



Caravan and Fifth Wheel Policy Document

Welcome to our Caravan and Fifth Wheel policy in association with Sureterm Direct Limited

This insurance is underwritten by Enterprise Insurance Company Plc. "Enterprise" is a company registered in Gibraltar, Registered Number 89698, with a registered office at Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar and is regulated by the Financial Services Commission in Gibraltar. "Enterprise" is licensed to operate in the United Kingdom by the Financial Services Authority under Registration Number 402277.

Your policy is a contract between **us** and **you**. The policy document, current **schedule** and any endorsements combine to show the extent of **your** cover.

The information and any statement of facts provided in the proposal form and the declaration, which **you** have signed, have been relied upon by **us** in entering into this contract.

We agree to insure **you** subject to the terms, conditions, definitions, limitations and exclusions contained or endorsed in this **policy** against liability, loss or damage that may occur during any **period of insurance** for which **you** have paid or agreed to pay the premium and is directly sustained in connection with the **caravan** shown in the **schedule**.

For and on behalf of **Enterprise Insurance Company plc.**

A handwritten signature in black ink, appearing to read "Andrew Flowers", written over a faint, illegible stamp or background.

(Andrew Flowers – Managing Director)

Please read the policy, **schedule** and any endorsements to make sure they provide the cover **you** require.

If they are not correct, or do not meet **your** needs, please immediately return this policy document to the person who arranged this insurance for **you**.

Your policy is designed to be amended easily and **we** will issue a new **schedule** or endorsement each time the policy is altered. **You** must also tell **us** if at any time the sums insured shown in the **schedule** are not enough. Following a claim **we** can make a cash payment, carry out the necessary repairs, or replace the item.

Before **you** accept **our** policy, **you** have 14 days to review **your** policy wording and consider its full terms. If **you** are not totally happy with the policy and have not made a claim, simply write to **us** at the address on the back cover requesting that **your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **your** insurance.

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

Definitions

Certain words in **your** policy wording are printed in bold type and these words and expressions have been given specific meanings as follows.

Caravan

The structure of the touring **caravan** described in the **schedule** together with an awning (provided **you** have paid for this cover), fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring **caravan** or fitted by the manufacturer at a later date.

CaSSOA

The Caravan Storage Site Owners' Association.

Contents

Standard caravanning equipment and all additional items **you** would reasonably take with **you** when using **your caravan** including portable motor movers.

Excess

The amount that **you** will have to pay towards the cost of a claim. **You** should be aware that if more than one **excess** applies, **we** will add these together.

Geographical limits

- i) United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands)
- ii) The European Union, Norway and Switzerland but only for any period of no more than 240 days in any one **period of insurance**.

Home

Within the boundaries of **your** permanent place of residence or **your immediate family** permanent place of residence but excluding communal parking areas and any public road or highway.

Immediate family

Mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

In use

When **you** or **your immediate family** are using or visiting **your caravan** for holiday purposes or when the **caravan** is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from **you** or **your immediate family** using or visiting **your caravan** for holiday purposes provided the **caravan** is kept at **your home** during this 24 hour period.

Money

Cash, bank or currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers.

Period of insurance

The period of time covered by the policy as shown in the **schedule**.

Permanent residence

Any **caravan** not occupied by **you** or **your immediate family** for holiday purposes, but occupied by **you** or **your immediate family** as a main domestic residence whether temporary or permanent.

Schedule

The document **we** give **you** which makes the policy valid and shows **your** name, details of **your** address, the **caravan**, the sums insured, the **caravan storage address** and the policy number.

Storage address

Your home or an address **you** have given **us** and which **we** have accepted.

Unattended

When the **caravan** is **in use** and **you** have temporarily moved away from the **caravan**.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, business goods or equipment, computers or electronic games, binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, pedal cycles, marine equipment, surfboards, sailboards, sporting equipment and portable audio equipment.

We, Us, Our, Company

The underwriters for this policy are Enterprise or Enterprise Insurance Company plc. Registered in Gibraltar No 89698.

The registered office of Enterprise Insurance Company Plc:
Suite 3, 2nd Floor
Icom House
1-5 Irish Town
Gibraltar.

You, Your, Policyholder

The persons named in the **schedule**.

Policy Cover

1. Damage to the caravan and its contents

We will indemnify **you** against loss or damage to the **caravan** and its **contents** caused anywhere in the **geographic limits** by the following.

1. Fire, explosion, lightning and earthquake.
2. Storm or flood.
3. Accidental damage.
4. Malicious acts or vandalism.
5. Theft or attempted theft.

Exclusions

We will not indemnify **you** for

- a) theft of **contents** whilst outside the **caravan**.
- b) theft of or loss or damage to **money, valuables, firearms, wines, spirits and tobacco goods**.
- c) theft of or loss or damage to the **caravan** while the **caravan** is not being used unless it is kept at **your home** or at a **storage address you** have written and told **us** about and which **we** have accepted.
- d) theft of **contents** unless there is evidence of forcible or violent entry or exit to or from the **caravan**.
- e) theft of electronic or electrical equipment whilst left in the **caravan** when it is not **in use**.
- f) accidental damage to **contents** and **valuables**.
- g) loss or damage to **caravan** generators or damage to the **caravan** resulting from using generators.
- h) any **excess** that applies.

Additional extensions

We will pay the extra costs of the following after loss or damage insured by this policy.

1. Emergency removal

If **your caravan** cannot be moved as a result of loss or damage while **in use**, **we** will pay the extra costs **you** reasonably have to pay to

- i) recover the **caravan** from the scene of a road traffic accident;
- ii) remove the **caravan** from the premises of a recovery company to the secure premises of **our** nearest approved repairer; and
- iii) re-deliver the **caravan** to **you** at **your home** or **storage address** as shown in the **schedule**.

2. Loss of use

If **you** cannot stay in **your caravan** as a result of loss or damage while **in use**, and **you** decide to continue with **your** holiday, **we** will pay the extra costs **you** reasonably have to pay for

- i) hotel accommodation costs (not including food and drink) up to £75 a day for up to 14 days; or
- ii) hire costs for a replacement **caravan** up to £75 a day for up to 14 days.

3. Additional contents cover

When the **caravan** is **in use** only and provided the sum insured is adequate to cover the **contents**, **we** will indemnify **you** for loss or damage to outside furniture kept in an awning.

2. Public liability

We will indemnify

- a) **you** against any amounts which **you** legally have to pay for causing accidental bodily injury, death or disease, accidental loss or damage to property arising out of **you** owning, possessing or using the **caravan** or the **contents** which happens within the **geographical limits**.
- b) **you** for defence costs **you** pay or agree to pay with **our** permission in addition to the limit of liability specified below. **We** will cover **your** personal representatives entitled to cover under this section for any liability **you** or they may have. However **you** and they must keep to the terms, conditions and exclusions of this section.
- c) **you** or **your immediate family** for any legal liability as owner or occupier of the **caravan** to compensate others if, following an accident during the **period of insurance**, someone dies, is injured, falls ill or has their property damaged.

Limit of liability

We will pay up to £2,000,000 in connection with any one incident.

Exclusions

We will not indemnify **you** against

- a) liability arising directly or indirectly while **you** are towing the **caravan**.
- b) loss of or damage to property **you** own or are looking after or if it is more specifically insured elsewhere.
- c) liability that arises from the death, injury or illness of **you** or **your immediate family**;
- d) loss of or damage to any property **you**, **your immediate family** or **your** domestic employees own or for which **you** or they are responsible.
- e) third party damage or injury when the **caravan** is attached to the towing vehicle or if it becomes detached when being towed on the public highway. This cover should be provided by the insurers of the towing vehicle

3. Basis of claims settlement

1. The caravan

We will either pay the cost of repairing the **caravan** or, if the **caravan** is lost or damaged beyond economical repair, we may settle the claim as follows.

- a) **New For Old cover**
If **you** suffer a total loss and the **caravan** is within five years of age from the date of manufacture and **you** have been the only owner, we may replace the **caravan** with a new **caravan** of the same make and model. **Your** sums insured must cover the cost of a new **caravan** of the same make and model. **You** must be able to provide the original purchase receipt.
- b) **Agreed Value**
If **you** suffer a total loss and the **caravan** is within five years of age from the year of manufacture and **you** have not been the only owner and **you** purchased the **caravan** from a **caravan** dealer, we may pay the purchase price paid by **you**. **Our** liability shall not exceed the purchase price paid by **you**. If **you** have bought **your caravan** from anybody other than a **caravan** dealer, **you** must be able to provide a valuation from a **caravan** dealer showing the original purchase price paid by **you** reflects the market value of the **caravan**. **Your** sums insured must cover the original purchase price paid by **you**.
- c) **Caravans over five years old**
If neither paragraphs a) or b) above apply, we may pay the retail value of the **caravan** at the time of the loss or damage (as shown in the current edition of Glass's Guide to Caravan Values) less a deduction to reflect pre-accident condition.

2 The contents

We will

- a) pay the cost of repairing damaged items;
- b) pay the cost of replacing lost or damaged items by items of similar quality; or
- c) replace lost or damaged items with items of similar quality.

We may take off an amount for wear, tear and loss in value.

If the sums insured on the **caravan** and **contents** at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

General Exclusions

We will **not** pay for the following.

1. Loss or damage
 - a) to tyres unless caused by an insured peril.
 - b) arising out of road traffic accidents if the **caravan** is not roadworthy.
 - c) to generators or resulting from using generators.
 - d) which happens before the start of this policy.
 - e) caused deliberately by **you**.
 - f) if **you** have not notified **us** of any changes to the storage location or security arrangements of the **caravan**.
 - g) if the **caravan** is loaned, leased or hired to any other person other than **immediate family** members;
 - h) if the **caravan** is being used as a private residence.
 - i) if the **caravan** is being used in connection with any trade, business or profession.
2. Loss or damage caused by
 - a) faulty workmanship, faulty design or using faulty materials.
 - b) repairing, restoring, renovating, cleaning or dyeing.
 - c) mechanical, electrical, electronic or computer failures, breakdowns or breakages.
 - d) wear, tear or loss of value or any other consequential loss.
 - e) wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually.
 - f) water damage or resulting from water leaking in through windows, doors, ventilators, body joints or seals.
 - g) chewing, scratching, tearing or fouling by animals.
 - h) deception, unless deception is used only to gain access or entry to the **caravan**.
 - i) pressure waves from aircraft or other flying objects travelling at or above the speed of sound.
 - j) **you** towing **your caravan** if **your caravan** weighs in excess of 100% of the towing vehicle's kerb weight.
3. Any **excess** that applies, unless the loss or damage occurred whilst the **caravan** was stored or permanently parked at a **CaSSOA** site.
4. More than £250 for any one single item insured under the **contents** section.
5. The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched.
6. Property **you** have insured under any other insurance.
7. Loss or damage or consequential loss or any legal liability directly or indirectly caused by or contributed to, by or arising from
 - a) ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel.
 - b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
 - c) war, invasion, revolution, terrorism or any similar event.
 - d) pollution or contamination.

General Conditions

1. **You** must keep to the terms and conditions of this policy.
2. Whenever the **caravan** is left **unattended** and detached from the towing vehicle, **you** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If left **unattended** while attached to the towing vehicle **you** must fit a wheel clamp.
3. **You** must take all reasonable steps to prevent or reduce loss or damage to the **caravan** and **contents**.
4. **You** must carry a fully operational fire extinguisher at all times when the caravan is in use.
5. Gas bottles must be stored securely when the caravan is in transit.
6. **You** must maintain the **caravan** in a sound, roadworthy condition and keep it in good repair.
7. **You** must not leave awnings up and attached to the **caravan** unless it is **in use**.
8. **You** must write and tell **us** immediately of any changes in **your** circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If **you** do not, **your** policy may not be valid.
9. **We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and get back any **money we** have paid to **you** or **your** representative.
10. If **your caravan** is deemed beyond economical repair during the **period of insurance** of this policy, all cover will end from the date of the loss and **we** will take premiums **you** owe from any amount **we** pay as **your** claim.
11. Under UK law **you** and **we** can choose the law that will apply to this contract. Unless **you** and **we** have agreed otherwise, this contract will be governed by English law. Any disputes will be dealt with only in the English courts.

Claims procedures and conditions

If **you** wish to make a claim, **you** may either contact the intermediary who arranged cover for **you**, who will notify **us** of **your** claim, or **us**.

When submitting a claim form **you** must give **your** policy number.

When **you** become aware of an event which is likely to result in a claim under this policy.

- 1 **You** must
 - a) provide in writing full details of injury or loss or damage as soon as possible and in any event within
 - seven (7) days if caused by riot or civil commotion; or
 - thirty (30) days if from any other cause.
 - b) tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **us** get back and identify the property.
 - c) immediately send **us** every letter, claim, writ or summons without answering them.
 - d) supply at **your** own expense, all reports, certificates, plans, specifications, quantities information and help **we** ask for.
 - e) give **us** all information and evidence, including written estimates and proof of ownership and value, that **we** ask for. **You** must pay any costs involved in doing this.
- 2 **You** must not
 - a) leave any property for **us** to deal with.
 - b) dispose of any damaged items until **we** have had the chance to inspect them.
 - c) repair any damaged items until **we** have had the chance to inspect them.
 - d) admit liability or promise to make a payment without **our** permission.
- 3 **We** may do the following.
 - a) Keep the insured property and deal with the salvage in a reasonable way.
 - b) Negotiate, defend or settle (in **your** name and on **your** behalf) any claim made against **you**.

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- c) Prosecute (in **your** name for **our** own benefit), any other person in respect of any amount **we** have paid or must pay.
- d) Appoint a loss adjuster to deal with the claim.
- e) Arrange to repair the damage to the insured property.
- 4 **You** may do the following without prejudicing **your** position.
- a) Carry out temporary emergency repairs to make good the **caravan** following damage caused by an insured peril. This is limited to necessary boarding up following damage to windows, doors, fan lights and skylights to make the **caravan** secure.
- Our** acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.
- 5 **Our** rights.
- a) **We** may take, or ask **you** to take, any action necessary to get back, from anyone else, any costs **we** have to pay under this policy. **We** may do this before or after **we** pay **your** claim;
- b) **We** may take over the defence or settlement of a claim against **you** by another person.
- 6 Contribution - other insurances.
- If **you** have any other insurance policies which cover the same loss, damage or liability as this policy, **we** will pay only **our** share of the claim.

Cancellation

- 1 If **you** pay an annual premium
- We** may cancel the policy by writing to **you** at **your** last known address confirming that all cover will end 14 days after the date of **our** letter or **you** may cancel the policy by giving **us** written instructions.
- 2 If **you** pay **your** premium by monthly instalments
- We** may cancel the policy by writing to **you** at **your** last known address confirming that all cover will end seven days after the date of **our** letter (if **we** are cancelling the policy because a premium has not been paid); or 14 days after the date of **our** letter (if **we** are cancelling the policy for any other reason).
- You** may cancel the policy by giving **us** written instructions, **you** should also instruct **your** bank to cancel **your** Direct Debit.
- If **you** or **we** cancel the policy, and **you** have not made a claim during the current **period of Insurance**, **we** will refund the premium for any remaining period of cover.

Complaints Procedure

If you have any cause to complain about **your** insurance, or **us**, please contact **your** intermediary (Sureterm Direct) who fully administers the insurance on **our** behalf. Sureterm Direct can be contacted in the following ways:

- By telephoning Customer Services

0845 20 20 230

- By fax

0845 20 20 250

- By e-mail

complaints@sureterm.com

- In writing

Compliance Officer
Sureterm Direct Limited
Sureterm Business Centre
Sovereign Court
Ermine Business Park
Huntingdon
Cambs
PE29 6YL

If **you** are not satisfied with the response from Sureterm Direct, or if you have not received a response within eight weeks of your initial contact, **you** may contact the Financial Ombudsman Service. Their details are:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London
E14 9SR
www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The latter can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

You can check the above details on the Financial Services Authority Register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.