

Stoneways Touring Caravan Insurance

Policy Terms and Conditions

This document is a legally binding contract of insurance between **you** (the insured) and **us** (certain underwriters at Lloyd's)

You are obliged to inform **us** of any material facts that affect this insurance. If **you** are in any doubt as to whether a fact is material then **you** should disclose it.

The contract is based on the information **you** provided in **your** on-line application. **We** have agreed to insure **you** under the terms, conditions and exceptions contained in this wording, the **schedule** or in any **endorsement** applying to this wording. The insurance provided by this document covers any liability, **loss or damage** that occurs during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Your address must be a permanent residence within the **territorial limits**.

Language and Law applicable to the contract

This insurance is written in English and all communications about it will be in English. 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 England and Wales

Definitions

The following definitions apply to words in bold within the terms and conditions.

We, us, our :	Certain underwriters at Lloyd's
You, your:	The person named in the schedule .
Schedule:	The document showing you , the caravan we are insuring and the cover that applies.
Caravan:	The touring caravan specified in the schedule inclusive of fixtures, fittings, utensils, bedding, accessories and awning.
Contents:	Personal belongings, clothing and other items in your caravan which belong to you or which you are legally responsible for.
Loss or damage:	Accidental loss, damage, fire, storm, flood, theft or attempted theft.
Market Value:	The cost of replacing an item based on its condition immediately before the loss but not exceeding the sum insured shown on the schedule .
Unoccupied:	Where your caravan is not used for 24 consecutive hours by you or any other person who has your permission to use it.
Territorial limits:	England, Scotland, Wales, the Isle of Man and the Channel Islands.
Endorsement:	A change in the terms of the insurance which is printed on, or issued with, the schedule or a revised schedule .
Excess:	The amount you must pay towards each and every claim.
Period of insurance:	The period of time covered by this insurance (as shown in the schedule) and any extra period for which we accept your premium.
Stoneways:	Stoneways Insurance Services Ltd acting as agents for certain underwriters at Lloyd's.
Claims advice:	In the event of an incident that may lead to a claim you must notify Stoneways as soon as possible. A claim form can be downloaded from the web site www.stoneways.uk.com

Section A - The Caravan and Contents

This section applies to **your caravan** and **contents**

We will insure **your caravan** and **contents** (less any excess that applies) against **loss or damage**.

For a claim under this section we will either:

- | pay for the damage to be repaired, or
- | pay an amount of cash to replace the **lost or damaged** item, or
- | replace the **lost or damaged** items

The most **we** will pay will be:

The **market value** of **your caravan** immediately before the loss.

New for old caravan cover:

If the **caravan** is totally destroyed, deemed a total loss by **us** or stolen within five years of manufacturing date and **your schedule** shows this new for old cover is included then **your claim** will be based on the sum insured value or current new price if less.

The **Contents**

We will pay up to the sum insured shown in the **schedule**, for **loss or damage** to **contents** (that are not insured elsewhere) which belong to **you** or which **you** are legally responsible for, whilst they are in **your caravan**.

Contents sum insured

The sum insured is declared by **you** and should represent the full cost of the **contents**. The most **we** will pay under this Section is the sum insured shown in the **schedule**. A deduction will be made for wear, tear and depreciation on:

clothing;
household linen;
camping equipment;
electrical equipment.

Contents Limitations

- a) **We** will not pay more than £300 for any one item.
- b) Matching sets: **we** will not pay the cost of replacing undamaged items forming part of a pair or set.
- c) **We** will not pay for theft of **contents** unless there is evidence of forcible or violent entry or exit from the **caravan**.

Section B – European use

Cover

This section extends the **territorial limits** to include the continent of Europe (including sea crossings) up to 60 consecutive days and not exceeding 120 days in total during the **period of insurance**.

Section C – Recovery and delivery costs

Cover

- | pays reasonable costs of removal of the **caravan** to the nearest suitable repairer if disabled by **loss or damage** covered under Section A.
- | pays the reasonable cost of delivery of the **caravan**, after repair, to the address in the **schedule**.

Limitations to Sections A, B & C

1. Sum Insured

The sum insured is declared by **you** and should represent the full cost of the **caravan**. The most **we** will pay under these sections is the sum insured shown in the **schedule**.

2. Underinsurance

If the cost of repair, replacement or rebuilding the **caravan** or **contents** is more than the sum insured at the time of any **loss or damage**, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of **your caravan**, **we** will only pay one-third of the claim.

3. Repairs

You may arrange for reasonable and necessary repairs to be carried out to **your caravan**, up to an amount of £250 as long as **you** get a detailed estimate and immediately send it to **Stoneways** with a full report of the **loss or damage**. (Please keep any parts which have been replaced.)

4. Financial interest

If the **caravan** belongs to someone else, or is part of a hire purchase or leasing agreement, **we** will pay an amount for the **loss or damage** to the **caravan's** legal owner, whose receipt will be a full and final discharge to **us** in respect of such **loss or damage**.

Exceptions to Sections A, B & C

1. These sections of **your** insurance do not cover the following.

- a) The excesses shown on **your schedule** on any **loss or damage** to the **caravan** or **contents**
- b) Damage to awnings and other externally fitted parts or accessories caused by storm or flood.

2. Unoccupied

If **your caravan** is not on a licensed and supervised caravan site where the owner of the site, his/her agent or a full-time warden or other employee is permanently on the site, or at your home address within the boundaries of your residence or at a maintained storage site (a secure location run for the purpose of caravan storage) or at a CASSOA (Caravan Storage Site Owners Association) site then theft or attempted theft is not covered if **your caravan** is left **unoccupied**.

3. These Sections do not cover **loss or damage** to:

- money, cheques, stamps or stamp collections;
- credit and cheque cards;
- securities for money, deeds, bonds, tickets;
- bills of exchange, promissory notes;
- certificates, manuscripts and documents of any kind;
- pedal cycles or contact lenses;
- mobile or portable phones or pagers; or
- computers, computer equipment and computer games.

4. These sections do not cover **loss or damage** to **contents** within awnings or other collapsible or canvas units, or outside the **caravan**.

5. These sections do not cover **loss or damage** to **contents** by theft or attempted theft whilst **your caravan** is left unattended, unless all windows, openings and final exit doors are closed and securely locked.

6. Theft of electronic or electrical equipment whilst the **caravan** is not in use.

7. Loss or damage to the **caravan** generator or damage to the **caravan** resulting from using the generator.

Section D - Liability to the public

This section covers Liability arising out of the ownership, possession or use of **your caravan**

We will insure **you**, and any person using **your caravan** with **your** permission, for all amounts which **you** become legally liable to pay for accidents happening in and around **your caravan** which result in:

- a) bodily injury to any person other than **you** or a domestic employee; or
- b) **loss or damage** to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance** and within the **territorial limits** of this insurance, and which are caused by or arise out of the ownership, possession or use of **your caravan**.

We will not pay more than £1,000,000 for any one event.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

Costs and expenses

If **we** first agree in writing, **we** will pay:

- a) solicitor's costs if anyone **we** insure is represented at a coroner's inquest, fatal accident inquiry or court of summary jurisdiction; and
- b) costs and expenses **we** agree to in writing.

We will only pay these costs if they arise from an accident that is covered under this insurance.

Exceptions to Section D

This section does not cover:

1. Any liability **you** have accepted under an agreement or contract unless **you** would have had that liability anyway.
2. Any liability which is more specifically insured by other insurance.
3. Any liability whilst the **caravan** is attached to any vehicle for the purpose of being towed or arising out of a road traffic accident (RTA).
4. Any liability resulting from any accident caused by the **caravan** or part thereof becoming detached from any towing vehicle.
5. Any liability that arises from death, injury or illness of **you** or **your** immediate family; loss of or damage to any property **you**, **your** immediate family or **your** domestic employees own or that **you** are responsible for.

General Exceptions

The following exceptions apply to the whole of your insurance.

This insurance does not cover:

- ‡ direct or indirect **loss or damage** to the **caravan, contents** or any property;
 - ‡ any legal liability;
 - ‡ costs and expenses;
 - ‡ death or injury to any person;
- caused by, contributed to, or arising from, the following.

1. Radioactive contamination from:
 - a) ionising radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly.
2. Pressure waves caused by aircraft and other flying objects.
3. War, invasion, act of foreign enemy, hostilities, (whether war be declared or not), civil war, rebellion, revolution, or military or usurped power.
4. The use of any solid fuel stove unless it is the manufacturer's standard design, installed by them and serviced each year by a qualified service engineer.
5. Use of any portable oil heating appliances.
6. Where the **caravan** is not being used for social, domestic or pleasure purposes.
7. Detention or confiscation of any insured property by the customs or other authority.
8. Depreciation, wear and tear, corrosion, mildew, moth, vermin, rot of any kind, any gradually operating cause, mechanical or electrical breakdown.
9. Theft or any malicious act caused by **you**, **your** employees or any occupant or user of the **caravan**.
10. The use of **your caravan** as a permanent home or letting **your caravan** for hire or reward.
11. Loss of use.
12. Loss of value after **we** have made a claim payment.

13. Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than escape of water or oil from **your** fixed domestic water or heating systems, however this depends on conditions of this document.

14. Computer viruses or erasure or corruption of electronic data. The failure of any equipment to correctly recognise the date or a change of date.

In this exception, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

15. Biological or chemical contamination due to or arising from:
 - a) terrorism; or
 - b) steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- c) causing or threatening harm;
 - d) putting the public or any section of the public in fear;
- if it is likely that the purpose is of a political, religious, ideological or similar nature.

General Conditions

The following conditions apply to the whole of your insurance.

1. Reasonable care
You must take all reasonable steps to protect **your caravan** from **loss or damage** and keep it in a good condition and state of repair.

You must let **us** examine **your** caravan at any reasonable time.

2. Telling **us** about a change
You must tell **us**, as soon as possible, about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not cover **you** fully or at all. If **you** are not sure whether any information is relevant **you** should tell **us** anyway.

3. **Claims**

When a claim or possible claim occurs, **you** must tell **us** in writing as soon as possible and submit a completed claim form available from www.stoneways.uk.com.

For claims made under this insurance, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the claim is caused by riot, malicious acts, theft or any attempted theft. (Please ensure that **you** get a crime reference number.)

You must take all reasonable steps to recover any lost or stolen property and to prevent any further **loss or damage** occurring.

You must send **us** any claim, letter, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4. **Our** rights after a claim

We can:

- a) take over, conduct, defend or settle any claim; and
- b) take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

We will take this action in **your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **we** use, must co-operate with **us** on any matter which affects this insurance.

5. Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and all cover under this insurance will become void and this contract will be automatically cancelled from inception without **us** returning **your** premium.

6. Other insurance

If, at the time of any liability, **loss or damage** covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

7. Cancellation

Your right to change your mind:

You may cancel the insurance, without giving reason subject to no claim being made, by sending **us** written notice and returning the insurance documents within 14 days of it starting. This is known as the cooling off period. **We** will make a charge equal to the period of cover **you** have had, but this charge will be subject to a minimum amount of £25 + Insurance Premium Tax (IPT).

Cancellation after the cooling off period.

You may cancel this insurance after the cooling off period by giving **us** written notice. If **you** have not made any claim in the current **period of insurance**, **we** will work out the charge for the time **you** have been covered by **your** insurance subject to **us** retaining the minimum premium which applies at the time.

We may cancel this insurance by sending 14 days notice, to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**. **We** will send this refund to **you**.

8. Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us** (the cost of arbitration will be split evenly between **you** and **us**).

9. **Your** policy requires payment of the full premium if **you** make a claim. The full premium is that shown on **your** schedule for the **period of insurance**. Any outstanding balance of premium that **you** owe for the whole **period of insurance** will be deducted from **your** claim.

10. Drainage

Whilst the caravan is **unoccupied** during the period 1st October to 31st March (inclusive), all mains supplies must be turned off and the water and central-heating must be drained.

Complaint handling procedure

Sales Complaints:

If **you** have any cause to complain about the way this policy has been sold to **you** please contact:
Stoneways Insurance Services Ltd, Muscott House, 6 Meadrow, Godalming GU7 3HL.

Non- sales complaints:

If **you** have any cause to complain, or **you** feel that **we** have not kept **our** promise, please contact **Stoneways**.

- After this action, if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask the Policyholder & Market Assistance department at Lloyd's to review your case. The address is:
Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA.
Telephone: 020 7327 5693 Fax: 020 7327 5225 E-mail: Complaints@Lloyds.com
- Having followed this procedure, **your** complaint can be referred to the Financial Ombudsman Service (FOS).
The address is:
The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London E14 9SR.
(These procedures do not affect your right to take legal action if necessary.)

Financial Services Compensation Scheme

If the insurers are unable to meet their liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0207 892 7300.

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