

INSURANCE FOR HOLIDAY HOMES

9 Ebdon Road, Worle
Weston-Super-Mare
BS22 6UB

TRAILER TENT AND FOLDING CAMPER INSURANCE

Certificate Number C900

The proposal and declaration and any other information supplied to **The Underwriters** by or on behalf of **You** named in **The Schedule**, are the basis of this contract and are to be considered as incorporated herein. **You** having agreed to pay **The Premium**, **The Underwriters** will indemnify **You** as provided for in this certificate against loss, damage or liability occurring within the **Territorial Limits** during the **Period of Insurance** and within the limits stated in **The Schedule** or any subsequent endorsement thereto.

The Administrator – Leisure Underwriting Agents, The Post House, 14 Load Street, Bewdley, Worcestershire, DY12 2AE. (Leisure Underwriting Agents is a trading name of K. Drewe Insurance Brokers Limited who are authorised and regulated by the Financial Services Authority).

The Administrator is authorised by **The Underwriters** to issue approved Schedules of Insurance on **The Underwriters'** behalf providing insurance in the terms below.

This certificate must be read in conjunction with the current Schedule of Insurance in **Your** name, issued and signed by Leisure Underwriting Agents and countersigned by Insurance for Holiday Homes and by itself does not constitute proof of valid insurance. Should a schedule not be attached to this certificate please contact Insurance for Holiday Homes.

You have a contract with, and are covered by, Certain Underwriter's at Lloyd's. Both the Society of Lloyd's and Underwriters at Lloyd's are authorised and regulated by the Financial Services Authority.

DEFINITIONS

In this insurance document certain words are defined and whenever they are used will have the meaning as shown below:-

The Administrator	- Leisure Underwriting Agents, 14 Load Street, Bewdley, Worcestershire, DY12 2AE.
The Underwriters/We/Us/Our	- Certain Underwriters at Lloyd's.
You/Your	- The person or persons named in The Schedule and the person You are married to or live with as if You were married, and Your family who permanently live with You .
The Schedule	- The Schedule is part of this insurance and contains details of You , the Trailer Tent , the Sums Insured, the Period of Insurance and The Premium .
Period of Insurance	- The period this insurance is in force as shown in The Schedule and for which The Underwriters have accepted The Premium .
The Premium	- The amount shown in The Schedule as the Total Premium.
The Sum Insured	- The amounts shown as The Sum Insured in The Schedule of Insurance.
Home Address	- The address where You permanently reside as shown in The Schedule .
Risk Address	- The address where You usually keep the Trailer Tent when not in use as shown in The Schedule .
Trailer Tent	- The Trailer Tent or folding camper described in The Schedule including its fixtures and fittings and ancillary tents, awnings, hitch locks, stabilisers and the like belonging to You .
Camping Equipment	- The general equipment used for camping belonging to You , including batteries, generators, gas bottles, cooking appliances, refrigerators, tables and chairs, portable showers, water carriers and the like whilst contained within a locked building at the Home or Risk Address , or contained within or secured to the Trailer Tent or within the Towing Vehicle , when the Trailer Tent is being used by You .
Contents and Personal Effects	- Articles of personal use, clothing, luggage and general household goods belonging to You , including portable televisions and radios, whilst contained within the Trailer Tent or the Towing Vehicle when the Trailer Tent is being used by You .
Towing Vehicle	- The vehicle during the period it is hitched to the Trailer Tent for the purpose of towing and during the period it is unhitched and in Your custody or control when You are away from Home on holiday in the Trailer Tent .
Territorial Limits	- The British Isles and up to 180 days in Continental Europe, Mediterranean Islands, Mediterranean Coastal lands Madeira and the Canary Islands including transit within these areas but excluding Albania, Bulgaria, Czech and Slovak Republics, Hungary, Poland, Romania and the former Union of Soviet Republics.

SECTION ONE

Trailer Tent/Camping Equipment/Contents and Personal Effects

We will pay for loss or damage caused by Accidental Damage, Fire, Theft, Vandalism, Storm, or Flood within the **Territorial Limits** to the:-

- Trailer Tent**
- Camping Equipment**
- Contents and Personal Effects**

We will also pay for the reasonable cost of:-

- protection and removal of the **Trailer Tent** to the nearest repairer
- delivery of the Trailer Tent after it's repair to **Your Home Address**

Following such damage The Sum Insured will not be reduced by a claim payment except in the event of the **Trailer Tent** being stolen or totally destroyed. A new Schedule will be required for any replacement **Trailer Tent**.

We will NOT pay for:-

- the first amount of each and every claim or occurrence as specified in The Schedule as the excess.
- depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, water leakage or any gradually operating process.
- damage to tyres unless caused by an accident to the **Trailer Tent** or vandalism.
- mechanical or electrical breakdown or failure.

- e) loss or damage in circumstances where a claim for damage results in the **Trailer Tent** needing new parts or accessories which are found to be obsolete or unobtainable. **Our** liability will be limited to the last known list price of the part or accessory required together with the appropriate fitting charge.
- f) any theft or loss arising from deception, financial loss, or the use of stolen, forged or invalid cheques, drafts, bank notes and the like.
- g) loss or damage by theft of **Camping Equipment, Contents and Personal Effects** whilst contained within the **Towing Vehicle** unless forcible or violent means are used to gain entry into the **Towing Vehicle**.
- h) any amount in excess of £500 in total or **The Sum Insured** whichever is the lower for loss of or damage to any property from the **Towing Vehicle**.
- i) loss or damage to money of any kind, credit or charge cards, or business books or documents of any kind.
- j) loss or damage to watches, jewellery, furs and articles of gold, silver or other precious metals, contact lenses, spectacles, items of sports equipment value £50 or over, photographic equipment, binoculars, camcorders, mobile telephones, computer hardware or software, GPS handsets, DVD's, CD players and games consoles, motor driven vehicles of any kind or their accessories, cycles or waterborne craft of any description.
- k) any loss or damage whilst the **Trailer Tent** is let for hire or reward.
- l) loss or damage when the **Trailer Tent** is being used for any other purpose other than social, domestic and pleasure.
- m) any claim arising in respect of property insured hereunder which has been left unattended for more than 24 hours (and in respect of a **Trailer Tent** left unlocked) on a site where a permanent warden is not engaged.
- n) loss or damage to **Your Trailer Tent** and **Camping Equipment** when not in use unless it is kept within the boundaries of **Your** permanent home or at a location advised to and accepted by **Us**.

BASIS OF CLAIMS SETTLEMENT

Section One

a) **Trailer Tent**

We will pay to **You** the value of the property at the time of its loss or shall at **Our** option repair, reinstate or replace such property or any part of it, provided that **Our** total liability shall not exceed **The Sum Insured** or the market value whichever is the lesser amount. **We** will not be liable for that part of any repair or replacement which improves the **Trailer Tent** beyond the condition before the loss or damage occurred.

In the event of the **Trailer Tent** being lost or damaged beyond economic repair within three years from the date of purchase as new and provided **The Sum Insured** represents the full replacement value as new at the time of loss or damage, **We** will replace the **Trailer Tent** with a new one of the same manufacture and model or pay the cash equivalent at **Our** discretion. Any available discount will be taken into account in the settlement amount.

b) **Camping Equipment**

We will pay to **You** the value of the property at the time of its loss or destruction or shall at **Our** option repair, reinstate or replace such property or any part of it provided that **Our** total liability shall not exceed £500 in respect of any one article and in total **The Sum Insured**.

c) **Contents and Personal Effects**

We will pay to **You** the value of the property at the time of its loss or destruction or shall at **Our** option repair, reinstate or replace such property or any part of it provided that **Our** total liability shall not exceed £250 in respect of any one article and in total **The Sum Insured**.

SECTION TWO

Loss of Use

If the **Trailer Tent** is rendered unusable or uninhabitable by loss or damage caused by an occurrence described in Section One:-

- a) for twenty four hours or more while the **Trailer Tent** is being used for holiday purposes,
- or
- b) within seven days prior to **You** using the **Trailer Tent** for a pre booked holiday.

We will pay to **You** the costs incurred for alternative accommodation or hire of a similar **Trailer Tent**.

The amounts payable under this section shall not exceed £25 per day subject to a maximum of fifteen days.

SECTION THREE

Liability to the Public

All the sums which **You** become legally liable to pay as damages in respect of :-

- (i) Accidental death of or bodily injury to any person other than **You** or any employee or member of **Your** family.
- (ii) Accidental loss of or damage to property not belonging to or in the custody of **You** or any employee or member of **Your** family arising from use or ownership of the **Trailer Tent**.

The limit of **The Underwriters'** liability in respect of all claims arising from one cause is £2 million plus legal costs recoverable by a claimant and costs and expenses incurred with **Our** written consent.

In the event of **Your** death **Your** legal personal representatives will be indemnified in respect of any accident covered by this section and occurring during the period of this insurance.

For the purposes of this section the word "**You**" will be deemed to include any persons using the **Trailer Tent** with **Your** consent other than whilst let for reward.

Exceptions to Section Three

This section does not indemnify **You** against any liability:-

- (a) arising while the **Trailer Tent** is attached to a mechanically propelled vehicle.
- (b) resulting from an accident caused by the **Trailer Tent** or part thereof becoming detached from any **Towing Vehicle**.
- (c) that arises in connection with any vehicle being used for the transportation of the **Trailer Tent**.
- (d) for the death or injury of any person arising out of or in the course of their employment by **You**.
- (e) arising out of the use of any mechanically propelled vehicle/water craft.

- (f) arising out of the pollution of air, water or soil unless it can be proved to have been caused by immediate discharge consequent upon an accident.
- (g) of whatsoever nature arising out of or connected with or incidental to any profession, occupation, business or commercial venture.
- (h) arising directly or indirectly out of the transmission of any communicable disease or condition by any person insured hereunder.
- (i) arising out of the ownership or possession of any animal other than cats, dogs or horses, except any dog that is designated dangerous under the Dangerous Dogs Act 1991.

GENERAL CONDITIONS (Applicable to the whole Insurance)

(1) Effect of other Conditions on Right to Benefit

The right to receive the benefit of this insurance is conditional upon:-

- (a) the information given on the proposal form (and any other information about the risks insured) being complete and correct to the best of **Your** knowledge and belief.
- (b) any person seeking benefit observing the terms of Insurance as far as they can apply.

(2) Claim Notification & Procedure

If **You** wish to make a claim under this insurance please contact The Adm inistrator's Claims Department. Telephone: 0844 856 2043.

At the time of making a claim, **You** will be asked;

- The policy number stated on **Your** schedule.
- A brief description of the circumstances surrounding **Your** loss or damage.

It is a condition precedent to **Our** liability that following any happening likely to give rise to a claim **You** shall:-

- (a) as soon as reasonably possible notify and confirm in writing to Insurance For Holiday Homes and if required give full details within 30 (thirty) days of discovering the incident together with such information and assistance **We** may reasonably require.
- (b) immediately notify the Police following discovery of the loss or damage by theft, attempted theft, malicious damage, violent disorder, riot or civil commotion or the disappearance of valuable items.
- (c) under no circumstances admit liability for nor offer to agree to settle any claim without **Our** written consent. **We** will be entitled to take over and conduct in **Your** name the defence of any claim and to prosecute in **Your** name, for **Our** benefit, any claims for indemnity or damages or otherwise against any third party and **We** will have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

Fraudulent Claims

If **You** make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Insurance shall become void and all claims hereunder shall be forfeited.

(3) Care of Property

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent and minimise any claims.

(4) Change in Risk

You must inform Insurance For Holiday Homes of any change in circumstances which may increase the possibility of loss, damage or injury.

(5) Other Insurances

If when any claim arises under Sections One and Two there is any other insurance in force covering such loss, or part of it, **Our** liability hereunder shall be limited to **Our** rateable proportion of such loss. In the event of any liability which is the subject of a claim under Section Three being insured under any other insurance, **We** shall not be liable under this Certificate except to the extent of any excess beyond the amount payable under such other insurance had this section not been effected.

(6) Cancellation - Your Right to Cancel

You are free to cancel this policy at anytime by contacting Insurance For Holiday Homes, 9 Ebdon Road, Worle, Weston-Super-Mare, BS22 6UB.

If, within 15 days of either receiving **Your** policy documentation, or the start of the **Period of Insurance**, **You** find that it does not meet **Your** requirements **You** may cancel **Your** policy. **We** will refund **The Premium** paid in full provided that no claim has been submitted nor any incident likely to give rise to a claim has occurred.

For cancellation occurring after the first 15 days of receiving **Your** policy documentation, if there has been no claim or incident likely to give rise to a claim during the current **Period of Insurance** **We** will calculate the appropriate premium for the period **You** have been insured and refund any balance due.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

If **The Premium** is paid under a monthly instalment plan and a claim has been settled during the current **Period of Insurance** **You** must continue with the instalment payments.

No refund of premium will be made under a monthly instalment plan.

We reserve the right to cancel this policy immediately in the event of non-payment of **The Premium** or default by **You** under a monthly instalment plan.

We may also cancel the policy by sending 7 days notice by recorded delivery to **You** at **Your** last known address.

If **You** cancel after the first 15 days **We** will calculate the appropriate premium based on the calculations below and refund any balance due.

Cancellation Charges

For clients that have been insured under the policy for less than one year.

Up to 1 Month	20% Charge
Up to 3 Months	40% Charge
Up to 6 Months	60% Charge
Up to 8 Months	80% Charge

After 8 Months cover no refund due at all.

For clients that have been insured under this policy for more than one year.

We will calculate the appropriate premium for the period **You** have been insured and refund any balance due. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

GENERAL EXCLUSIONS (Applicable to the whole Insurance)

This Insurance does not insure:-

- (1) any liability arising or any loss or damage that occurs while the **Trailer Tent** is being used other than for social, domestic and pleasure purposes.
- (2) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (3) (a) loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or;
(b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (4) any liability which arises only because You have entered into a contract which makes You legally liable.
- (5) loss of or damage to the **Trailer Tent** or **Camping Equipment** or **Contents and Personal Effects** arising from any malicious act or theft by or with the connivance of any hirer, occupant or user of such **Trailer Tent** or any employee or agent of You.
- (6) loss, destruction or damage to the **Trailer Tent** or **Camping Equipment** or **Contents and Personal Effects** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- (7) any liability, loss or damage which is caused by or results from riot, terrorism or civil commotion in Northern Ireland or the Republic of Ireland.
- (8) loss of use with the exception of cover provided by Section Two.
- (9) any loss or damage that is not directly associated with the incident that caused You to claim, except where that loss or damage is expressly included within this insurance.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** policy or the handling of a claim **You** should, in the first instance, contact either;

Insurance For Holiday Homes

9 Ebdon Road, Worle

Weston-Super-Mare

BS22 6UB

Tel: 01934 424040

Email: info@insuranceforholidayhomes.co.uk

OR

Scheme Administrators

Leisure Underwriting Agents

The Post House, 14 Load Street

Bewdley, Worcs, DY12 2AE

Tel: 0845 33 03 012

Fax: 0845 408 5926

Email: mail@leisureunderwriting.co.uk

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Policyholder and Market Assistance at Lloyd's. Their address is:-

Policyholder and Market Assistance

Lloyd's Market Services, G6/86 One Lime Street, London EC3M 7HA

Tel: 020 7327 5693 Fax: 020 7327 5225

Email: Complaints@Lloyds.com

Complaints that cannot be resolved by the Policyholder and Market Assistance may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. Referral to the Financial Ombudsman will not affect **Your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to **You** under this contract. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN, by telephoning 020 7892 7300 and on their website www.fscs.org.uk

LAW APPLICABLE TO CONTRACT

The parties are free to choose the law applicable to this contract but in the absence of agreement to the contrary the contract shall be subject to the law of the country in which **You** reside at the date of the contract (or in the case of a business, the law of the country in which the registered office or principal place of business is situated will apply).

If **You** are not resident (or in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland or Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.