by any of the main perils detailed in Section 1 and the loss or damage is covered by this policy, we will pay an additional sum not exceeding the amount specified in the schedule. Payment will be in respect of the reasonable costs incurred in obtaining comparable accommodation in order for you to have or complete your holiday, whilst the caravan is being restored to habitable condition.

SECTION 4 - REMOVAL & DELIVERY

Cover

If your holiday caravan is made uninhabitable for more than 24 hours by any of the main perils detailed in Section 1 and the loss or damage is covered by this policy, we will, at our option, pay an additional sum not exceeding the amount specified in the schedule. Payment will be in respect of any additional costs necessarily and reasonably incurred in:-

- Disconnecting and removing the caravan from your declared site address.
- Re-delivery and reconnection of the caravan at the declared site address.

We retain the right to instruct a repairer to carry out any necessary repairs at the declared site address.

SECTION 5 - ACCIDENTAL LOSS OF KEYS / DAMAGE TO LOCKS.

Cover

In the event of you accidentally losing the keys to your holiday caravan, or if they are stolen, we will pay up to the amount specified in the schedule to cover the reasonable cost of replacement keys and / or replacement locks if no other keys are available.

In addition, we will pay up to the amount specified in the schedule for the reasonable cost of repair to the locks of the external doors of the caravan following accidental damage by you.

Exclusions

1. Loss or damage caused by any process of repair or restoration.
2. The cost of repairing mechanical breakdown.
3. Any amount in excess of the cost of replacing the locks that were directly affected by the damage/loss.

SECTION 6 - ACCIDENTAL DAMAGE

Cover

We will pay up to the amount specified in the schedule for accidental damage or breakage as detailed below: -

- Accidental damage to caravan panels.
- Accidental breakage of glass in doors, windows, fanlights or skylights or of washbasins, splash-backs, pedestals, baths, sinks, bidets, lavatory cisterns, lavatory pans, shower trays and shower creens all fixed to and forming part of the caravan fixtures and fittings.
- Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture in the caravan.
- Accidental damage to televisions, audio and visual equipment.

SECTION 7 - FREEZER FOOD

Cover

We will pay up to the amount specified in the schedule, for the loss or damage to food that you own and that is kept in a domestic deep freeze cabinet in the caravan caused by a rise or fall in temperature.

Exclusions

1. Loss or damage resulting from the deliberate act of any power supply authority or the withholding or restricting of power by such an authority.
2. Loss due to neglect or lack of maintenance on the part of an insured person.
3. Loss where the freezer is 10 years old or more.
4. Loss or damage if any food is removed or destroyed without our permission.

SECTION 8 - PERSONAL ACCIDENT

Cover

We will cover you up to the amount shown in the schedule if you have an accidental bodily injury that results in you or your spouse's death within 365 days of injury caused by fire or assault by thieves in your holiday caravan.

Exclusions

1. Bodily injury that happens whilst under the influence of alcohol or drugs, or any act of deliberate self-inflicted injury or suicide by you or your spouse.
2. Any loss as a result of pregnancy, child birth, physical defect, infirmity or medical condition, unless we have been told about it and have accepted it in writing.

EXCLUSIONS APPLYING TO SECTIONS 1 TO 8

1. Any loss, damage or legal liability directly or indirectly arising from the caravan if it is being used for residential purposes of periods exceeding 90 days per occasion.
2. Any loss or damage occurring as a result of subsidence, heave or landslip of the site; or due to coastal, river or watercourse erosion; or due to the normal settlement, shrinkage, bedding down of new structures or the settlement of newly made up ground.
3. Any loss or damage occurring as a result of flooding if the site on which the insured caravan is kept has been prone to flooding in the past, unless we have been notified and have accepted the same in writing.
4. Money, jewellery, gold, silver and articles of precious metal, watches, photographic equipment, furs, pictures, works of art, curios and stamp, coin and other collections, mobile phones.
5. Pedal cycles, sports equipment, fishing equipment and boating equipment.
6. Loss or damage caused by domestic pets.
7. Securities and documents of any kind.
8. Property more specifically insured.
9. Any loss or damage while the caravan is let for hire or reward or used for business.
10. Loss or damage due to frost.
11. Damage to fences or gates.
12. Loss or damage to tyres howsoever caused.
13. Loss or damage to awnings or toilet tents due to storms.
14. Loss or damage caused by water seepage through seams or seals.
15. Loss or damage as a result of the escape of water following the freezing of fixed water or heating installations between 1st October (or the closing date of the site if earlier) and 31st March unless the caravan is occupied.

16. Deliberate loss or damage caused by you, or any guest, occupant or user.
17. Loss or damage to contents occurring between the closing and opening dates of the site or while the caravan is unoccupied.
18. Loss or damage due to theft or attempted theft which does not involve forcible and violent entry into or exit from the caravan.
19. Loss or damage due to theft or attempted theft if you do not adhere to the specified security requirements.
20. Loss caused by solid fuel, oil stoves, any portable heating appliances etc.
21. Depreciation, deterioration, mechanical or electrical breakdown, manufacturing defects, wear and tear, damage or loss caused by moth, vermin, rot, mildew or any gradually operating process.
22. Faulty workmanship, defective design or the use of defective materials, repairing, restoring, renovating, cleaning or dyeing.
23. The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

SECTION 9 - PUBLIC LIABILITY

Cover

We will cover you against all sums which you become legally liable to pay as damages in respect of one occurrence or series of occurrences consequent on one original cause up to the amount specified in the schedule following;

- Bodily injury;
 - Loss of or damage to property;-
- happening in connection with the holiday caravan whilst sited on the licensed holiday site stated in the schedule.

We will also cover any legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Company. In the event of the death of the policyholder we will treat their legal, personal representatives as the insured in respect of any liability previously incurred by the policyholder.

Conditions

1. You must send every letter, claim, writ, summons, legal process or other document as soon as you receive it and without answering it.
2. You must not admit, offer, promise, pay or agree to anything without our written permission. We may take over any claim in your name and for our own benefit. We will choose how to conduct any proceedings in the settling of any claim.
3. For any claim or series of claims we may at any time pay you the amount of the limit of indemnity (after taking off any amounts already paid as compensation) or any lower amount which the claims can be settled for. We will then give up the conduct and control of the claims. We will have no further liability to the claims except for paying costs and expenses incurred before the date of the payment.

Exclusions

1. Liability in respect of bodily injury to the policyholder, or death or bodily injury to their family / household or any person in the course of his / her employment to the insured.
2. Loss or damage to property belonging to or in the custody or control of the Policyholder or a member of their family or household.
3. Any liability arising due to animals or pets.
4. Human Immunodeficiency Virus (HIV) and / or any related illness including Acquired Immune Deficiency Syndrome (AIDS) and / or any mutant derivative or variations however caused.
5. Injury or damage arising out of the profession or business of any of the insured.
6. Injury or damage arising out of the ownership, possession or use by or on behalf of the policyholder of any mechanically propelled vehicle.
7. Claims arising out of liability assumed in any contract or agreement.

CONDITIONS OF CLAIMS SETTLEMENT

1. We will indemnify you under each policy section that is shown on your schedule, up to but not exceeding the amount shown. We may choose whether to replace, repair or pay for any loss.
2. Settlement will be based upon the sum insured or market value whichever is the lower, less a deduction for depreciation or wear and tear, unless the caravan is totally destroyed or stolen and New for Old cover applies as detailed in Section 2.
3. The age of any article is judged to be at the time of loss.

4. You must accept that we may appoint a loss adjuster to investigate any claim on our behalf.
5. You must retain any damaged property for inspection unless we have advised otherwise.
6. In the event of theft, attempted theft, vandalism or malicious acts you must notify the police immediately.

GENERAL CONDITIONS

1. It is a condition precedent to any liability under this policy that the correct premium has been paid to The Company prior to the start of each period of insurance or within the credit period if one has been allowed to an agent.
2. The observance and fulfilment by you of the terms, conditions and endorsements of the policy shall be precedent to any liability on our part to make payment under this policy.
3. Any mis-statement or omission or concealment of a material fact from the proposal for this insurance or any such mis-statement, omission or concealment at the time of renewal or claim shall render this policy void and no return of premium will be due.
4. You must take all reasonable steps to prevent loss, damage or accidents; maintain any property covered under this policy in a sound condition and make all reasonable efforts to reduce the effects of any damage.
5. Upon the discovery of any loss, destruction or damage giving rise or likely to give rise to a claim under this policy you must immediately notify and give full details to: The Equine & Livestock Insurance Company Ltd, Thorpe Underwood Hall, Ouseburn, York YO26 9SS. If you have not received an acknowledgement from us within two weeks after you send them, you must send us the details again by recorded delivery. You must co-operate fully and truthfully to give us any information we may need.
6. If any loss, damage or liability is insured by any other policy (or would be insured if this policy did not exist) we will not be liable for the whole claim. We will only pay anything over the amount which should have been paid under that policy (or policies) if this insurance had not been taken out.
7. There will be no benefits if a claim is in any way untrue or fraudulent, or arises from a malicious, wilful or criminal act by: you or someone acting on your behalf; someone caring for or in control of the insured property; or one of your relations, agents, employees, licensees, paying guests or someone living with you.
8. You must notify us as soon as possible of any change in circumstances relevant to this policy, including changes to storing location. Failure to do so may invalidate your policy. We reserve the right to alter the terms of your policy immediately we are notified of such changes.
9. All losses must be backed up by receipts for the insured property or for any costs incurred. The receipts must show the date, price paid, details of the item and name and address of the seller. You must provide valuations, reports, information etc. at your own expense if we request them.
10. This insurance will stop covering any item as soon as you sell it or part with any interest in it, whether temporarily or permanently.
11. If any difference shall arise to the amount to be paid under the policy such difference may be referred to an arbiter to be appointed by the parties in accordance with the statutory provisions in force at the time. This provision for arbitration is in addition to your legal rights and not in substitution for them.
12. In the event of a claim you must abide by all Conditions Of Claims Settlement as detailed on page 9 of this policy wording.
13. If you pay your premiums by direct debit or credit card and you default on any payment, we will add a charge of £3.99 to your next payment.
14. When we invite you to renew your policy we may, at our discretion alter premiums, cover, terms and conditions as we deem necessary for any reason including such factors as you item's age.
15. Upon completion of the repairs to your caravan and our receipt of the invoice and signed satisfaction note, **We** will issue settlement directly to the repairer unless specifically instructed otherwise in writing by **You**.

GENERAL EXCLUSIONS

1. Business use, residential use or hiring/lending out.
2. Any theft or loss arising from deception, fraud or use of stolen, forged or invalid cheques / drafts / bank notes or the like etc.
3. Use of insured property for anything other than for social, domestic or pleasure purposes.

4. Any legal liability or consequence associated with or caused by: war, invasion, act of foreign enemy or hostilities (whether war is declared or not), civil war, rebellion, revolution or insurrection, riot, civil commotion, looting in connection with any of these, strikes or lock-outs, military power or coup.
5. Any legal liability or consequence associated with or caused by; nuclear or radioactive fuel combustion, escape, accident, explosion, waste or contamination.
6. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices.
7. We will not pay for any losses which are not expressly covered by the terms and conditions of this policy.
8. Loss / depreciation resulting from reduction in the market value of any property covered under this policy.
9. Loss or damage that is not at a known place or that cannot be identified as occurring within a certain 24-hour period.
10. Theft from premises open to the public if not in use and not supervised.
11. Any loss, injury, damage, illness, death or legal liability caused by or arising from the failure of any computer hardware or software or any other electrical equipment.
12. We do not cover any loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by:
 - a) Influenza or any derivation or variant thereof;
 - b) arising from any fear or threat (whether actual or perceived) of such Influenza;
 - c) any action taking in controlling, preventing, suppressing or in any way relating to any outbreak of such Influenza.
13. Any claims as a result of any notifiable disease.

If we allege that, by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon the policyholder.

POLICY ALTERATION & DUPLICATE DOCUMENTS

If you wish to make a change to your policy after the first 14 days of policy inception, a £10 administration fee applies to any amendments made. Any increase or improvement in cover will be subject to a 14 day deferment period.

Should you request additional copies of your policy documentation to be issued by post, there will be a £10 "replacement documents" charge in respect of this.

CANCELLATION RIGHTS

You can cancel at any time.

If you cancel within the first 14 days of policy inception, and no claim has been made, you will receive a full refund of any premium paid. If you have a monthly policy, cover will be cancelled with effect from the date your next policy premium is due.

If you have an annual policy and have not made a claim, a return of premium will be issued in accordance with our cancellation rates, as follows:

Time on risk	Percentage of premium returned
One month	80% less £10
Two months	70% less £10
Three months	60% less £10
Four months	50% less £10
Five months	40% less £10
Six months	30% less £10
Seven months	25% less £10
Eight months	20% less £10
Over nine months	Nil

If you have made a claim, you will not be entitled to any refund.

We may cancel this insurance at any time, in which case, we will return the premiums paid, in accordance with the above table. Our liability then ceases immediately but without affecting your or our rights under the policy up to the cancellation date. Notice will be treated as sufficiently given if posted to your last known address. Following the cancellation charge, no refund will be made of any amount equal to or less than £25.

Should you wish to alter your policy or cancel it please contact our office. This can be done in writing at the address noted below, by phone on 03300 243 360, fax 03300 242 971 or by emailing policyadmin@eandl.co.uk. For alterations and cancellation at renewal please write to the address noted below, telephone 03300 243 360, fax 03300 242 971 or email renewals@eandl.co.uk. If you have not received an acknowledgement from us within 14 days of sending details, you must post the details by recorded delivery.

If you wish to appeal against any decision regarding the administration of your policy (new business, mid-term or renewal), please write to the Customer Contact Manager. If you wish to submit a formal complaint, please refer to our Complaints Handling Procedure.

CLAIMS

If **you** require any assistance with any aspect of **your** claim please contact **us** either by e-mail at claims@eandl.co.uk or by phone on 03300 243 438. If **you** wish to appeal against a decision made regarding **your** claim (including the assessment or the outcome), please write to the Claims Manager. If **you** wish to submit a formal complaint, please refer to **our** Complaints Handling Procedure.

COMPLAINT HANDLING PROCEDURE (YOUR LEGAL RIGHTS REMAIN UNAFFECTED)

If **you** are unhappy with any aspect of **our** service and wish to make a formal complaint, please put **your** complaint in writing and address **your** complaint to the General Manager. We will issue a response within 8 weeks from the date we receive your complaint.

All correspondence should be addressed to The Equine and Livestock Insurance Company Limited, Thorpe Underwood Hall, Ouseburn, York YO26 9SS.

If **you** do not receive satisfaction through **our** internal complaints handling procedure, **you** may refer **your** complaint to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR (tel: 0800 023 4 567 or 0300 123 9 123, email: complaint.info@financial-ombudsman.org.uk, website: www.financial-ombudsman.org.uk) within 6 months of the date of the General Manager's response.

CONTACT INFORMATION

Quotations/Sales: Phone 03300 243 254, Fax 03300 242 971
E-mail quotes@eandl.co.uk
Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm Sun 9.00am-4.00pm

Claims: Phone 03300 243 438, Fax 03300 242 971
E-Mail claims@eandl.co.uk
Opening Hours: Mon to Fri 8am-7.00pm Sat 9.00am-12.00pm

Existing customers: Phone 03300 243 360, Fax 03300 242 971
E-mail policyadmin@eandl.co.uk
Opening Hours: Mon to Fri 8.00am-8.30pm Sat 8.30am-5.00pm

Affiliates/Brokers: Phone 03300 243 229, Fax 03300 242 971
E-Mail broker@eandl.co.uk
Opening Hours: Mon to Fri 8.30am-5.00pm

The Equine & Livestock Insurance Co Limited
Thorpe Underwood Hall, Ouseburn, York, YO26 9SS
Telephone: 03300 243 360 Fax: 03300 242 971
email: info@eandl.co.uk
<http://www.eandl.co.uk>