

Static Caravan Insurance

Policy Document



Mark Bates Ltd

THE HOME OF PREMIER CARE

Notes

GENERAL INFORMATION AND POLICY CONTENT

Thank you for entrusting this insurance to Mark Bates Ltd.

This policy is a legal contract and it is important that you read it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know immediately.

We would remind you that you must tell us immediately of any facts or changes which might affect the assessment or acceptance of this insurance. If you do not disclose all relevant facts you may invalidate your policy or your policy may not operate fully.

This policy content is stated below, together with a note of the page(s) they appear on. You should read this policy together with your current schedule which gives details particular to you, including the sums insured you have chosen.

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COMPLAINTS PROCEDURE

It is always our intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with us can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

The Compliance Officer Mark Bates Ltd Premier House Londonthorpe Road Grantham Lincs NG31 9SN

Tel: 01476 593887

Email: complaints@markbatesltd.com

If **you** remain dissatisfied **you** may refer the matter to **the insurer** by contacting

The Compliance Officer

China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA

Tel: 0207 839 1888

Fax: 0207 621 1202 E-mail: compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **The insurer** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed its investigation within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are:

Financial Ombudsman Service
Exchange Tower Harbour Exchange Square London E14 9SR
Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones
Fax: 020 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100.
Website www.fscs.org.uk

AGREEMENT

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any **damage**, legal liability, costs, expenses, benefits or assistance described in this policy arising from events happening during the **period of insurance** for which it has accepted a premium.

The insurer has relied on the information supplied by **you** in connection with this insurance to enable it to form the contract of insurance between **you** and **the insurer**.

This policy should be read together with the **schedule**.

INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms and premium, **the insurer** has relied upon the information **you** have given it. **You** must take care when answering any questions **the insurer** asks by ensuring that all information provided is accurate and complete.

If **the insurer** establishes that **you** deliberately or recklessly provided it with false or misleading information **the insurer** will treat this policy as if it never existed and decline all claims.

If **the insurer** establishes that **you** carelessly provided it with false or misleading information it could adversely affect **your** policy and any claim. For example, **the insurer** may

- 1) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- 2) amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- 3) reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- 4) cancel **your** policy in accordance with the Cancellation condition of this policy.

You will be written to if **the insurer**

- 1) intends to treat **your** policy as if it never existed; or
- 2) needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as possible.

Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincs NG31 9SN

Tel: 01476 513784

Email: enquiries@markbatesltd.com

DEFINITIONS APPLYING TO THE WHOLE POLICY

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

- Accidental damage** **Damage** caused suddenly, unexpectedly and accidentally.
- Caravan** Caravan as described and at the address stated in the **schedule**.
Caravan shall include loss of or damage to
- 1) all items designed to be permanently installed therein;
 - 2) the base upon which the **caravan** stands;
 - 3) outbuildings, storage units and service connections; and
 - 4) patios, drives, paths, decking, verandas, steps, gates, skirting and fencing
- all contained within the **caravan** or the boundary of the **plot**.
- Computer Virus** A corrupting instruction that propagates itself via a computer system or network.
- Contents** Property within or attached to the **caravan**.
Contents shall include loss of or damage to gas bottles, satellite dishes and receiving aerials and their fittings and masts, all belonging to **you** or for which **you** are responsible.
The term **contents** DOES NOT include
- 1) property primarily held for professional or business purposes;
 - 2) jewellery, watches, gold, silver, precious metals, gemstones, furs, curios and other works of art and stamp, coin and medal collections;
 - 3) **money**, negotiable securities or documents;
 - 4) sports equipment, including fishing tackle and guns;
 - 5) electrically or mechanically powered vehicles or pedal cycles;
 - 6) contact or corneal lenses, spectacles or hearing aids;
 - 7) photographic equipment, video cameras and camcorders, portable media or audio equipment, musical instruments, binoculars or mobile phones; or
 - 8) portable computer equipment, including laptops, tablet computers, gaming consoles, associated peripherals and accessories or data.
- Damage** Loss or damage.
- Electronic data** Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electro-mechanical data processing or electronically controlled equipment and include programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Excess	First part of any claim which you must pay.
Money	Cash, currency, bank notes, cheques, postal or money orders, savings stamps and certificates, premium bonds, gift tokens, luncheon vouchers, trading stamps, travellers cheques, travel tickets and current postage stamps.
Plot	The caravan standing area and surrounding land allocated to you by the park.
Period of insurance	Period shown in the schedule and any further period for which you have paid, or have agreed to pay and the insurer has accepted, or has agreed to accept, the premium.
Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal and whenever a change of circumstances affecting this insurance arises a new schedule will be issued.
Territorial limits	United Kingdom, the Channel Islands and the Isle of Man.
Terrorism	Any act or acts, including, but not limited to 1) the use or threat of force and/or violence; or 2) harm or loss of or damage to life or to property, (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means. Caused or occasioned by any person(s) or group(s) of persons or so claimed, in whole or in part for political, religious, ideological or similar purposes.
The insurer	China Taiping Insurance (UK) Company Limited.
Unoccupied	Not occupied overnight for more than 60 consecutive days.
Winter precautions	Whilst the park remains open a) the water intake to the caravan is turned off at the mains stopcock, all taps and showers are turned on and left open and plugholes left unobstructed and toilets are flushed and all water drained from the cistern; or b) a central heating system is operating within the caravan and maintaining a temperature of not less than 15 degrees centigrade. Whilst the park is closed the water intake to the caravan is turned off at the mains stopcock and all equipment fully drained down.
You/your/yours	Person(s) named in the schedule .
Your family	Your spouse or domestic partner and any child, parent or other relative of yours , your spouse or domestic partner that normally resides with you .

GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

This policy does not cover the following.

1) **General**

Any loss, damage, legal liability, costs, expenses or benefits directly or indirectly caused by or contributed to or arising from

a) **Radioactive contamination**

- i) ionising radiations from, 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

b) **War risks**

war, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

c) **Sonic bangs**

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d) **Pollution**

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

e) **Date recognition failure**

the failure of any computer data processing equipment or media micro chip, integrated circuit or similar device or any computer software, whether belonging to **you** or not, correctly to

- i) recognise any date as its true calendar date;
- ii) capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date; or
- iii) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data

provided that this exclusion shall not apply to subsequent **damage**, not otherwise excluded, which is insured by this policy.

2) **Loss in value**

Loss in value of any property following repair or replacement.

3) **Act of terrorism**

Harm or loss of or damage to life or property, or the threat of such harm or **damage**, by nuclear and/or chemical and/or biological and/or radiological means, resulting directly or indirectly from, or in connection with, **terrorism**, regardless of any contributing cause or event.

4) **Computer virus and electronic data**

In respect of section 1 of this policy only, **damage** directly or indirectly occasioned by or happening through or in consequence of **computer virus(es)**, or from erasure or corruption or alteration of **electronic data**.

5) **Whilst on hire**

This policy will not apply whilst the **caravan** is lent or hired for a fee (unless endorsement 2 is stated as applying in the **schedule**).

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

1) **Reasonable care**

If **you** have not taken all reasonable steps to prevent accidents or **damage** and maintain the property in a sound condition and good repair, **the insurer** shall not be liable to make any payment under this policy.

2) **Changes that may affect your insurance**

The insurer has relied upon information advised to them in deciding to provide **you** with this insurance. **You** must tell them as soon as possible if there are changes that may affect **your** insurance, such as, but not restricted to, the following.

You change the address where you normally live or where the **caravan** is kept.

You are convicted of, or have a conviction pending for, any offence other than a motoring offence.

The use of the **caravan** is changed, such as let out for hire.

You are declared bankrupt, or are the subject of bankruptcy proceedings.

In the event of any such change, **the insurer** will have the option of amending the terms under which this insurance has been provided or cancelling this insurance from the date of change.

3) **Cancellation**

- a) **The insurer** may cancel this policy by sending 30 days' notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.
- b) **You** may cancel this policy at any time and **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.
- c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **the insurer** reserves the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.
- d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

4) **Other insurance**

If any loss, damage, legal liability, costs or expenses covered by this policy is insured elsewhere, **the insurer** will only pay its share of any claim, unless stated to the contrary in any section of this policy.

5) **Fraud**

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent, or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

6) **Tax**

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

7) **Governing law**

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise, English law applies.

8) **General Data Protection Regulation**

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

9) **Contracts (Rights of Third Parties) Act 1999**

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this Act.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

1) Notification of claims (other than in respect of Section 3 Legal expenses)

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **the insurer's** option, result in **your** claim being invalid.

a) Claims other than for legal liability

In the event of an incident likely to result in a claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and proofs that **the insurer** requires within 30 days;
- ii) immediately report to the police any theft, malicious damage, vandalism or loss of property; and
- iii) take all reasonable steps to minimise the claim and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and any assistance that **the insurer** requires within 30 days;
- ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, (other than under Section 3 Legal expenses) **you** should contact.

**Claims Department, Mark Bates Ltd, Premier House, Londonthorpe Road,
Grantham, Lincolnshire. NG31 9SN**

Tel No: 01476 514470 Fax: 01476 591543

Email: claims@markbatesltd.com

For notification of claims under Section 3 Legal expenses refer to page 23 of this policy.

2) **Conduct of claims**

a) **Rights of the insurer**

In the event of a claim **the insurer** may

- i) enter into and inspect any **caravan** where the **damage** has occurred and take charge of any damaged property - no property may be abandoned to them; and
- ii) take over and control any proceedings in **your** name, for the benefit of **the insurer**, to recover compensation from any source or defend proceedings against **you**.

b) **Recovery of lost or stolen property**

If any lost property is recovered, **you** must let **the insurer** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **you** must take it back and **the insurer** will then pay for any damage.

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

Index Linking

The following shall only apply if the basis of claims settlement stated in the **schedule** is "New for Old".

The sum insured stated in the **schedule** for **caravan** and **contents** shall be adjusted monthly in line with the government's General Index of Retail Prices. Should this index not be available another index will be used.

No charge will be made for this during each year, but renewal premiums will be calculated on the adjusted sums insured.

Adjustments will continue from the date of **damage** to the settlement of the resulting claim, provided **you** have not unreasonably delayed notification or settlement of the claim.

SECTION 1 CARAVAN AND CONTENTS

The insurer will pay for the following.

The standard perils

Loss of or damage to the **caravan** and **contents** caused by

- 1) fire, lightning, explosion or earthquake.
- 2) smoke.
- 3) storm or flood.
- 4) escape of water or oil from any interior fixed heating or domestic water installation, washing machine, dishwasher, refrigerator or freezer or the freezing or violent bursting of any fixed heating or water installation.
- 5) theft or attempted theft of the **caravan** or **contents** kept within the **caravan**.

The insurer will not pay for the following.

- 1) **Damage** arising from the use of portable heaters with a naked flame.
- 2) **Damage** resulting from any gradually operating cause.
- 3)
 - a) **Damage** caused by frost.
 - b) Loss of or damage to fences.
 - c) **Damage** caused by water entering the **caravan** through seams or seals.
 - d) **Damage**, unless the **caravan** is securely anchored to the ground at not less than four points of the chassis or it is skirted. This exclusion shall not apply if endorsement 1 is stated as applying in the **schedule**.
- 4)
 - a) **Damage** caused while the **caravan** is **unoccupied**.
 - b) **Damage** caused as a consequence of the freezing of any fixed heating or water installation occurring between 1st November and 31st March, unless the terms set out in **Winter Precautions** on page 6 of this policy have been adhered to.
- 5)
 - a) **Damage** caused by **you**, or by any person lawfully in the **caravan**.
 - b) **Damage** to **contents** occurring while the **caravan** is left unattended, unless entry to the **caravan** involves forcible and violent entry.
 - c) **Damage** to electrical entertainment or computer equipment between the closing and opening dates of the site or whilst the **caravan** is **unoccupied**.
 - d) **Damage** as a consequence of deception.

CARAVAN AND CONTENTS

The insurer will pay for the following.

- 6) riot, strike, labour or political disturbance or civil commotion.
- 7) malicious persons or vandals.
- 8) subsidence or heave of the land upon which the **caravan** stands, or landslip.
- 9) collision involving aircraft, aerial devices or anything dropped from them, vehicles or animals.
- 10) falling trees or branches.
- 11) falling satellite dishes, receiving aerials and their fittings and masts.
- 12) **accidental damage**.

The insurer will not pay for the following.

- 7) **Damage** caused by **you**, or by any person lawfully in the **caravan**.
- 8) **Damage** to patios, drives, paths, decking, verandas, steps, gates, skirting or fencing, unless the **caravan** is damaged by the same cause and at the same time.
- 9) **Damage** caused by domestic pets.
- 12) a) The cost of maintenance.
b) **Damage**
 - i) that is specifically excluded elsewhere in this section;
 - ii) caused by wear and tear, domestic pets, insects, vermin, rot, fungus, atmospheric or climatic conditions or any gradually operating cause;
 - iii) caused by mechanical or electrical defect or breakdown, faulty workmanship or design or the use of defective materials;
 - iv) caused during any process of cleaning, repairing or restoration;
 - v) caused while the **caravan** is **unoccupied**; and
 - vi) clearing or attempting to clear a blockage to **your** drainpipes.

Additional covers

This section extends to include the following additional covers.

1) Additional holiday costs

If the **caravan** is made uninhabitable as a consequence of **damage** insured by standard perils 1) to 12) of this section **the insurer** will pay up to 20% of the **caravan** sum insured for the reasonable additional costs incurred by **you** in order to have or complete a holiday of not less than seven days duration.

This additional cover will not pay for additional costs, unless reasonable evidence that **you** were intending to holiday during the period that the **caravan** was not habitable is made available.

2) Additional costs and expenses

The additional costs of

- a) clearing debris;
- b) delivery and re-siting charges;
- c) emergency repairs to ensure that the structure is safe; and
- d) disconnection and re-connection of services that are **your** responsibility necessary as a result of **damage** insured by this section.

3) Emergency access

Loss of or damage to the **caravan** caused by forced access to deal with a medical emergency or prevent loss of or damage to the **caravan**.

4) Loss of keys

The cost of replacing necessary locks and keys of external doors windows and alarms of the **caravan** following the loss or theft of keys.

5) Ground rent

If the **caravan** is made uninhabitable as a consequence of **damage** for which a claim has been accepted under this section, **the insurer** will pay **your** ground rent pro rata for the time that the **caravan** is repaired or replaced up to a maximum of 90 days, provided that **you** have not unreasonably delayed either repair or replacement of the **caravan**.

6) Fatal accident benefit

A benefit of £25,000 if **you** or **your** spouse separately or together die within three months of an injury caused in the **caravan** by fire or thieves.

7) Freezer contents

Spoilage of domestic food in any freezer in the **caravan** caused by any malfunction or rise or fall of temperature in the freezer.

This additional cover will not pay for spoilage resulting from

- a) the deliberate disconnection of the electricity supply to the **caravan** by the supply authority or any person on behalf of the site owner; or
- b) the electricity supply to the **caravan** being cut off at the meter due to lack of credit.

8) Contents outside

Up to £500 in any one **period of insurance** for **contents** stored in the open within the boundary of the **plot** whilst the **caravan** is being used by **you** and occupied overnight.

9) **Property in store**

Up to £1,000 of **contents** in store one month before or one month after the park closes for the winter

- a) at **your** own private dwelling;
- b) within a unit run by a commercial storage operation; or
- c) within a storage unit operated by the park operators

provided that

- i) the **contents** are stored in a building of non-combustible construction; and
- ii) any incidence of theft is accompanied by forcible and violent entry to or exit from the building.

Claims settlement

New for old

If the basis of claims settlement stated in the schedule is “New for Old” and provided that, at the time of **damage**, the sum insured is not less than the replacement cost and the **caravan** is in a good state of repair, **the insurer** will, at its option, pay the cost of repair or the replacement cost not exceeding the sum insured stated in the **schedule**.

The replacement cost is the cost of replacing the **caravan** as new at the same park. If the make and model is no longer available **the insurer** will pay to replace with a **caravan** of similar size, style, design and specification.

Market Value

If the basis of claims settlement stated in the schedule is “Market Value” or if the **caravan** is not in a good state of repair **the insurer** will, at its option, pay either

- 1) the cost of repair;
- 2) the cost of replacement, less a reduction for wear and depreciation; or
- 3) for reduction in market value caused by the **damage**

provided that **the insurer** will not pay more than the market value at the time of **damage**.

Contents

In respect of clothing and household linen, the cost of repair or replacement less a deduction for wear and tear.

In respect of all other **contents**, the cost of repair or replacement.

The insurer will not pay more than £500 for any single item of **contents**.

The sum insured for **caravan** or **contents** will not be reduced following payment of a claim.

No cash settlement shall be payable other than at **the insurer’s** discretion.

Matching Items

The insurer will not pay for the cost of replacing any undamaged item, or parts of items, forming part of a set, suite or other article of a uniform nature, colour or design when **damage** occurs within a clearly identifiable area or to a specific part.

Underinsurance

If the sum insured is less than the replacement cost **the insurer** will only pay the same proportion of the **damage** as the sum insured bears to the replacement cost.

Sum insured

For the purposes of this policy, sum insured shall include all the property for which **the insurer** is providing insurance for **damage** within the definition of **caravan** or **contents**.

Excess

The insurer shall not be responsible for the first £50 of each and every claim under this section.

SECTION 2 LIABILITY

The insurer will pay for the following.

Your legal liability for accidental death, bodily injury, illness or disease to any person, or **accidental damage** to property arising out of **your** ownership or use of the **caravan**.

Provided that **the insurer's** liability for any one claim or series of claims arising out of any one incident shall not exceed £5,000,000, plus defence costs and expenses incurred by **you** with **the insurer's** consent.

The insurer will not pay for the following.**Liability arising from**

- a) accidental death, bodily injury, illness or disease to **you**, or **your family** or any domestic employee;
- b) accidental death, bodily injury, illness or disease to any person to whom the **caravan** is lent or hired for a fee (unless endorsement 2 is stated as applying in the **schedule**);
- c) **accidental damage** to property which belongs to **you** or **your family** for which **you** or **your family** are responsible;
- d) the ownership or use of any motorised vehicle or lift;
- e) any profession, business or employment that **you** or **your family** are engaged in;
- f) any agreement or contract, unless liability would have applied anyway;
- g) **your** ownership or possession of any animal;
- h) liability arising from the passing on of any infectious disease or any virus, syndrome or illness; or
- i) an award of a court outside the **territorial limits**.

SECTION 3 LEGAL EXPENSES

Additional definitions to this section

The definitions applying to the whole policy as stated in pages 5 and 6 of this policy shall include the following in respect of this section only.

Collective conditional fee agreement	Separate agreement between the insurer and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by the insurer before it is entered into.
Conditional fee agreement	Separate agreement between you and the nominated representative for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by the insurer .
Date of occurrence	The date at which the cause of action first arose.
Legal expenses	The fees, costs, disbursements and other professional charges which the insurer has agreed to fund <ol style="list-style-type: none"> 1) reasonably and necessarily incurred by a nominated representative; and 2) incurred by other parties, in civil cases if you have been ordered to pay them or pay them with the insurer's written agreement.
Legal proceedings	The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the territorial limits , including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure within the jurisdiction of a court or other body in the territorial limits .
Nominated representative	Solicitor, claims negotiator or other suitably qualified person appointed in accordance with the terms of this section. In regards to claims in respect of death or bodily injury, the nominated representative must have signed either a collective conditional fee agreement or a conditional fee agreement with the insurer .

What is covered

The insurer will pay for the types of claim specified below arising from **legal proceedings**, provided that

- i) **the insurer** will not pay under this section in respect of any one claim more than £100,000;
- ii) **the date of occurrence** was within the **period of insurance**; and
- iii) **the insurer** will not pay for more than two claims in any one **period of insurance**.

1) Personal injury

Claims relating to **you** or **your** family's death or bodily injury caused by a specific, sudden and unforeseen event for which a third party is at fault and arising within the **caravan** or **plot**.

2) Property

Claims relating to loss of or damage to the **caravan** or its **contents** for which a third party is at fault.

3) Consumer contracts (including professional negligence)

Disputes arising out of any contract entered into by **you** for the purchase of the **caravan**, provided that the contract or alleged contract was entered into after the inception of this policy.

4) Removal of squatters

Claims relating to the eviction of squatters who have taken occupation of the **caravan**.

The insurer will not pay for

- a) any claim if the squatters are a member of **your family** or any person to whom the **caravan** has been lent or hired;
- b) more than £5,000 for claims occurring in any one **period of insurance**.

5) Attendance expenses

Your actual loss of salary or wages for the time off work to attend any court or tribunal hearing at the request of the **nominated representative** or as a defendant of an admitted claim under this section, provided that

- a) such salary or wages are not recoverable from the relevant court, tribunal or other party or payable by **your** employer without deduction; and
- b) **the insurer's** liability shall not exceed £1,000 for loss of salary or wages in respect of any one claim.

Exclusions to this section

The **insurer** will not pay for the following

- 1) **Reporting of claims**
Any claim reported to **the insurer** more than 180 days after the **date of occurrence**.
- 2) **Mechanically propelled vehicle**
Any claim relating to ownership or use of a mechanically propelled vehicle.
- 3) **Previous knowledge**
Any claim of which **you** were aware, or ought to have been aware, before the inception of this section.
- 4) **Legal expenses not agreed**
Legal expenses incurred
 - a) before **the insurer** agreed to pay them;
 - b) where **you**
 - i) pursue or defend a case without **the insurer's** agreement or in a different manner to or against its advice or that of the **nominated representative**;
 - ii) fail to give proper instructions in due time to **the insurer**, to the **nominated representative** or to counsel or other persons instructed by **the insurer** or the **nominated representative**;
 - c) where the **nominated representative** refuses to act on **your** behalf for any reason other than as the result of a conflict of interest;
 - d) in respect of witnesses, experts or agents interviewed, engaged or called as witness before receiving **the insurer's** written approval; or
 - e) before the issue of formal **legal proceedings**, unless by way of pre-action protocol approved by **the insurer**;
- 5) **Delay and prejudicial acts**
Where **you**, in **the insurer's** reasonable opinion, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **nominated representative** or withdrawing from the case.
- 6) **Other insurances**
For **legal expenses** which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).
- 7) **Fines and penalties**
For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.
- 8) **Disagreement**
Any claim relating to a dispute with **the insurer**.
- 9) **Judicial review**
Any claim relating to any judicial review.
- 10) **Bankruptcy**
When **you** are bankrupt, in liquidation, have made an arrangement with **your** creditors, have entered into a Deed of Arrangement or part or all of **your** affairs or property are in the care or control of a receiver or an administrator.

Conditions to this section

The insurer will not pay for the following

1) Your responsibilities

You must

- a) take all reasonable steps to minimise the amount payable under this insurance;
- b) take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure;
- c) provide **the insurer** with such information regarding **your** claim as **the insurer** may reasonably require; and
- d) notify **the insurer** as soon as is reasonably possible of any circumstances which may give rise to a claim.

2) Nominated representative

- a) **The insurer** can represent **your** interests and negotiate **your** claim directly or through a **nominated representative** at **the insurer's** entire discretion. If **the insurer** chooses to refer **your** claim to a **nominated representative**, it shall confirm this in writing to **you** and explain in more detail the work the **nominated representative** will undertake.
- b) If **the insurer** agrees to the commencement of **legal proceedings**, then **you** have the right to nominate **your** own adviser. **You** must send **the insurer** the name and address of such person before the commencement of any **legal proceedings**. Such adviser must accept **the insurer's** terms of appointment before commencing any work for **you** on its behalf and co-operate with **the insurer** at all times.
- c) **The insurer** may reject any adviser **you** suggest. If **you** do not agree with **the insurer** about the choice of the **nominated representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- d) When a **nominated representative** is appointed **the insurer** will send them a copy of its terms of appointment, which must be accepted by the **nominated representative** before commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **nominated representative** must have signed either a **collective conditional fee agreement** or a **conditional fee agreement** with **the insurer**.

3) Control of the claim

- a) **You** must, at **your** own cost, provide the **nominated representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **nominated representative** when reasonably requested to do so.
- b) **You** must keep the **nominated representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered.
- c) **The insurer** must have direct access to the **nominated representative** at all times. **You** will provide **the insurer** with all information, evidence, legal advice and documents relating to the **legal proceedings** in **your** possession or custody or that of the **nominated representative** upon **the insurer's** request.
- d) **You** must give the **nominated representative** any instructions **the insurer** requires **you** to give without delay.

4) Acceptance of a claim and right to refuse payment

The insurer may refuse to accept a claim or to continue to make payment to **you** where

- a) in the insurer's opinion
 - i) **you** have not disclosed any material information;
 - ii) **you** have failed to provide the insurer or the nominated representative with any relevant information and/or supporting evidence; and
 - iii) **your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- b) in the nominated representative's opinion, **your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the other party.
- c) if the insurer refuses to accept a claim or to continue to make payment to **you**, the insurer shall give the reason(s) in writing to **you**.

5) Reasonable grounds

- a) The insurer may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim.
- b) In all cases, the onus will be on **you** to demonstrate to the nominated representative, or to the insurer's own advisers or counsel, (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other legal expenses relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

6) Payment under this insurance

- a) **You** must inform the insurer of any offer to settle **your** claim. No settlement offer will be accepted without the insurer's consent.
- b) If **you** do not accept an offer the insurer considers to be reasonable, it may refuse to provide any further payment.
- c) The insurer may, at its sole discretion, elect to pay **you** the amount of damages claimed instead of incurring legal expenses to satisfy the insurer's liability under this section.
- d) If any offer to settle the claim is not accepted by **you**, which equals or exceeds the total damages (including any interest) eventually recovered by **you**, the insurer will have no liability in respect of legal expenses incurred after such refusal, unless it has given its written consent to the rejection of the offer.
- e) Following receipt of the relevant accounts, orders or award of a court or tribunal for legal expenses to be paid under this section, payment will be made direct to the nominated representative, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- f) If **you** withdraw from the legal proceedings without the insurer's agreement, cover will cease immediately and the insurer shall be entitled to be reimbursed for any legal expenses previously agreed or paid to **you**, or on **your** behalf, in respect of such legal proceedings.

7) **Recoveries**

The insurer can take legal proceedings in **your** name, at its own expense and for **the insurer's** own benefit, to recover any payment made under this insurance to anyone else. If **you** recover any **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **the insurer**.

How to make a claim

Potential claims should be notified to **the insurer** as soon as possible by utilising the contact details noted below. After the claim is accepted, the matter may be referred to a suitably qualified and experienced professional person for advice and suggested appropriate further action.

For the purposes of this section, claims are handled on **the insurer's** behalf by MSL Legal Expenses Limited and in the event of an incident that may arise in a claim they should be contacted. Reference to **the insurer** in this section in relation to the control and handling of any claim **you** make may refer to either **the insurer** or MSL Legal Expenses Limited acting on **the insurer's** behalf.

Contact details of MSL Legal Expenses Limited are as follows.

No.1 Lakeside Cheadle Royal Business Park Cheadle Cheshire SK8 3GW

Telephone No: **0161 603 2169** quoting "Static Holiday Caravan Insurance" and **your** Static Holiday Caravan Insurance policy number.

POLICY ENDORSEMENTS

Your schedule states if any of the endorsements referred to below apply to this policy.

Endorsement 1 – Anchoring requirement removed

Exclusion 3) d) to the standard perils of Section 1 Caravan and contents of this policy is deleted.

Endorsement 2 – Use whilst lent or hired for a fee

General exclusion 5) of this policy is deleted.

Exclusion b) to Section 2 Liability of this policy is deleted.

Endorsement 3 – Theft cover whilst lent or hired for a fee

This policy shall exclude theft whilst the **caravan** is lent or hired for a fee, unless

- i) entry to the **caravan** involves forcible and violent entry; or
- ii) the **caravan** itself is stolen.

Endorsement 4 – Loss of rent

If the **caravan** is made uninhabitable as a consequence of **damage** for which a claim has been accepted under Section 1 Caravan and Contents of this policy **the insurer** will pay up to 20% of the **caravan** sum insured for loss of rent for bookings made prior to the **damage** that **you** would have received but for the **damage**.

This cover will not pay for loss of rental charges where reasonable evidence of booking prior to the date of **damage** is not available.

Notes



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