



towergate holiday caravans



Holiday Caravan

Insurance Policy



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Towergate Holiday Caravans

Your Policy is made up of two parts; **Your Schedule of Insurance** and this **Policy** wording. The **Policy** and **Schedule of Insurance** is evidence of the contract between **You** and **Us**.

The **Policy**, the **Schedule of Insurance**, and any **Endorsements** are to be read as one document, and any word or expression used with a specific meaning in any of them has the same meaning whenever it appears.

We will provide the insurance during any **Period of Insurance** for which **You** have paid, or agreed to pay, and **We** have accepted, or agreed to accept, the premium.

There are conditions in the **Policy** which must be complied with because they are conditions precedent to the right to claim from **Us**. These appear in the **Policy**, the **Schedule of Insurance**, and any **Endorsements** and they must be complied with otherwise **We** cannot pay any benefit.

We have listed words which have defined meanings on pages 3 and 4. They are printed in **bold** type whenever they appear in the **Policy**.

You have 14 days to change your mind about this insurance. The 14 days starts from the day after the day you received your policy booklet or the date your insurance cover commenced, whichever is the latest.

For and on behalf of AXA Insurance UK plc.

Contact Information

L Wood & Co Ltd
3 Peel House
Taunton Street
Shipley
West Yorkshire
BD18 3NA

Telephone 01274 714333
Facsimile 01274 714234

L Wood & Co Ltd is Authorised and Regulated by the Financial Services Authority
(the FSA)

Underwritten by

AXA Insurance UK plc
5 Old Broad Street, London EC2N 1AD
Registered Number: 78950
Main Business: Insurance Underwriters

AXA Insurance UK plc is Authorised and Regulated by the Financial Services Authority
(the FSA).



Policy Definitions

We have set out below definitions of certain words or phrases that are repeated throughout the **Policy** and **Schedule of Insurance**. If any of these words or phrases appear in an **Endorsement** to this **Policy**, they will have the same meaning.

Associated costs

The cost of site clearance, debris removal, dismantling, collection, delivery and re-siting.

Schedule of Insurance

The document which describes **You**, the **Sum Insured** and any details of **Your Policy** that are specific to **You**.

Company, we, us, our

AXA Insurance UK plc whose obligations under this **Policy** are several and not joint and are limited solely to the extent of their individual subscriptions and are not responsible for the subscription of any co subscribing syndicate insurer or underwriter who for any reason does not satisfy all or part of its obligation.

Computer System

Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not **Your** property.

Contents

All household goods and personal effects contained in the **Holiday Caravan** but excluding jewellery, furs, gold and silver articles, money, documents of any kind, securities certificates, cheques, telephones of any kind, antiques, paintings, guns, cameras, curios, spectacles, contact lenses of any type, objects d'art, watercraft, outboard engines, pedal cycles, livestock, sports equipment and sports clothing of any kind, items otherwise more specifically insured, being **Your** property or for which **You** are responsible.

Damage/Damaged

Material loss, destruction and/or damage

Endorsements

Any variation or addition to the terms of the **Policy**.

Excess

The first part of any claim which **You** must pay.



Holiday Caravan

The structure of the caravan used as a weekend and holiday home only together with outbuildings used for domestic purposes including all fixtures and fittings and furnishings in accordance with manufacturer's specifications, steps, balconies, decking and gas cylinders chained to the unit.

Household linen

Towels, bed and table linen.

Land

The land belonging to the **Holiday Caravan**.

Market value

The value of the **Holiday Caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss, together with the cost of site clearance, debris removal and dismantling.

New for Old

The cost of replacing the **Holiday Caravan** with its brand new equivalent in the event of a total loss taking into account fees and **Associated costs** as applicable.

Period of Insurance

The length of time the **Policy** lasts as shown in the **Schedule of Insurance**.

Policy

The **Policy** and **Schedule** together are evidence of your contract of insurance with the **Company**.

Sum Insured

The amount insured as shown in **Your Schedule of Insurance**.

Year 2000 Compliant

Neither performance nor functionality of the **Computer System** being affected by dates prior to, during or after the Year 2000.

You/Your

The person(s) named as policyholder on **Your Schedule of Insurance**.

Your family

If **You** are a private individual **You, Your** husband, wife, partner, children (including adopted and foster children), parents and relatives, who all normally live with **You**.



Cover for Private Individuals

We will pay for

A. The Standard Cover

- 1. Damage to the Holiday Caravan** and the **Contents** therein while sited at the address specified in **Your Schedule of Insurance** occurring during the **Period of Insurance**

We will not pay for

A.

The amount of the **Excess** shown in **Your Schedule of Insurance**

1. Damage to:-

- The **Holiday Caravan** whilst used for business purposes other than letting or the loan of the **Holiday Caravan** to **Your Family** relatives or friends for their personal use
- the tyres by punctures, cuts or bursts
- the awnings, fences or gates by storm or flood
- the **Contents** by theft unless
 - i) involving forcible and violent entry into or exit from the **Holiday Caravan** whilst it is let or loaned
 - ii) the **Holiday Caravan** is securely closed and locked when unattended



We will pay for

2. Up to £100 any one claim for loss or damage to freezer food caused by a rise or fall in temperature. By freezer food **We** mean food contained in a domestic deep freezer cabinet

After a claim which is insured under the Standard Cover **We** will pay the following additional expenses or losses which **You** have incurred with **Our** permission

We will not pay for

- electrical and battery powered equipment caused by self heating short circuitry excessive pressure or breakdown unless caused by accidental external means

Damage by:-

- wear tear or depreciation
- insects, domestic pets, wet or dry rot fungus frost atmospheric or climatic conditions or any gradually operating cause
- any process of cleaning dyeing repair or restoration or mechanical or electrical breakdown or derangement

Damage by:-

- water entering the **Holiday Caravan** through its seals or seams
 - or resulting from the bursting or overflowing of water tanks, pipes and apparatus between 1st November and 15th March unless the **Holiday Caravan** is occupied. Central heating systems must be set and maintained as per manufacturers specifications for cover to apply during this period
2. **Damage** caused by a utility supplier deliberately cutting off or reducing the supply to **Your Holiday Caravan**

We will pay for

B. Alternative Accommodation

The reasonable costs for alternative accommodation for **You** for up to 21 days whilst **Your Holiday Caravan** is uninhabitable for more than 24 hours following a loss which is covered under paragraph A

C. Replacement Locks

The cost of replacing locks following the loss or theft of keys or damage to the locks of the external doors of the **Holiday Caravan**

D. Property Owners Liability

We will pay all amounts which You (or after **Your** death **Your** legal representatives) become legally liable to pay due to:

- accidental death of or bodily injury to any person other than a member of **Your Family** or domestic employee, or
- accidental **Damage** to property which does not belong to or is not in the charge or control of **You** or **Your Family** or domestic employees,

happening during the **Period of Insurance** which arises from:

- **You** owning the **Holiday Caravan** and the land upon which the **Holiday Caravan** stands or
- **You** previously owning and occupying any **Holiday Caravan** under Section 3 of the Defective Premises Act 1972

We will not pay for

B.

Any amount exceeding 20% of the **Sum Insured** of **Your Holiday Caravan**

C.

- **Damage** caused by any process of repair or restoration
- the cost of repairing mechanical breakdown

D.

You are not covered for liability arising from:

- any trade or business activity
 - the use of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment)
 - a contract unless **You** would have been legally liable anyway
 - liability for payment of any fines
 - claim(s) made against **You** or for any associated defence costs or expenses of any kind, from any liability arising, directly or indirectly, out of:
 - a) loss of, alteration of, or damage to
- or
- b) a reduction in the functionality, availability or operation of a computer system or programme, hardware, data, information repository,



We will pay for

We will not pay more than £2,000,000 for any one accident or series of accidents comprising one event in addition to:

- legal costs and expenses recoverable from **You** by any claimant, providing these costs and expenses were incurred before the date on which **We** paid or offered to pay either the full amount recoverable in respect of such claim
- costs and expenses incurred by **You** with **Our** prior written consent in the defence or settlement of a claim against **You**.
- directly or indirectly arising out of or resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity

We will not pay for

microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of the Insured's e-activities.

For the purpose of this exclusion, e-activities means any use of electronic networks, including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar medium carried out by the Insured or by any person, persons, partnership, firm or company acting for **You** or on **Your** behalf.

Claims Settlement

1. Basis of Settlement

a) New for Old

If **Your Schedule of Insurance** shows that **You** have selected claims settlement on a **New for Old** basis and the **Holiday Caravan** is less than 15 years old from date of manufacture the following applies **Your Policy**:

If the **Holiday Caravan** is **Damaged**, beyond economical repair, **We** will settle on a **New for Old** basis.

- alternatively, should a cash settlement be required **We** will arrange a cash settlement based on the current **Market Value** at the time of the loss

If the **Holiday Caravan** is **Damaged**, and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Holiday Caravan**

- if **We** know the **Holiday Caravan** is under a hire purchase agreement, **We** will pay the hire purchase company

If the **Holiday Caravan** has not been maintained in good repair **We** will pay the cost of repair or replacement less deduction for wear and tear

For **Contents** **We** will pay the replacement cost of a new item, or **We** will replace it with a new item if **We** choose. This does not include:

- **Household Linen** and clothing, where an amount will be deducted for wear and tear; or

- items that can be economically repaired (including **Household Linen** and clothing) where **We** will pay the cost of repair

b) Market Value

If **Your Schedule of Insurance** shows that **You** have selected a claims settlement on a **Market Value** basis or if the **Holiday Caravan** is 15 years old or more from date of manufacture the following applies to **Your Policy**:

If the **Holiday Caravan** is **Damaged** and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the **Damaged** parts of the **Holiday Caravan**

If the **Holiday Caravan** has not been maintained in good repair **We** will pay the cost of repair or replacement less a deduction for wear and tear

If the **Holiday Caravan** is lost or **Damaged** beyond economical repair **We** will pay the **Market value**

For **Contents** **We** will do the following:

- **We** will pay the replacement cost of a new item less an amount deducted for age, wear and tear
- or replace it with a new item, less an amount deducted for age, wear and tear if **We** choose



- where items can be economically repaired (including **Household Linen**) **We** will pay the cost of repair

2. **Maximum Amount Payable**

The maximum amount payable in respect of any one claim under paragraph A. The Standard Cover is the **Sum Insured** shown in the **Schedule of Insurance**. **Associated costs** as applicable will be deducted from the **Sum Insured**

3. **Automatic reinstatement of the Sum Insured**

The **Sum Insured** will not be reduced following a claim provided **You** carry out any recommendations **We** make to prevent further damage and the damage is made good without delay

4. **Reasonable Endeavour**

Whilst every effort will be made by repairers to complete their work to **Your** satisfaction please remember that some matters are outside of their control.

For example, where panels need to be replaced the exact matching of colour may be impossible due to the age of the **Holiday Caravan** and/or fading of the original colours on panels which are still intact.

Where the manufacturer is no longer trading, the availability of parts and designs cannot be guaranteed

5. **Underinsurance**

If the value of the **Holiday Caravan** and/or **Contents** be greater than the **Sum Insured** specified in **Your Schedule of Insurance** when any loss or **Damage** occurs **You** shall be considered to be **Your** own insurer for the difference and shall bear a proportionate share of the claim cost accordingly.

General Exclusions

1. **You** are not covered for **Damage** to any property or consequential loss or any legal liability directly or indirectly caused by or contributed to or arising from the following:

a) War and Terrorism

Any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

(i) War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

and in respect of all Sections other than Section 1 D Personal Liability

(ii) riot civil commotion and (except in respect of Damage by Fire and Explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland.

Definition

For the purpose of this Policy Terrorism means an act or acts (whether threatened or actual) of any person or persons whether acting alone or on behalf of or in connection with any organisation or government with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence or involving the causing or occasioning or threatening of harm injury or damage of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where the Underwriters allege that by reason of this definition any claim hereunder is not covered by the Policy the burden of proving that such claim hereunder is covered shall be upon the Insured.

This exception applies to all Sections of this Policy

b) Sonic Bangs

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds

c) Radioactive Contamination

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof



- c. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

d) Loss in Value

Loss in value of any property following repair or replacement.

e) Pollution

- i) 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, and
- ii) All loss, damage or injury directly or indirectly caused by such pollution or contamination.

2. Your Policy does not cover any loss (including loss of value) of or damage to the **Land** or any part of the **Land**

3. Your Policy does not cover:

a) Year 2000 Non Compliance

(Not applicable to Section 1 paragraph D Property Owners Liability)

Any claim, loss, liability or expense caused by or arising from directly caused by a **Computer System** not being **Year 2000 Compliant** if such loss or damage is itself covered under this policy

b) Electronic Data

Damage or Consequential Loss 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.

Definitions

Computer Virus is a corrupting instruction that propagates itself via a computer system or network.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

This Exception is applicable to all Sections of this Policy other than Section 1 D

General Conditions

These conditions apply to the whole Policy

1. Reasonable Care

You must take all reasonable care to prevent accidents, safeguard your property against **Damage** and maintain it in a sound condition. **You** must act at all times as if **You** are uninsured and attempt to keep all costs and expenses in respect of any claim to a minimum. **You** must comply with all statutory obligations and regulations.

2. Contribution

If at the time of any **Damage** or liability covered under this **Policy**, **You** have any other insurance which covers the same **Damage** or liability, **We** will only pay a rateable share of the claim.

3. Fraud

All benefit under this **Policy** will be forfeited 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 any benefit under this **Policy**.

4. Cancellation

We can cancel **Your Policy**, or any part of it, by sending **You** 7 days' notice by recorded delivery to your last known address. In these circumstances **We** will repay any unused part of your premium. If **You** wish to cancel the **Policy You** must return it with your current **Schedule of Insurance** and give **Us** 7 days' notice.

Short period rates apply to any mid term cancellation, other than for reason of sale or property or death of insured where a pro rata refund of premium applies.

- Up to 2 months from inception or renewal: 25% of annual premium
- Up to 3 months from inception or renewal: 35% of annual premium
- Up to 4 months from inception or renewal: 40% of annual premium
- Up to 5 months from inception or renewal: 50% of annual premium
- Up to 6 months from inception or renewal: 60% of annual premium
- Up to 7 months from inception or renewal: 65% of annual premium
- Up to 8 months from inception or renewal: 75% of annual premium
- After 8 months from inception or renewal: 100% of annual premium

Please note in the event of a claim during the **Period of Insurance**, there will be no refund of premium due.

We have the right to refuse to invite renewal of this **Policy**, or to change the terms on which this **Insurance** is written.



5. Instalments/Direct Debit

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 4 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

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 **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

6. Law Applicable Clause

You are free to choose the law applicable to this **Policy**. **Your Policy** will be governed by the law of England and Wales.

7. Data Protection Act 1998

It is understood by **You** that any information provided to **Us** regarding **You** or **Your family** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties

Claims Conditions

1. Notification of Claims

(a) Loss of or Damage to Property

In the event of **Damage** to property likely to result in a claim **You** must –

- (i) immediately report to the police any theft, malicious damage, vandalism or loss of property.
- (ii) advise **Us** as soon as reasonably possible and at **Your** expense provide full details and proofs as requested by **Us**.
- (iii) take all reasonable steps to minimise **Damage** and take all practical steps to recover lost property and discover any guilty person.
- (iv) within 7 days of **Damage** by riot, civil commotion, strikes, labour disturbances or malicious persons, deliver to **Us** at **Your** own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurance covering such injury or **Damage**.

(b) Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must –

- (i) advise **Us** immediately and as soon as possible provide full details and assistance as requested by **Us**.
- (ii) immediately send to **Us** any letter of claim, claim form, writ, summons, or other legal document issued against **You** or **Your Family** without answering it.
- (iii) give to **Us** all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected with it.

2. Conduct of Claims

(a) Our Rights

In the event of a claim **We** may –

- (i) enter into and inspect any building where **Damage** has occurred, and take charge of any damaged property but no property may be abandoned to **Us**.
- (ii) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- (iii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.



(b) **Recovery of Lost or Stolen property**

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

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

Claims Reporting Procedure

Follow the steps below

1. Check **Your Schedule of Insurance** and **Policy** wording to see if **You** are covered for the **Damage**. Read carefully any conditions that may apply and the section in the policy 'General Exclusions'.
2. Read the 'Claims conditions' and follow any instructions given.
3. Any claim, or loss or event that may lead to a claim should in the first instance be reported to:

Towergate Holiday Caravans
Towergate House
St Edward's Court
London Road
Romford
Essex RM7 9QD
Telephone: 01708 777740

4. Please do not dispose of any damaged items before **We** have chance to inspect them.

If **You** are a victim of theft or vandalism, tell the police within 24 hours of discovery of the loss or damage by **You** or **Your Family** and ask them for an incident number and then tell **Us** what it is.

What we will do:

Depending on the type of claim and the value involved:

1. **We** may be able to settle the claim from the information **You** have given on **Your** claim form.
2. **You** may be able to start repairs straight away but **You** will need to get estimates for repairs first.
3. **We** may need to contact **You** for more information.
4. **We** may need to send a loss adjuster to find out more about **Your** claim. A loss adjuster specialises in dealing with insurance claims. He or she will report to **Us**. **We** will pay any fee involved

Complaints Procedure

We care about the service that **We** provide for **Our** customers, and **Our** staff make every effort to maintain as high a standard as possible. Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know.



Any enquiry or complaint should be addressed in the first instance to:

Towergate Holiday Caravans
Towergate House
St Edward's Court
London Road
Romford
Essex RM7 9QD

Telephone: 01708 777740
Fax: 01708 777741

If **You** are not satisfied with the way the complaint has been dealt with **You** may contact the AXA Head of Customer Care to review **Your** case without prejudice to **Your** rights in law.

The address is: 7th Floor, Civic Drive, Ipswich IP2 2AN Telephone: 01473 205926
Fax: 01473 205101 or you may use E-mail: customercare@axa-insurance.co.uk

If **We** have given **You** our final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about General Insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Telephone: 0845 080 1800 Fax: 020 7964 1001.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint.

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim.

In all other cases 100% of first £2000 and 90% of remainder of the claim

Endorsements

Refer to your Policy Schedule for applicable endorsements

THC/001 In respect of **Damage** by storm tempest or flood, it is a condition precedent to liability under this **Policy** that **You** have taken all reasonable measures to ensure the **Holiday Caravan** is securely anchored to the concrete base at each corner and side.

THC/002 The **Policy** is extended to cover letting other than to family and friends. Provided the sum insured is adequate the **Policy** is also extended to cover subsequent **Loss of Rent** should the **Holiday Caravan** be rendered uninhabitable.

The definition of **Holiday Caravan** is amended to read as follows:

THC/003 The structure of the caravan, chalet, lodge or cabin used as a weekend or holiday home only together with outbuildings used for domestic purposes including all fixtures and fittings and furnishing in accordance with manufacturers specifications, steps, balconies, decking and gas cylinders chained to the unit.



Towergate Holiday Caravans is a trading name of Towergate Underwriting Group Limited
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