

YOUR CLUB CARE TRAILER TENT/FOLDING CARAVAN INSURANCE POLICY BOOKLET



www.clubcareinsurance.com

01277 243000 S @friendlycover



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INTRODUCTION TO CLUB CARE INSURANCE SERVICES

We would like to thank **You** for taking out this insurance through Club Care Insurance Services and to welcome **You** as a valued customer.

Club Care's insurance is not only competitive but also specially designed for caravan and trailer tent owners. **We** hope **You** will remain a customer for many years and that Club Care's service and quality of cover will tempt **You** to consider **Us** for **Your** household, holiday home, trailer, camping, motor or motor home insurance needs. **Our** full range of insurance products can be found at www.clubcareinsurance.com.

Contacting Us

For new policies, policy changes (including cancellations), claims, or complaints, please contact **Us** as follows:

	Telephone	email	Post
New Policies or Policy Changes	01277 243000		
Claims	01277 243001	claims@clubcareinsurance.com	Burnt Meadow Road, Moons Moat Road North Industrial Estate, Redditch, B98 9PA
Complaints	01277 243020	complaints@clubcareinsurance.com	

Declaring Material and Relevant Facts

You have a duty to make a fair presentation of all material facts and circumstances to **Insurers**. Providing **Insurers** with inaccurate information or failing to tell **Insurers** of anything which may increase the risk may invalidate this policy or lead to claims not being paid or being paid in part only.

To assist **Your** understanding of which facts and circumstances are material and relevant to **Insurers**, here are some key examples:

- Use of Your Unit is it used for holidays, residential or business. Is it rented out?
- Storage is the unit stored in the United Kingdom? Is it in a secure area?
- Security what anti-theft protections such as locks or trackers are in place to protect Your Unit?
- Safety what safety protections such as tyre protection or anti-snaking devices are fitted?
- Taking Your Unit abroad do You travel beyond Europe and how long are You abroad?
- Convictions apart from motoring offences, have You or Your Family been convicted of an offence

Other facts will be shown in the **Evidence of Insurance**. If **You** believe the facts recorded there are wrong or if **You** are in any doubt or require clarification of what must be declared to **Insurers**, **You** should discuss this with **Us** as soon as possible.

Maintenance and Reasonable Care

This policy does not cover maintenance of **Your** property whether such maintenance is routine or is caused by wear and tear. **Insurers** expect **You**, at **Your** cost, to maintain **Your** property in good repair, keep it secure and to take all practical steps to avoid loss or damage.

You should also take care to prevent accidents, Injury or disease. Please see General Condition 3).

INTRODUCTION TO CLUB CARE (continued)

Contract

This policy is a contract of insurance between **You** and **Insurers** by which **Insurers** agree to cover **You** in respect of the risks set out in the sections of this policy shown as insured on the **Evidence of Insurance**, subject to the terms, conditions and exclusions of this policy and in consideration of **You** paying or agreeing to pay the premium.

This policy is made up of a number of documents which must be carefully read together. If this policy does not meet **Your** needs please contact **Us** immediately.

This policy has been signed for and on behalf of Insurers.

Contacts:

Darren Whittington Membership Services Director

The Camping and Caravanning Club Ltd Greenfields House, Westwood Way Coventry. CV4 8JH Club Care Insurance Burnt Meadow Road, Moons Moat Road North Industrial Estate, Redditch, B98 9PA

Club Care Insurance Services is a trading name licensed to Kingfisher Insurance Services Limited ("KISL"), by The Camping and Caravanning Club of Great Britain. KISL is authorised and regulated by the FCA and has been authorised by **Insurers** to issue and administer **Your** policy. KISL's registered address is Level 15, The Gherkin, 30 St Mary Axe, London, EC3A 8EP. Registered in England (Registered Company No. 3441136).

CUSTOMER SERVICE

Full contact details can be found in the introduction on page 2 but **We** can be contacted by telephone on 01277 243000. Alternatively, write to **Us** at **Burnt Meadow Road, Moons Moat Road North Industrial Estate.** Redditch. **B98 9PA**

Our objective is to give an excellent service to all **Our** customers and to deal with any claim helpfully, promptly and fairly. **You** can help **Us** to achieve this objective by:

- reading this policy wording together with Your Evidence of Insurance without delay;
- ensuring that the details **We** have recorded are correct;
- contacting **Us** immediately to correct details or if **You** have any questions;
- keeping **Your** documents in a safe place;
- letting **Us** know if **You** change address or replace **Your Unit**:
- telling **Us** if the sums insured are not up to date as they represent the maximum **Insurers** will pay.

Making Claims

To make a claim please refer to General Conditions for the claims procedure that must be followed. Please contact **Us** by:

• Telephone: 01277 243001

Email: claims@clubcareinsurance.com

Post: Club Care Claims, Burnt Meadow Road, Moons Moat Road North Industrial

Estate, Redditch, B98 9PA

Cancellation Rights

Both **You** and the **Insurers** have the right to cancel this policy. Please refer to General Conditions for greater details.

Complaints

We recognise that on occasion things can go wrong. If **You** are unhappy with the service received under this insurance please contact **Us** by 1277 243020

• Email: complaints@clubcareinsurance.com

Post: Complaints Department, Burnt Meadow Road, Moons Moat Road North Industrial Estate,

Redditch, B98 9PA

On receiving **Your** complaint **We** will send a full response within 3 working days or tell **You** within that time when **You** can expect a response. We operate under guidelines that set an 8 week deadline for a final response.

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction **You** have 6 months in which **You** can refer it to the Financial Ombudsman Service. They can be contacted by:

• Telephone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

The Financial Ombudsman Service website is at www.financial-ombudsman.org.uk. The Financial Ombudsman Service's decision is binding on the lnsurer, but You are free to reject it without affecting You legal rights.

What happens if Insurers cannot meet their liabilities?

Insurers are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event that **Insurers** cannot meet their obligations, **You** may be entitled to compensation. Further information about compensation scheme arrangements is available from the FSCS. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk.

Data Protection

All the information **We** request is necessary to provide quotations, arrange insurance cover and for client relationship management. Personal information will only be used for general insurance purposes including offering renewal, research and statistical analysis and crime prevention. Arranging insurance may involve certain disclosures of personal information to insurers, agents and service providers, industry regulators and our auditors. **We** undertake to comply with the current Data Protection legislation in all **Our** dealings with **Your** personal data. If **You** would like further details about how **We** and **Your Insurers** manage **Your** data and why **We** might share it for insurance purposes, please contact **Us**.

Details of Our Privacy Notice are available at www.clubcareinsurance.com/privacy-policy/

CUSTOMER SERVICE (continued)

For details of how **Your Insurers** collect, use and store **Your** personal data – please visit www.ageas.co.uk/privacy-policy or contact the Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk

DEFINITIONS

The definitions of certain words, shown below, have specific meanings whenever they or their plural or singular counterparts, appear in bold in this policy.

Agreed Value

Following the **Total Loss** of **Your Unit, Insurers** will offer **You** an amount equal to the sum insured shown in **Your Evidence of Insurance** less the **Excess** in settlement of a claim. This offer is subject to the following qualifying conditions:

- In the event of a claim You provide Us with a valuation or proof of purchase document issued by a Recognised Dealer that is dated no more than 15 years before the beginning of the Period of Insurance and which takes the form of one of the following:
 - (a) a proof of purchase in the form of an invoice or receipt showing how much You paid for the Unit or;
 - (b) a valuation certificate issued to You before the current policy terms have been arranged and showing how much the Unit was worth on the date the valuation certificate was issued.
- The sum insured is no more than the amount shown in the valuation or proof of purchase document.

If either of these qualifying conditions are not met, then **Insurers** will settle **Your** claim on a **Market Value** basis

Approved Security Device

An anti-theft device that, in the opinion of **Insurers**, provides sufficient protection for it to be categorised as 'Approved'. Where such devices are declared by **You** they will be identified as 'Approved' in **Your Evidence of Insurance.**

Insurers recognise the benefit of such anti-theft devices by allowing premium discounts and, in the event of the **Unit** being stolen, a lower **Excess**. To qualify for these benefits the anti-theft device must be fitted in accordance with the manufacturers' instructions, be operating at the time of the **Incident** and keys needed to operate them must be held remotely. If **Your Unit** has twin- axles and the anti-theft device is a wheel lock, **You** must protect both wheels on the same side with such wheel locks.

Awning

A tent-like structure made of a weatherproof fabric that is specifically designed to be attached to **Your Unit** and provide shelter.

Contents

Bedding, linen, luggage, general household goods, portable television sets, audio equipment, appliances that are not built-in and **Sports Equipment** belonging to **You** or **Your Family**. This definition does not include **Money** or **Valuables**

Equipment

Tents (including **Pup Tents**), toilet tents, gas bottles, batteries, security devices (including wheel clamps), stabilisers, generators, satellite dishes, solar panels, aquaroll, air conditioning units, camping lanterns and motor movers that are not fixed to **Your Unit**.

This definition does not include **Awnings** or motor movers that are fixed to the **Unit**. Such motor movers fall under the definition of **Unit**

Europe

Any country that is a member State of the European Union, Andorra, Croatia, Faroe Islands, Gibraltar, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Vatican City and transits between those areas.

Evidence of Insurance

The document providing evidence of **Your** contract of insurance with the **Insurers** and identifying the details on which the **Insurers** have based the terms and conditions of this insurance as well as the Sections and amount of cover **You** have bought, the countries in which **You** are covered and the number of days for which cover has been bought for travel outside the **United Kingdom**.

DEFINITIONS (continued)

Excess

The first amount of any one claim (for each separate incident) that **You** pay. **Your Evidence of Insurance** shows the standard amount **You** pay but where a <u>touring caravan</u> is stolen, the standard amount will vary depending on the **Unit**'s location and the security arrangements at the time of the theft. The following table explains those variations:

Approved Security Device fitted?	Other security arrangements for Your touring caravan	Change to Your Excess
Yes	Any apply	Reduced to NIL
No	stored in a Secure Location	No Change
	stored at Home or Temporarily Unattended and protected with both a wheel clamp and a hitch lock	No Change
	stored at Home or Temporarily Unattended but without the protection of a wheel clamp and a hitch lock.	Increased by £150
	stored away from Home but not in a Secure Location	Increased by £400

Family

Your spouse or partner and children, including foster children and anyone **You** have asked **Us** to include and **We** have provided prior written agreement to include them

Home

The house where **You** reside and the surrounding private land but excluding any area where the right of way is not restricted to **Your** exclusive use

Incident

A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss or damage

Insurers

Means Ageas Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and is a Member of the Association of British Insurers ("ABI"). Ageas Insurance Limited's registered address is: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered Number 354568 and Financial Services Register No 202039.

Market Value

Following a **Total Loss**, **Insurers** will assess **Your** loss to be the cost of replacement property of a similar type and age, less a deduction for wear, tear and/or depreciation. However, the maximum amount **Insurers** will pay under any circumstances will be limited to the sum insured shown in **Your Evidence of Insurance**

The effect of wear and tear and/or depreciation will have a greater impact on certain parts of **Your Unit** such as upholstery, curtains, carpets as well as appliances such as fridges, freezers and cookers. For **Your Unit** the **Market Value** will be based on information supplied by Glass's Guide Information Services or, if this is not available, other recognised sources of information such as the Internet.

Money

Currency of any kind, including cash, stamps, bankers drafts, cheques, credit/debit or charge cards or any other type of financial instrument

DEFINITIONS (continued)

New for Old

Following a **Total Loss**, **Insurers** will assess **Your** loss to be the cost of brand new replacement property of the same type or nearest equivalent. Any settlement offer will be on the assumption that the sums insured are adequate and **You** accept such replacements. If the replacement property costs more than the sum insured **You** will have to make up the shortfall but this arrangement will not be offered for property costing more than **Your** assessed loss.

The maximum amount **Insurers** will pay under any circumstances will be limited to the sum insured shown in **Your Evidence of Insurance**. All cash settlements will be offered on a **Market Value** basis only.

Our / Us / We

Club Care Insurance Services who are the administrators of this insurance and who act on behalf of **Insurers**

Period of Insurance

The length of time, shown on Your Evidence of Insurance, during which cover applies

Personal Effects

Belongings that are designed to be worn or carried on or about the person but this does not include **Money**, **Sports Equipment** or **Valuables**.

Property

Comprises the Unit, Awnings, Equipment, Contents, Personal Effects and Sports Equipment

Pup Tent

A small one or two man tent not exceeding 2 metres long or 1.25 metres wide

Recognised Dealer

A caravan dealer based in the **United Kingdom** who buys caravans, campers or trailer tents directly from the manufacturer in order to sell them to the public

Secure Location

Any one of the following:-

- 1. A storage site registered by CaSSOA and meeting their Gold or Silver standard.
- A securely locked compound with a clearly defined perimeter that identifies the site
 as a private area and restricts unauthorised access and has security lighting, closed
 circuit television and daily supervision and inspection.
- 3. A location that is shown in **Your Evidence of Insurance** as being a Secure Location.

Sports Equipment

Fishing rods, wet suits, surfboards and inflatable dinghies that are no more than 4.3 metres long

Temporarily Unattended

When **You** or **Your Family** are not with **Your Unit** and it is not in storage. This definition also includes a **Unit** left with a repairer or dealer for repairs or servicing.

Third Party

Any person other than You, a member of Your Family or an employee of You or Your Family

Total Loss

When **Your** insured belonging is lost or **Insurers** deem it to be damaged beyond economic repair.

Unit

The touring caravan, folding caravan, folding camper or trailer tent as stated in **Your Evidence of Insurance** together with fixed motor movers, fixtures and fittings, integral furniture, upholstery, curtains, carpets and built-in appliances.

This definition does not include motor movers that are not fixed as these fall under the definition of **Equipment**. Likewise, appliances that are not built-in are not included in this definition as they fall under the definition of **Contents**.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man, including transits between those areas

Valuables

Jewellery, gold, silver, precious and non-precious stones and metals, watches, furs, cameras, camcorders and accessories, photographic equipment and binoculars

You/Your

The name of the person shown as insured in the Evidence of Insurance

THE COVER

Please read Your Evidence of Insurance together with this policy

Territorial Limits

Cover is provided for **Incidents** occurring when the **Unit** is in the **United Kingdom** or any other country identified in **Your Evidence of Insurance** for a period not exceeding the number of days shown. *If* **You** *need insurance for other countries or need to increase the number of days when* **You** *are covered abroad, please write to or telephone* **Us** *for a quotation.*

Section One - Unit, Awnings, Equipment, Contents and Personal Effects

What is covered What is not covered **Insurers** will pay the cost to repair or replace **Your**: Insurers will not pay for: The Excess unless the claim arises from the 1) Unit, Awnings and Equipment Total Loss of a Pup Tent that is worth no more 2) Contents and Personal Effects than £50 and, at the time of the Incident, was with Your Unit or on the same pitch on a caravan holiday park where Your Unit was As identified in Your Evidence of Insurance whether sited. being used by You, Your Family or someone else during the Period of Insurance in the circumstances described Depreciation, deterioration, manufacturing below: defects, general wear and tear, damage by pets, moth, vermin, rot, frost, water leakage or any gradually operating process such as rust or damp. Mechanical, electronic or electrical breakdown, failure or damage. 4) Any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument. Any claim arising out of the cessation of any business for any reason including liquidation, insolvency or bankruptcy. 1) Unit, Awnings and Equipment Insurers will not pay for: Physical loss or damage to Your Unit, Awnings and Loss or damage to tents, Pup Tents, Awnings Equipment, directly resulting from an Incident occurring or toilet tents when these are left erected and during the Period of Insurance. unattended for more than 4 days in succession. Following an insured **Incident Insurers** will also pay for: Theft from tents, **Pup Tents** or **Awnings** unless a) the cost of removing a disabled Unit from the they have sides that completely enclose the location of an insured Incident to the nearest interior and they are attached to or next to Your garage, repairer or place of safekeeping Unit b) the necessary storage charges incurred whilst Damage to tyres, unless resulting from an awaiting repair or disposal c) the cost of delivering the Unit: insured Incident to the Unit or by vandalism. from the repairers, or; in the case of a stolen Unit, from the place where Any charges not agreed by **Us** or any storage it was recovered charges other than necessarily incurred whilst to the normal place of storage as shown in the the Unit is awaiting repair or disposal Evidence of Insurance.

Section One - Property (continued)

What is covered	What is not covered	
Replacement Unit Any replacement Unit will be automatically covered up to the amount You paid for it for a period of 14 days from the day You take delivery of the new Unit, pending notification to Us.	Insurers will not pay any claim for Your replacement Unit unless You have told Us about it within 14 days (from when you took delivery of it) together with details of the Unit make, model, year and serial/CRIS number and You have paid any premium due as a result of the change.	
2) Contents and Personal Effects Physical loss or damage to: a) Contents or Personal Effects whilst they are contained in Your Unit, Your Awning or in a vehicle towing Your Unit. b) Inflatable dinghies no longer than 4.3 metres kept by Your Unit or Your towing vehicle. All belonging to You and Your Family	 Insurers will not pay for: Loss of or damage to Contents or Personal Effects when they are in an Awning or Pup Tent unless their sides have been fixed to enclose the interior completely whenever You are away from it. Loss of or damage to any of the following: Money, Valuables, documents, contact lenses, spectacles, motor driven vehicles of any kind or their accessories, mobile telephones, satellite navigation systems, computers and any associated software or hardware devices, any personal audio or visual entertainment devices, cycles or any type of waterborne craft. Theft from the Unit unless forcible and violent means are used to gain entry. Theft or unexplained loss of Contents or Personal Effects that were left in the open at the time of the Incident. However this exclusion does not apply to the theft of inflatable dinghies no longer than 4.3 metres and securely padlocked to Your Unit or Your towing vehicle	
	 5) Any cost of replacing or repairing any undamaged parts of the Contents which form part of a pair or set or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part. 6) Loss or damage to Sports Equipment: unless it is with You or Your Family whilst You are holidaying with Your Unit; directly caused as a result of its use at the time of the Incident. 	

<u>Limit</u>
The maximum **Insurers** will pay is limited to the sums insured set out in **Your Evidence of Insurance**. Within those limits **Insurers** will not pay any more than:

Sports Equipment

Theft from tents or **Awnings**

Contents and **Personal Effects**

Your fuel costs

£250 any single article £125 any single article £500 any single article

£500 any one claim £500 any one claim

£0.45 per mile

unless We have agreed in writing to other limits

Additional Exclusions

Please also see the General Exclusions that are in addition to the exclusions for this Section. Refer to the index on page 1 to find General Exclusions.

Section One - (continued)

Basis of Settlement for claims made under Section One

Insurers will only pay for costs **You** have actually incurred or **We** (on behalf of **Insurers**) have authorised as a result of an insured **Incident.**

Insurers will <u>not</u> pay more than the sums insured shown in **Your Evidence of Insurance** or the other maximum limits shown in this Section, irrespective of the basis of cover chosen or the actual cost to repair or to replace insured property. If the basis of cover does not meet **Your** needs or if the sums insured are inadequate, please contact **Us** as soon as possible. **Our** contact details are shown at the beginning of this policy booklet.

The point at which the cost to repair property becomes uneconomic is subject to many factors. Such decisions will be made solely at the discretion of **Insurers** as will the decision to carry out specialist repairs where appropriate or to replace parts. If **Insurers** decide **Your** property is repairable they will pay up to the sums insured for the appropriate repairs. If **Insurers** decide **Your** property is not repairable, they will declare it to be a **Total Loss**

The basis of cover used for **Total Loss** claims differs as follows, according to the insured property in question:

Insured Property Basis of Cover Used

Unit As shown in the Evidence of Insurance.

New for Old if You can provide a proof of purchase to show that such property was under 5 years old at the time of the Incident.

In all other instances the basis of cover will be

Market Value

Personal Effects Market Value in all cases.

The full meaning of the available bases of cover can be found under "Definitions" in this policy booklet. The Index on page 1 provides the page number.

Cash Settlements

and Contents

Unless the basis of cover is **Agreed Value** and **Your** property suffers a **Total Loss**, all cash settlements will be limited to the cost of property of a similar type and age less a deduction for wear, tear and depreciation.

Failure to use required or declared safety or security arrangements

An initial settlement calculation will presume that at the time of the **Incident**, required or declared security or safety arrangements were in use and operational. As proof that **You** owned such security devices, **Insurers** will require **You** to provide the keys needed to operate them.

If such security and safety arrangements were not in force and the **Incident** was of a type that was affected by their absence then the settlement offer will be adjusted according to whether or not **Insurers** would have accepted the risk on that basis, as shown below.

Would **Insurers** have How **Insurers** will approach settlement accepted the risk?

Yes
 The initial settlement calculation will be reduced by multiplying it by the
premium actually charged and dividing the result by the higher premium that

would have been charged had **Insurers** known the safety or security

arrangement would not be in force.

No Insurers will not pay the claim.

Failure to use safety or security arrangements may also affect the Excess used to calculate your settlement offer

Proof of Ownership

In the event of a **Total Loss** of **Your Unit**, **Insurers** will only settle **Your** claim after **You** have provided proof that **You** owned it at the time of the **Incident**. **We** recommend **You** retain any purchase receipts and that, for touring caravans manufactured after 1992, **You** also hold a CRiS registration document showing **You** as the registered owner.

Obsolete Parts

Where new parts are needed for a repair but they are found to be obsolete or unobtainable then the claim will be limited to the last known list price of the part, together with the appropriate fitting charge.

Repair / Replacing Damaged Parts Only

Claims resulting from loss or damage to panels or windows will be limited to the replacement or repair of the lost or damaged panels or windows only

Section Two - Loss of Use

What is covered What is not covered If Your Unit becomes uninhabitable following an insured **Insurers** will not pay for any cost that does not arise Incident under Section One Insurers will contribute directly from an insured loss in Section One taking towards the costs of: place whilst You are away from Home on holiday 1) Hotel, motel or alternative accommodation; or, with **Your Unit**. The hire of a similar **Unit** to enable **You** to continue the holiday; and/or, Notwithstanding the above, coverage is provided if 2) The cost of recovering Your Contents and You are due to depart on a pre-booked holiday with Personal Effects to Your Home address. Your Unit and repair or replacement cannot be completed by the planned departure date, You having made best endeavours to have Your Unit repaired or replaced.

<u>Limit</u>

The maximum **Insurers** will pay is limited to the sums insured set out in **Your Evidence of Insurance**. Within this overall limit, **Insurers** will not pay more than £250 per day.

Additional Exclusions

Please also see the General Exclusions that are in addition to the exclusions for this Section. Refer to the index on page 1 to find General Exclusions.

What is not covered

Section Three - Liability to the Public

What is covered

The legal liability of You and Your Family or Your legal representative for causing:	Insurers will not pay any costs, damages or compensation for:
accidental death, bodily injury or illness to a Third Party; or,	Liability arising whilst the Unit is hitched to a towing vehicle, being towed or as a result of becoming detached from a towing vehicle.
accidental damage to a Third Party's property;	
happening during the Period of Insurance and arising from the ownership or use of the Unit .	 Damage to property owned by or in the custody of You or Your Family, an employee of You or Your Family, or any person to whom the Unit is lent.
Insurers will pay:	
 Damages or compensation to a Third Party for the injury or damage caused. 	Liability for which compulsory insurance or security is required for any road traffic legislation.
 A Third Party's legal costs incurred in claiming compensation from You as agreed by Insurers or awarded by a court or tribunal. 	4) The legal liability of anyone who is not You , Your Family or Your legal representative unless:-
c) Your legal costs for defending the claim as agreed by Insurers or awarded by a court or tribunal if incurred with Insurers prior written consent.	 a) You have notified Us and We have agreed to this extension in writing and; b) That person is using Your Unit with Your permission and; c) That person observes, and abides by the terms of this Section.

Limit

The maximum amount **Insurers** will pay for any one claim is shown in **Your Evidence of Insurance** including legal costs.

Additional Exclusions

Please also see the General Exclusions that are in addition to the exclusions for this Section. Refer to the index on page 1 to find General Exclusions.

Section Four - Driver Injury / Illness

What is covered

If **You** or any member of **Your Family** are driving a vehicle that is towing **Your Unit** and the driver becomes unwell or is accidently injured such that they cannot continue driving then, on condition that no other passenger is able to take over the driving, **Insurers** will reimburse **You** for:

- 1) The cost of a standard class rail fare for the driver and passengers to return **Home.**
- 2) The necessary cost of returning:
 - a) Your Unit to its place of storage as shown in the Evidence of Insurance.
 - b) The towing car to Your Home.

What is not covered

Insurers will not pay any claim for costs unless the illness or injury occurs during the **Period of Insurance** and in the **United Kingdom** or in other countries that are identified in **Your Evidence of Insurance.**

Insurers will not pay any claim for costs if:

- 1) Another passenger is able to take over the driving.
- The injury or illness was caused directly or indirectly by:-
 - a) Alcohol, narcotic or drug use unless taken as prescribed by a registered medical practitioner.
 - b) You or Your Family participating in driving or riding in any kind of race, rock climbing or mountaineering normally involving the use of ropes or guides, skiing, water skiing, tobogganing, potholing, skin diving, scuba diving, snorkelling, hang gliding, parachuting, hunting on horseback, or any winter sports other than skating.
 - c) Any self-inflicted injury.

Limit

The maximum Insurers will pay under this section is £1,000 in total during the Period of Insurance.

Additional Exclusions

Please also see the General Exclusions that are in addition to the exclusions for this Section. Refer to the index on page 1 to find General Exclusions.

Section Five - Personal Accident and Pet Injury

What is covered Personal Accident

Insurers will pay benefits in the event of **You** or **Your Family** suffering any of the physical injuries listed below caused solely and directly by an accident whilst either:

- on holiday with Your Unit during the Period of Insurance; or,
- 2) hitching, unhitching or working on Your Unit

which within 52 weeks of the date of the accident solely and independently of any other cause results in their:

- a) Death.
- b) Loss of use of one or more limbs or total loss of sight of one or both eyes.
- Permanent total disablement, payable after the incapacity has lasted for 52 weeks.

For the purposes of this Section, disablement means the inability to engage in the usual paid occupation or an occupation with similar remuneration.

What is not covered

Insurers will not pay any amount for:

- anyone whose age does not fall within the bands set out for each benefit in the **Evidence of Insurance** at the time of the accident.
- death, loss or disablement occurring more than 12 months after the bodily injury has been sustained.
- 3) more than one benefit from this policy in connection with the same bodily injury.
- 4) any injury caused directly or indirectly by:-
 - Alcohol, narcotic or drug use unless taken as prescribed by a registered medical practitioner.
 - You or Your Family participating in driving or riding in any kind of race, rock climbing or mountaineering normally involving the use of ropes or guides, skiing, water skiing, tobogganing, potholing, skin diving, scuba diving, snorkelling, hang gliding, parachuting, hunting on horseback, or any winter sports other than skating.
 - c) Any self-inflicted injury.

Pet Injury

Insurers will pay veterinary fees for the treatment of an external physical injury suffered by Your pet whilst with You on holiday with Your Unit during the Period of Insurance

Insurers will not pay any claim unless in respect of fees charged for treatment given to **Your** pet by a qualified veterinary practitioner and such treatment is solely provided to deal with an external physical injury.

Insurers will not pay any veterinary fees to treat an injury suffered before the first day of **Your** holiday.

Limit

The most **Insurers** will pay is:

- 1) Personal Accident
- the benefits set out in Your Evidence of Insurance.
- 2) Pet Injury
- £500 in total in any one **Period of Insurance**.

Additional Exclusions

Please also see the General Exclusions that are in addition to the exclusions for this Section. Refer to the index on page 1 to find General Exclusions.

Section Six - No-claims Discount Protection

The following specific definitions only apply to this Section

Claim A request by You for Insurers to pay out under the terms of this or another insurance

policy designed to indemnify **You** against loss or damage to property that would be protected under this insurance policy, irrespective of the circumstances of the **Incident**

leading to Your request.

On condition that such request was not made fraudulently, this definition does not include requests that have been withdrawn in full by **You** or where any amounts paid by **Insurers**

have been recovered in full from You or a Third Party.

No Claim The reduction on Your premium that is specifically allowed by Insurers to reward You for not making any Claims on Your Policy or because any Claims You have made fall

below a threshold set by **Insurers**.

If You have bought No-Claims Discount protection, Insurers will maintain Your entitlement to No-Claims Discount when calculating the renewal premium even though You may have made one or more claims during the current or prior Periods of Insurance.

The **No-Claims Discount** protection does not protect the overall price of **Your** insurance policy. The price of **Your** insurance policy may increase following an accident even if **You** were not at fault.

Insurers are not obliged to offer this protection for a renewal **Period of Insurance** if **You** have made more than 2 claims in any 3 year period.

General Exclusions applicable to all Sections of this policy

Insurers will not pay for:

- 1) Any loss or damage if Your Unit is:
 - a) being used for trade or business purposes,
 - b) being used as a permanent place of residence,
 - c) used for speed testing, racing or pace-making.
 - d) let for hire or reward
- 2) Any loss or damage to Your Unit when it is being towed unless
 - a) the driver has an appropriate licence for the towing vehicle and **Unit** combination taking into account the weight of any load being transported and;
 - b) the weight of the Unit and its load does not exceed the towing capacity of the towing vehicle
- 3) Loss of use other than provided by Section Two Loss of Use.
- 4) Loss or damage to any property, or any legal liability, or any cost or expense of whatever nature, directly or indirectly caused by, or contributed to, or arising from:
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - c) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in the Republic of Ireland and Northern Ireland riot and civil commotion.
 - d) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 5) Loss or damage to any property, or any cost or expense of whatever nature arising directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of terrorism. For the purpose of this exclusion an act of terrorism means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 6) Loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected **Incident** which occurs in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one **Incident** shall be deemed to have occurred at the time such **Incident** takes place.
- 7) Claims if they are covered by any other insurance.
- 8) Loss of value following any loss, destruction or damage or a claim payment.
- 9) Loss or damage or legal liability directly or indirectly arising from the **Unit** being loaned to any other person other than **Your Family** unless agreed by **Us** in writing.
- 10) Any loss or damage which does not happen within the **Period of Insurance**.
- 11) Loss or damage caused deliberately by You or Your Family

General Conditions applicable to all Sections of this policy

1) Making Claims

To make a claim, Please contact **Us** by:

• Telephone: 01277 243001

Email: <u>claims@clubcareinsurance.com</u>

Post: Club Care Claims, Burnt Meadow Road, Moons Moat Road North Industrial

Estate, Redditch, B98 9PA

Claims paid by **Insurers** will be subject to the conditions set out in this policy, including the following procedures:

- a) You must report to Us any loss, damage, injury, claim or any occurrence likely to give rise to a claim and of the institution of any proceedings being brought against You, as soon as possible. A completed claim form must be returned within 30 days of discovery of the Incident leading to a claim. If You experience difficulty in obtaining estimates these may be provided separately;
- You must, in the event of theft or other malicious **Incident** give immediate notice of loss to the Police:
- c) You must send Us a copy of every letter writ or document immediately You receive them but You must not respond to the sender.
- d) You or any person claiming coverage must give all information and assistance to Us and unless Your claim results from damage to Your Unit where the total cost of repairs is not likely to exceed £400, not negotiate, pay, settle, admit or repudiate any claim without Our written consent, which would be given on behalf of Insurers;
- e) No property may be abandoned to the **Insurers**.

In the event of damage to **Your Unit** resulting in a possible claim, where the total cost of repairs is not likely to exceed £400, **You** may proceed with the repairs without reference to **Us** but **You** must submit the receipted invoice and complete a claim form for **Our** consideration.

Insurers' Rights

Insurers may, at their discretion, take over the defence and settlement of any claim, and at any time, in **Your** name or that of any other person entitled to coverage, seek recoveries and indemnities from other parties.

Observance of Terms

You must observe the terms, exceptions and conditions of all Sections of this insurance.

3) Taking all Reasonable Care

Insurers have agreed to insure **You** on the basis that **You** will look after **Your** insured belongings as though no insurance was in place.

4) Maintenance

You must ensure that Your Unit is maintained in a sound and roadworthy condition as Insurers have offered this insurance on that basis. If Your Unit is not in a sound and roadworthy condition and You suffer a loss as a direct result, Your claim could be rejected.

5) <u>Towing Safel</u>y

You must ensure the towing vehicle is capable of towing Your Unit safely in accordance with the manufacturer's guidelines and that the combination of vehicle and Unit meets the appropriate legal requirements. If the towing vehicle is not suitable for the Unit You could suffer a serious accident and any claim for resulting loss or damage could be rejected.

6) Fraud

Insurers will not pay for any claim that is deliberately exaggerated or where **You** or anyone acting for **You** uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If **You** or they do, or attempt to then all benefits under this policy shall be forfeited and **Insurers**:

- a) will cancel this policy from the date of the fraudulent act
- b) will not refund any premiums
- c) may recover from You any sums paid already paid by them in respect of such claim
- d) may inform the police and fraud prevention agencies of the circumstances

Conditions applicable to all Sections of this policy (continued)

7) Total Loss

In the event of **Your Unit** suffering **a Total Loss** all cover under this insurance will cease from the date of the appropriate claim settlement. Any salvage becomes the property of the **Insurers** and no refund of premium for any remaining **Period of Insurance** will be payable. Any outstanding premium will be deducted from **Your** claim settlement.

Insurers retain the right to offer terms to re-instate cover for a replacement **Unit** but they are not obliged to do so.

8) Your Cancellation Rights

To cancel **Your** policy, please telephone **Us** at 01277 243000. For **Your** protection **We** will ask **You** to confirm cancellation instructions by writing to **Us** at Burnt Meadow Road, Moons Moat Road North Industrial Estate, Redditch, B98 9PA

a) Cooling-Off

You have the right to cancel this policy from the inception date and receive a full refund of premium paid on condition that:

- i) **We** receive **Your** cancellation instructions within 14 days of **You** receiving insurance documentation confirming cover or the inception date of this policy, whichever is later
- ii) Your instructions confirm that cancellation is to take place from the inception date.
- iii) You have not made a claim and are not aware of any Incident that could lead to a claim

If **You** cancel the policy under the Cooling-Off rules, no claims can be made subsequently because the policy will be treated as never having existed.

b) Other Cancellation

You can cancel the policy outside the Cooling-Off rules at any time by writing to **Us** to confirm the date when cancellation is to take effect.

You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** provided no claim has been made during the **Period of Insurance** in which the cancellation is to take effect. If a claim has been made, any refund will be at the discretion of **Insurers.** In all cases, a cancellation charge will be made in accordance with **Our** Terms of Business, which can be found on the back of **Our** covering letter.

9) Insurers' Cancellation Rights

Insurers have the right to cancel this policy at any time by sending 30 days' notice in writing to **Your** last known address. Reasons for cancellation under this condition may include but are not limited to:

- a) a change to the risk which makes it one Insurers would not normally accept
- You failing to co-operate with or provide information to Insurers which affects their ability to underwrite the risk.

If this insurance is cancelled by **Insurers You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **Period of Insurance** and no cancellation charge will be made.

10) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act

11) Law Applicable to the Contract

This policy will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

12) Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

OUR PRODUCT RANGE

We are pleased to offer a wide range of Club Care Insurance policies, many of which are also available online



- Touring Caravan Insurance
- Motorhome Insurance
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- Camping Insurance
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01277 243000

Remember that you can also purchase your Club Care Insurance policies online at:

www.clubcareinsurance.com

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Juniper House, Warley Hill Business Park
Great Warley, Brentwood, Essex CM13 3BE

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