

# Aviva Static Caravan Policy



## Helpful and useful information about your insurance

- Insurance does not cover your caravan against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- It is your responsibility to look after and regularly maintain your caravan. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.
- Your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
  - tell us about changes which could affect your policy (see page 5)
  - make sure that your sums insured are high enough to cover the caravan and contents to be insured (see page 5)
  - take reasonable care of your property (see page 21)
  - ensure that any gas appliances kept in the caravan are subject to a safety check (see page 21)
- It is your responsibility to prove any loss therefore we recommend that you keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

## How to get help...

### Claims service

Should you wish to make a claim under the policy please contact us on 0800 0517 968.

You must provide any relevant information or help that you are asked for that we need to settle your claim. You must not settle, reject, negotiate or agree to pay any claim without our written permission.

### Changes to your policy

If you have any questions, or want to make any changes to your policy call Adrian Flux Insurance Services on: 0344 381 6508.

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

# Contents

Useful information about your Caravan Insurance policy .....	3
Contract of insurance and Information and changes we need to know about.....	5
Definitions .....	7
Caravan .....	10
Contents .....	14
Liability Section .....	19
General Conditions .....	21
General Exclusions .....	25
Complaints Procedure.....	27

## Useful information about your Caravan Insurance policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the Definitions section starting on page 7, unless otherwise shown for any policy section.

Please read **your** policy and the **schedule** carefully to make sure that **you** have the cover **you** need. **You** should contact Adrian Flux Insurance Services immediately if any details are not correct.

Adrian Flux Insurance Services 0344 381 6508

The **schedule** sets out the cover **you** have chosen and **you** may need it if **you** want to make a claim.

### Choice of law

The law of England and Wales will apply to this contract unless:

- a. **you** and **we** agree otherwise; or
- b. at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

### Your cancellation rights

**You** have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

## Useful information about your Caravan Insurance policy continued

To cancel, please contact Adrian Flux Insurance Services.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For **your** cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of this policy booklet.

### Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact Adrian Flux Insurance Services.

### Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

# Contract of insurance and Information and changes we need to know about

## The contract of insurance

This policy is a contract of insurance between **you** and **us**.

The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy booklet;
- information contained on 'The information provided by you' document as issued by **us**;
- **your** schedule;
- any **clauses** endorsed on **your** policy, as set out in **your** schedule;
- any changes to **your** caravan insurance policy contained in notices issued by **us** at renewal;
- the information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew **your** policy.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your** schedule on the terms and conditions of this policy booklet for events happening during the **period of insurance**.

**Our** provision of insurance under this policy is conditional upon all persons who seek to benefit under this policy observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell Adrian Flux Insurance Services immediately if there are any changes to the information set out in the 'Information Provided By You' document or on **your** schedule. **You** must also tell **us** immediately about the following changes:

- any intended alteration to, extension to or renovation of **your** caravan,
- any change to the people insured, or to be insured,
- any change or addition to the **contents** or the **caravan** to be insured that results in the need to increase the amounts insured or the limits that are shown on **your** policy schedule,

## The Contract of Insurance and Information and changes we need to know about continued

- if **your caravan** is to be lent, let, sub-let or used for business purposes,
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of, a criminal offence (other than motoring offences).

If **you** are in any doubt, please contact Adrian Flux Insurance Services on 0344 381 6508.

When **we** are notified of a change, **we** will tell **you** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

# Definitions

Wherever the following words or phrases appear in **bold** in this policy, they will have the following meanings unless otherwise shown for any policy section.

## Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

## Caravan

The structure of the static caravan for which the **schedule** of insurance has been issued, including:

- any veranda
- fixed storage units
- built-in equipment, fixtures, fittings, furnishings and utensils supplied with the caravan at the time of purchase

but excluding:

- television sets
- sheds and other like structures which do not form an integral part of the caravan structure

## Clauses

Changes to the terms of **your** policy. These are shown on **your schedule**.

## Contents

Household goods and personal property all belonging to or the responsibility of **you** and contained in the **caravan**.

The definition of **contents** does not include:

- Property more specifically insured by this or any other policy
- **Motorised vehicles**, caravans, watercraft, aircraft and their accessories
- Animals
- Securities and documents of any kind
- Permanent fixtures and fittings
- Property or money held for any professional or business purposes other than the letting of the **caravan** for reward

## Domestic Employee

A person employed by **you** to carry out domestic duties and not employed by **you** in any capacity in connection with any other business, trade or profession.

## Excess

The amount **you** will have to pay towards each separate claim as shown on **your schedule**.

## Heave

Expansion or swelling of the land beneath the **caravan** resulting in upward movement.

## Indemnity cover

The full cost of repair or replacement with a deduction for age, wear and tear and depreciation.

## Landslip

Movement of land down a slope.

## Motorised vehicle

Any electrically or mechanically powered vehicle, other than:

- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see [www.gov.uk/electric-bike-rules](http://www.gov.uk/electric-bike-rules) for more information).

## Period of insurance

The period of time covered by this policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

## Personal money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premiums bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

## Schedule

The document which gives details of the cover and **sum insured** limits **you** have under this policy.

## Settlement

Downward movement of the land beneath the **caravan** as a result of compaction due to the weight of the **caravan**.

### Subsidence

Downward movement of the land beneath the **caravan** that is not a result of **settlement**.

### Sum Insured

The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any **clause**.

### Valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery, watches and furs.

### We/Us/Our

Aviva Insurance Limited

### You/Your

The person (or people) named on **your schedule**, their domestic partner and members of their family (or families) who are permanently living with them and their foster children who live with them.

## Caravan

***Your policy does not cover wear and tear. Please refer to page 1 'Helpful and useful information about your insurance' for more information.***

Under the Caravan or Contents Section we will not cover:

- the **excess** shown on **your schedule** for each and every claim (excess not applicable to Additional Cover 1 – Loss of Rent)
- damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by an approved tradesperson
- anything set out in the General Exclusions section of this policy booklet.

### Insured Events

We will provide cover for loss of or damage to the **caravan** up to the **sum insured** stated in **your schedule**, caused by any of the following:

1. a) Fire, explosion, lightning or earthquake.  
b) Smoke.

Under (b) we will not cover loss or damage that happens gradually.

2. Storm or Flood.

We will not cover loss or damage:

- caused by frost
  - to fences, gates, hedges, awnings or toilet tents
  - caused by storm or flood arising from the overturning of any **caravan** unless such **caravan** is anchored to the ground at all four corners of the chassis by a suitable anchorage except during the 48 hours following delivery to a caravan park or movement within such a park by the park owner or any of its employees
  - that happens gradually.
3. a) Riot, civil unrest, strikes, or labour or political disturbances.  
b) Malicious people or vandals.

Under (b) **we** will not cover loss or damage:

- caused by paying guests, tenants or **you**.

4. Being hit by:

- a) aircraft or other flying objects or items dropped from them;
- b) vehicles or animals.

Under (b) **we** will not cover loss or damage caused by domestic animals.

5. a) Escape of water or oil from water tanks, pipes, equipment or fixed heating systems.
- b) Water freezing in tanks, equipment or pipes.

**We** will not cover loss or damage:

- in respect of any **caravan** which is empty or not in use during the period from 31st October until 1st March in respect of escape of water from any tank apparatus or pipe unless the main stop cock to the **caravan** has been turned off
  - by **subsidence, heave** or **landslip** caused by water escaping.
6. Theft or attempted theft.

**We** will not cover:

- loss or damage caused by paying guests, tenants or **you**;
  - theft which does not involve someone breaking into or out of the **caravan** by using force or violence or getting into the **caravan** by deception;
  - theft of property in transit;
  - theft of property in the open.
7. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.
8. **Subsidence** or **heave** of the land on which the **caravan** stands, or **landslip**.

**We** will not cover:

- damage if **you** knew when this policy started that any part of the **caravan** had already been damaged by **subsidence, heave** or **landslip**, unless **you** told **us** about this and **we** accepted it;
- damage caused by riverbank or coastal erosion;

- damage caused by **settlement** or by shrinkage or expansion of parts of the **caravan**;
- damage caused by faulty or unsuitable materials, design or poor workmanship.

#### 9. Falling trees or branches

If **we** accept a claim for damage to the **caravan** by falling trees **we** will also pay reasonable costs **you** have to pay for removing from the land:

- a) the fallen part of the tree;
- b) the tree if it has been totally or partly uprooted.

**We** will not cover costs **you** have to pay for:

- removing the part of the tree that is still below ground;
- restoring the area around the **caravan**.

#### Accidental damage to the caravan

This extension to cover applies only if it is shown on **your schedule**

All other **accidental damage** to the **caravan** that is not covered by the items above.

**We** will not cover:

- the **excess** shown on **your schedule**;
- damage caused by wear and tear, **settlement** and shrinkage, vermin, insects, fungus, weather conditions, or any damage which happens gradually;
- damage caused by water entering the **caravan** except under Event 2 – Storm or Flood and Event 5 – Escape of Water;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by faulty or unsuitable materials, or design, or poor workmanship;
- damage caused by mechanical or electrical breakdown or derangement;
- damage caused by **caravan** alterations, renovations, extensions or repairs;
- damage excluded under **cover** items 1 to 9;
- maintenance and normal redecoration costs;
- damage to property in transit;
- anything set out in the General Exclusions section of this policy booklet.

## Additional Covers

### 1. Loss of Rent

If the **caravan** is damaged by any cause covered under the Cover sections 1 – 10 and as a result cannot be lived in resulting in an actual reduction in rent received **we** will pay any rent that would have been payable to **you**, to a maximum of £200 per week and £800 overall.

### 2. Fixed glass and sanitary fittings

**We** will provide cover for **accidental damage** to fixed glass and sanitary fittings which form part of the **caravan**.

### 3. Replacement locks

If keys to the external locks of the **caravan** are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms up to a maximum of £250.

### 4. Damage to Services

**We** will provide cover for **accidental damage** to cables and underground pipes which provide services to or from the **caravan** that **you** are legally responsible for.

**We** will not cover damage due to a fault or limit of design, manufacture, construction or installation

# Contents

This extension to cover applies only if it is shown on **your schedule**.

## Insured Events

We will provide cover for loss of or damage to the **contents**, up to the **sum insured** stated in **your schedule**, caused by any of the following:

1. a) Fire, explosion, lightning or earthquake.  
b) Smoke

Under (b) **we** will not cover loss or damage that happens gradually.

2. Storm or Flood.

We will not cover loss or damage:

- caused by frost
- that happens gradually.

3. a) Riot, civil unrest, strikes, or labour or political disturbances.  
b) Malicious people or vandals.

Under (b) **we** will not cover loss or damage:

- caused by paying guests, tenants or **you**.

4. Being hit by:

- a) aircraft or other flying objects or items dropped from them;
- b) vehicles or animals.

Under (b) **we** will not cover loss or damage caused by domestic animals.

5. a) Escape of water or oil from water tanks, pipes, equipment or fixed heating systems.  
b) Water freezing in tanks, equipment or pipes.

We will not cover loss or damage:

- in respect of any **caravan** which is empty or not in use during the period from 31st October until 1st March in respect of escape of water from any tank apparatus or pipe unless the main stop cock to the **caravan** has been turned off
6. Theft or attempted theft.

We will not cover:

- loss or damage caused by paying guests, tenants or **you**;
  - theft which does not involve someone breaking into or out of the **caravan** by using force or violence or getting into the **caravan** by deception;
  - theft of property in transit;
  - theft of property in the open.
7. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.
8. **Subsidence** or **heave** of the land on which the **caravan** stands, or **landslip**.

We will not cover:

- damage if **you** knew when this policy started that any part of the **caravan** had already been damaged by **subsidence**, **heave** or **landslip**, unless **you** told **us** about this and **we** accepted it;
  - damage caused by riverbank or coastal erosion;
  - damage caused by faulty or unsuitable materials, design or poor workmanship.
9. Falling trees or branches

### Accidental Damage to contents

This extension to cover applies only if it is shown on **your schedule**.

All other accidental damage to the **contents** that is not covered by the items above.

We will not cover:

- the **excess** shown on **your schedule**;
- damage caused by wear and tear, **settlement** and shrinkage, vermin, insects, fungus, weather conditions, or any damage which happens gradually;

- damage caused by water entering the **caravan** except under Event 2 – Storm or Flood and Event 5 – Escape of Water;
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by faulty or unsuitable materials, or design, or poor workmanship;
- damage caused by mechanical or electrical breakdown or derangement;
- damage caused by **caravan** alterations, renovations, extensions or repairs;
- games consoles, audio/visual equipment, laptops or computer equipment designed to be portable;
- digital/video cameras and satellite navigation systems;
- radio transmitters, mobile phones and hearing aids;
- damage excluded under **cover** items 1 to 9;
- maintenance and normal redecoration costs;
- damage to **valuables, personal money** and securities of any description;
- damage to property in transit;
- anything set out in the General Exclusions section of this policy booklet

## Claims Conditions

### 1. Sum Insured Condition

For **caravans** that are up to 10 years old from the date that they were bought as new, the **sum insured** must be adequate to cover the cost of replacing the **caravan** as new as at the commencement date of the insurance or at a subsequent renewal date. However, for **caravans** over 10 years old, **you** should make an appropriate allowance for wear tear and loss in value.

If at the time of a loss the **sum insured** is too low, **we** will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear.

### 2. Settling Claims

**We** can choose to settle **your** claim by:

- replacing;
- reinstating;
- repairing;
- payment.

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of **us** providing the replacement.

### Hire Purchase

If **we** know **you** are paying for **your caravan** by hire purchase or under a leasing agreement then **we** will do either of the following:

1. If **we** are paying the cost of replacing the **caravan**, **we** will pay the proceeds of the claim to the company which **you** are buying or leasing **your caravan** from. If **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference.
2. If **we** replace the **caravan**, **we** must have the permission of the company **you** are buying or leasing **your caravan** from.

Interest on any outstanding payments is not covered.

### 3. What we will pay

#### Caravans

The most **we** will pay for loss or damage arising out of one incident is the **sum insured** shown on **your schedule** unless otherwise stated.

In respect of **caravans** that suffer damage **we** will pay the full cost of repair or replacement unless:-

- the **caravan** is more than 10 years old
- in which case **Indemnity Cover** will apply.

If **we** accept a claim for **your caravan** **we** will also pay for the following:

- a) The cost of professional fees necessarily incurred in the reinstatement of the **caravan** up to a maximum of £500.
- b) the cost of removing debris, dismantling, demolishing, shoring up and propping portions of the **caravan** but excluding any costs or expenses
  - i). incurred in removing debris from outside the area at which the damage has occurred other than from the area immediately adjacent.
  - ii). arising from pollution or contamination of property not covered by this insurance provided that **we** shall not be liable for any amount payable in excess of £1,000
- c) The cost of meeting municipal or local authority bye-laws and regulations.

- d) Cost of protection and removal of the **caravan** to the nearest repairers and re delivery of the **caravan** after repair or replacement.
- e) The cost incurred in refilling fire extinguishing appliances.
- f) Any necessary boarding up or temporary glazing pending replacement of broken glass
- g) The cost of removing and re-fixing window fittings and other obstacles to replacement.

### **Contents**

In respect of **contents** that suffer damage **we** will pay the cost of repairing or replacing the **contents** up to the limit shown on the **schedule**. **Our** liability in respect of any single item of **contents** will be limited to £300.

### **4. What we will not pay**

Under 2(a) **we** will not cover fees for preparing any claim.

Under 2(c) **we** will not cover any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage.

**We** will not pay for any reduction in the market value of the **caravan** as a result of an insurable event.

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair);
- a suite;
- any other item of a uniform nature, design or colour, including carpets;

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

## Liability Section

### Your liability to the public

We will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- accidental death, bodily injury or illness;
- accidental loss of or damage to property;

happening during the **period of insurance** and arising:

- from **you** owning the **caravan**;
- from **you** occupying (not owning) the **caravan**;
- under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **caravan you** previously owned and occupied or leased and occupied.

If the Caravan or Contents Section of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any **caravan** insured by the Caravan or Contents Section before the policy was cancelled or ended.

We will pay:

- Damages or compensation to a Third Party for the injury or damage caused.
- A Third Party's legal costs incurred in claiming compensation from **you** as agreed by **us** or awarded by a court or tribunal.
- **Your** legal costs for defending the claim as agreed by **us** or awarded by a court or tribunal if incurred with **our** prior written consent.

We will not pay more than the limit shown on **your schedule** for any one incident.

We will not cover liability in connection with:

- any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- loss of or damage to property which belongs to **you**, **your** family or is in **your** care;
- any **motorised vehicle**;
- any agreement except to the extent that **you** would have been liable without that agreement;

- **your** trade, business or profession;
- the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance;
- boats, boards and craft designed to be used on or in water, other than:
  - those only propelled by oars or paddles;
  - pedestrian-controlled toys or models;
- deliberate or malicious acts;
- transmission of any communicable disease or virus by **you**;
- dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- death, bodily injury or illness to **you** or **your** family.

#### *Defective Premises Act 1972*

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website ([opsi.gov.uk](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.

#### *Dangerous Dogs Act 1991*

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([opsi.gov.uk](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.

# General Conditions

These conditions apply to all sections of the policy,

## 1. Important Notice – Information we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

If the information provided by **you** is not complete and accurate:

1. **we** may cancel **your** policy and refuse to pay any claim, or
2. **we** may not pay any claim in full, or
3. **we** may revise the premium and/or change any **excess**, or
4. the extent of the cover may be affected.

## 2. Your duty to prevent loss or damage

**You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.

**You** must keep property that is insured under **your** policy in good condition.

**You** must ensure that any gas appliances kept in the **caravan** are subject to an agreed periodical safety check by a competent tradesperson.

**Your** policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

## 3. Your policy

The following elements form the contract of insurance between **you** and **us**, please keep them in a safe place:

- **your** policy booklet;
- information contained in the 'Information Provided By You' document as issued by **us**;
- **your** schedule;
- any **clauses** endorsed on **your** schedule;
- changes to **your** **caravan** insurance policy contained in notices issued by **us** at renewal.

## 4. Claims

### Your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy, **you** must:

- a) tell the police immediately about any property which has been lost, stolen or damaged by riot or civil commotion or has been maliciously damaged, and get a crime reference number;
- b) contact **us** on 0800 0517 968 as soon as reasonably possible, and in the case of claims involving damage by riot or civil commotion, not less than 7 days after becoming aware of the damage and provide all relevant information **we** need to settle **your** claim;
- c) do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**;
- d) call **us** on 0800 0517 968 if **you** receive any information or communication about the event or cause;
- e) avoid discussing liability with anyone else without **our** permission.

### Proof of value and ownership

It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim

### Our rights

- a) **We** will be entitled, at **our** cost, but in **your** name, to:
  - take legal proceedings for **our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - take over and conduct the defence or settlement of any claim.

**We** will have full discretion in the conduct of any legal proceedings and in the defence or settlement or any claim.

- b) No property may be abandoned to **us**.

### Limit

For any claim or series of claims involving legal liability covered by this policy, **we** will pay:

- a) up to the limit shown on **your** schedule (less any amounts already paid by **us**); or
- b) any lower amount for which **we** can settle **your** claim.

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming any costs and expenses incurred by **us**.

## 5. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

## 6. Other Insurance

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, **we** will not make any payment under the **Liability Section** for liability arising from **you** occupying (not owning) the **caravan** until all cover under that other insurance is exhausted.

### Important Note

This condition will not have the effect of leaving **you** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

## 7. Cancelling this policy

### Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term.

If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

To cancel please contact Adrian Flux Insurance Services.

### Our right to cancel

**We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known postal address and/or email address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If payment is not paid when due **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter we will take no further action. If **we** do not receive payment by this date **we** will cancel the insurance from the cancellation date shown on the letter.
- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See the 'Claims' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'Contract of insurance and Information and changes we need to know about' section in this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

#### Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

When **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

## 8. Your duty to keep to the conditions of this policy

To be covered by this insurance **you** must keep to the terms and, conditions of this policy.

## 9. Joint policyholders

If there is more than one policyholder named on the policy any of them can amend the policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that person's personal representatives (if he or she has died).

# General Exclusions

These apply to all sections of the policy

This policy does not cover:

## 1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

## 2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a) the use or threat of force and/or violence  
and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism exclusion applies only in respect of the Caravan or Contents section of this policy.

### 3. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

any action taken in controlling, preventing, suppressing or in any way relating to  
1) War or 2) Terrorism.

### 4. Radioactivity

Loss, damage or liability which involves:

- a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

### 5. Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

### 6. Pollution or Contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified;
- b. oil leaking from a domestic oil installation at the **caravan**.

### 7. Deliberate or Criminal Acts

Any loss or damage

- deliberately caused by; or
- arising from a criminal act committed by;

**you**, or by any other person living with **you**.

### 8. Events before the cover start date

Loss, damage, injury or liability which occurred before the cover under this policy started.

# Complaints Procedure

## Our Promise of Service

**Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

## What will happen if you complain

- **We** will acknowledge **your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, to seek resolution by contacting: Adrian Flux Insurance Services.

If **you** are unhappy with the outcome of **your** complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (Calls from UK landlines and mobiles are free) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.







**Aviva Insurance Limited**

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Authorised by the Prudential Regulation Authority and regulated by  
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