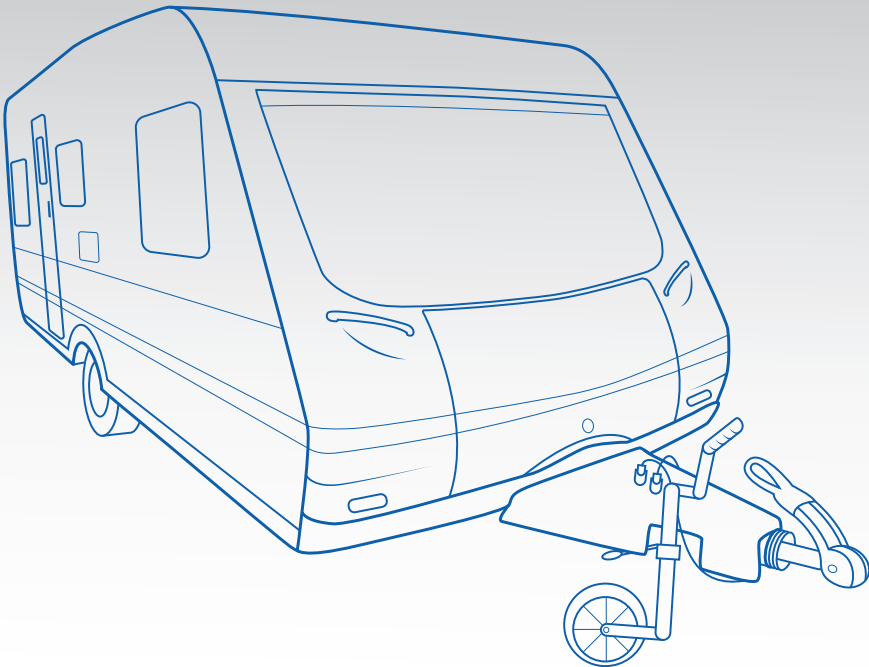


Static & Touring Caravan Insurance Policy

www.markerstudy.com



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**Need to make a claim?
Call the Claims Helpline
(Mon - Fri 9am - 5pm):
0330 024 0476**

Please call within 24 hours of you becoming aware of the incident.

Introduction

Thank you for choosing to purchase an Insurance policy arranged by Markerstudy Insurance Services Limited.

This Policy Document is evidence of a legally binding contract of insurance between you (the Insured) and us (Markerstudy Insurance Services Limited on behalf of the authorised insurer, details of which can be found on your certificate of motor insurance). This contract is entered into on the basis that:

- you have taken all reasonable care to answer all questions asked honestly, accurately and to the best of your knowledge; and
- any other information given either verbally or in writing by you, or on your behalf at the time you applied for insurance is also complete; and
- the information supplied has been given honestly and to the best of your knowledge and belief.

The information that you have given to us is shown on your signed proposal form or statement of fact or statement of insurance but will also include further information given either verbally or in writing by you or on your behalf at the time you applied for insurance.

You must read this policy document and the Policy Schedule together. The Policy Schedule tells you which sections of the policy apply. Please check both documents carefully to make certain they give you the cover you want.

We have arranged to insure you against liability, loss or damage that may occur within the geographical limits of the policy during any period of insurance for which you have paid, or agreed to pay the premium. The cover provided is subject to the terms, conditions and exceptions contained in this policy document or in any endorsement applying to this policy document.

Nobody other than you (the Insured), us (Markerstudy Insurance Services Limited) or the insurer has any rights that they can enforce

under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy.

Signed for and on behalf of the Insurers by:



Gary Humphreys

Group Underwriting Director

Markerstudy Insurance Services Limited

Several Liabilities Notice

The obligations of the co-insurers under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100 or 0800 678 1100.

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

Definitions

The words or phrases shown below have the same meaning whenever they appear in this policy document or in the schedule or endorsements. So that you can easily identify these words and phrases they are shown in bold print throughout this policy document.

Authorised user

Your partner and any immediate family member who permanently resides at your home or any person that has been disclosed on the proposal form/statement of fact and is named on the schedule.

Caravan

The structure of the caravan described in the schedule, that is owned by you or for which you are legally responsible, together with an awning, fixed motor mover (Touring Caravans), fixtures and fittings included in the manufacturer's original specification or supplied with the caravan and any additions or alterations which have been notified to us and accepted by us.

Cover does not apply if your caravan is used as a temporary or permanent residence.

Contents

Standard caravanning equipment and all additional items you would reasonably take with you when using your caravan which are owned by you or for which you are legally responsible. A single article limit of £250 applies in respect of items covered by this definition.

Valuables are not included within this definition.

Endorsement

A change in terms of this insurance, which replaces or alters the standard insurance wording.

Excess

An amount you have to pay towards the cost of a claim under this insurance.

You have to pay this amount regardless of the circumstances leading to the claim.

Geographical limits

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands. For touring caravans this also includes any country within the European Union, Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland or the Vatican City, for a period not exceeding 90 days in any one period of insurance.

Home

Within the boundaries of your permanent place of residence as disclosed on the proposal form/statement of fact.

Immediate family member

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

Insured perils

Caravan

- fire, explosion, lightning and earthquake;
- storm or flood;
- accidental damage;
- malicious acts or vandalism;
- theft or attempted theft.

Contents

- fire, explosion, lightning and earthquake;
- storm or flood;
- malicious acts or vandalism;
- theft or attempted theft.

In use

When you or an authorised user is using or visiting your caravan for holiday purposes or when the caravan is attached to a towing vehicle.

This definition also extends to include:

- a 24 hour period whilst your caravan is at your home immediately prior to it being used for holiday purposes by you or an authorised user; and
- a 24 hour period whilst your caravan is at your home immediately following on from it having been used for holiday purposes by you or an authorised user.

Insurance intermediary

The intermediary who has placed this insurance with us, acting on your behalf as your agent and through whom all matters concerning this insurance are handled.

Licensed Caravan Site

A supervised site which allows touring caravans to reside on a temporary basis, which is licensed by the appropriate local council authority and is officially registered.

Licensed Static Caravan Site

A supervised or serviced CaSSOA approved caravan site. This is the site and site address where your static caravan is situated and which has been declared to us and accepted by us and is shown in your schedule.

Money

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

Partner

The person you are married to or live with as if you were married.

Period of insurance

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

Permanent residence

Any caravan not occupied by you or an authorised user for holiday purposes, but occupied by you or an authorised user as a main domestic residence whether temporary or permanent.

Proposal form

The application for insurance and declaration completed by you or on your behalf and signed by you. We have relied on the information provided on this form in entering into this contract of insurance.

Statement of Fact

The form that shows the information that you gave us or that was given on your behalf at the time you applied for insurance. We have relied on the information provided on this form in entering into this contract of insurance.

Schedule

The document we give you which forms part of this insurance contract and shows your name, details of your home, the caravan, the sums insured, the storage address for your caravan and the policy number.

Storage address

Your home or an address you have given us as the location at which your touring caravan is stored when not in use and which we have accepted.

Sum insured

The caravan - This is a figure set by you which should represent the full repair cost of the insured caravan. The most we will pay is the sum insured for the caravan shown on the policy schedule unless we are dealing with a claim under the 'Replacement as New' section of the policy.

Contents - This is a figure set by you which should represent the full replacement cost of the insured contents. The most we will pay is the sum insured for contents as shown on the policy schedule.

Terrorism

Terrorism as defined in the Terrorism Act 2000.

Unattended

When the caravan is in use and you or an authorised user has temporarily moved away from the caravan.

Under-insurance

If the market value or the cost of repairing or rebuilding the caravan is more than the sum insured at the time of any loss or damage, you will have to pay a share of the claim. For example, if your sum insured only covers one-third of the cost of your caravan, we will only pay one-third of the claim.

Unoccupied

Where the caravan is not in use and is not occupied overnight.

Unusable

Not fit for human habitation.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, tablet computers, laptops, personal digital assistants (PDAs), portable electronic reading devices, binoculars, telescopes, mobile phones or pagers, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We, Us, Our, Company

Markerstudy Insurance Services Limited for and on behalf of the insurance company as specified in the certificate of insurance.

You, Your, Policyholder

The person(s) named in the schedule.

Notification of changes which may affect your insurance

To keep your insurance up to date please notify us straight away via your insurance intermediary about changes which may affect your cover.

Some examples are:

- If you change your home or storage address.
- If you move your caravan from the licensed static caravan site.
- If you change your caravan.
- If your caravan is to be used as a permanent residence.
- If you or an authorised user is convicted of any criminal offence.
- Your caravan is used in connection with any trade, business or profession.
- If you change or remove the security device fitted to your caravan.

You will be notified of any changes in the policy terms or of any additional premium due.

Your caravan identification number

All touring caravans manufactured after 1992 must be registered with the Caravan Registration and Identification Scheme (CRiS). This registration number must be provided to us via your insurance intermediary. We will not deal with any claim for damage or theft of your touring caravan unless this number has been supplied.

In the event that your touring caravan is stolen you will be required to produce the CRiS registration document. We strongly recommend that you do not leave the CRiS document in your caravan.

For any caravan manufactured prior to 1992 you will be required to provide your insurance intermediary with a serial, chassis or VIN number. We will not deal with any claim for damage or theft of your caravan unless this number has been supplied.

Policy Cover

This booklet outlines the specific cover, conditions and exclusions for both static and touring caravans.

Section A – Cover for Loss or Damage

What is covered

This policy insures against loss of or damage to the following caused by an **insured peril**:

- The structure, fixtures, fittings and equipment of the **caravan** named in the **schedule**, including outside gas cylinders.
- **Contents** – If content cover was selected, **you** have paid the quoted premium and it is shown in the **schedule**. (This cover only applies in respect of **contents** whilst they are stored within the **caravan** which is situated within the **geographical limits**).

Financial interest - If the **caravan** belongs to someone else, or is part of a hire purchase or leasing agreement, **we** will pay an amount for the loss or damage to the **caravan's** legal owner. If **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference. This will be **our** final settlement for the loss or damage.

Limits - Caravan

The most **we** will pay (except as shown under the heading 'Replacement as new') will be either:

- the market value of **your caravan** or its equipment immediately before the loss; or
- the **sum insured** relating to **your caravan** or its equipment as shown in the **schedule**.

Limits - Contents

The most **we** will pay for **contents** is the **contents sum insured** as shown in **your schedule**.

The most **we** will pay for any single item will be as shown under the single article limit as shown in **your schedule**.

Under-insurance

If the cost of repairing or replacing **your caravan** or any of the **contents** is more than the **sum insured** at the time of any loss or damage, **you** will have to pay a share of the claim. For example, if **your sum insured** only covers one-third of the value of **your contents**, **we** will only pay one-third of the claim.

Static Caravans

What is Covered

- Loss or damage to the **caravan** (including fixtures and fittings) as a result of loss or damage caused by an **insured peril**;
- The cost of removal of **your caravan** to the nearest competent repairer and re-delivery costs back to the **licensed static caravan site**.
- Loss or damage to awnings (including weather damage as long as **you** have complied with the general conditions of this policy);
- Loss or damage to verandas, as long as they are permanent structures which were professionally built.
- Loss or damage to **caravan contents** caused by an **insured peril** (as long as content cover is shown on **your schedule**).
- Loss or damage while the **caravan** is being transported, as long as it is being transported by a professional transportation company and all of the regulations and legislation for transporting it are being adhered to.
- Loss or damage to freezer food caused by a change in temperature of the **caravan's** freezer unit up to a maximum of £100 (including VAT).

Section A – Cover for Loss or Damage (continued)

We will also pay

- up to £50 (including VAT) per night up to a maximum of 15 consecutive nights for the cost of alternative accommodation (excluding the cost of food and drink) to complete **your** holiday where **your caravan** is made **uninhabitable** by any **insured peril** and **your caravan** is situated more than 50 miles from **your home**.
- the costs of replacing locks to doors and windows in the **caravan** following the theft of keys up to a maximum of £250 (including VAT) if it can be established that the identity and location of the **caravan** is known to the thief.
- for loss or damage caused by **you** or an **authorised user** to underground water, gas, and other service pipes and drains within **your** plot boundary for which **you** are responsible.

Repairs

We will either pay the cost of repairing **your caravan** or, if it is damaged beyond economic repair as a result of a loss caused by an **insured peril**, we may settle the claim as follows:

Replacement as new

If **your caravan** is less than three years old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and

- suffers damage covered by the policy or
- is stolen, and
- is not recovered or is damaged beyond economic repair

We will replace it with a new one of the same make, model and specification.

However, this replacement cover only applies if:

- **you** have been the first and only registered owner of the **caravan**, and
- the **sum insured** is equal to, or greater than, the market value of **your caravan** at the time of loss, and
- a suitable replacement **caravan** is available in the United Kingdom, and

- anyone else who has a financial interest in the **caravan** agrees.

In the event that a **caravan** of the same make, model and specification is unavailable we will settle the claim on the basis of the market value of the **caravan** immediately prior to the loss.

Caravans over three years old

If **your caravan** is three or more years old at the time of the incident leading to a claim under this policy and it is damaged beyond economic repair or is stolen and not recovered we will pay either the retail market value of the **caravan** at the time of the loss, taking into account its pre-loss condition or the **sum insured**, whichever is the lower amount.

Once a settlement has been agreed, under this section of the policy, the damaged **caravan** becomes **our** property.

If the **caravan** is the subject of a Hire Purchase Agreement we will only agree settlement if we have the agreement of the Hire Purchase Company as owner of the **caravan**.

Touring Caravans

What is Covered

Contents cover also applies for touring **caravans** while **you** are visiting a country within the **geographical limits** (as long as content cover is shown on **your schedule**).

- Loss or damage to the **caravan** (including fixtures and fittings) as a result of loss or damage caused by an **insured peril**;
- The cost of removal of **your caravan** to the nearest competent repairer and re-delivery costs back to **your home**;
- Loss or damage to awnings (including weather damage as long as **you** have complied with the general conditions of this policy);
- Loss or damage to **caravan contents** caused by an **insured peril** (as long as content cover is shown on **your schedule**).

We will also pay for

- Hotel accommodation or the cost of hiring a replacement touring **caravan** (up to £50 a day for no more than 15 consecutive days in any one incident) if the touring **caravan** becomes **unusable** while on a tour and **you** are more than 50 miles from **your home** address.
- Accidental damage to the **caravan** while **you** or an **authorised user** are towing the **caravan**, as long as it is being towed in accordance with driving licence regulations and using a type-approved tow bar.
- the costs of replacing locks to doors and windows in the **caravan** following theft of keys up to a maximum of £250 (including VAT) if it can be established that the identity and location of the **caravan** is known to the thief.

Repairs

If **your caravan** suffers loss or damage which is covered under this insurance, **you** may authorise and arrange for the **caravan** to be taken to the nearest authorised repairer. **We** will pay for the cost of protecting the **caravan** from further damage, moving it to the authorised repairer, and delivering it back to **you** after it has been repaired (including disconnection and reconnection costs).

You may also arrange for reasonable and necessary repairs to be carried out to **your caravan**, up to a cost of £200, as long as **you** obtain a detailed estimate and immediately send it to **us** with a full report of the loss or damage. (Please keep any parts which have been replaced.)

Replacement as new

If **your caravan** is less than three years old (calculated from the date of first registration) at the time of the incident leading to a claim under this policy, and

- Suffers damage covered by the policy or
- Is stolen, and
- Is not recovered or is damaged beyond economic repair

We will replace it with a new one of the same make, model and specification.

However, this replacement cover only applies if:

- **You** have been the first and only registered owner of the **caravan**, and
- The **sum insured** is equal to, or greater than, the market value of **your caravan** at the time of loss, and
- A suitable replacement **caravan** is available in the United Kingdom, and
- Anyone else who has a financial interest in the **caravan** agrees.

In the event that a **caravan** of the same make, model and specification is unavailable **we** will settle the claim on the basis of the market value of the **caravan** immediately prior to the loss.

Caravans over three years old

If **your caravan** is three or more years old at the time of the incident leading to a claim under this policy and it is damaged beyond economic repair or is stolen and not recovered **we** will pay either the retail market value of the **caravan** at the time of the loss, taking into account its pre-loss condition or the **sum insured**, whichever is the lower amount.

Once a settlement has been agreed, under this section of the policy, the damaged **caravan** becomes **our** property.

If the **caravan** is the subject of a Hire Purchase Agreement **we** will only agree settlement if **we** have the agreement of the Hire Purchase Company as owner of the **caravan**.

Contents Claims (Static and Touring Caravans)

How we will settle claims for loss or damage to contents under this section of the policy.

We will either:

- pay for the damage to be repaired;
- pay an amount of cash to replace the lost or damaged item: or
- replace the lost or damaged item.

A deduction may be made for wear and tear.

Exceptions to Section A

This section of your insurance does not cover the following.

- The amount of the **excess** shown in the **schedule** for any claim.
- **We** will not pay more than £250 for any one item of **contents**.
- The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design (unless specified on the **schedule**) if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched.
- Theft of or damage to:
 - **Money** and **valuables**;
 - credit cards and cheque-guarantee cards;
 - securities for **money**, deeds, bonds or tickets;
 - bills of exchange;
 - certificates, manuscripts and documents of any kind;
 - firearms;
 - wines, spirits and tobacco goods;
 - pedal cycles;
 - contact lenses;
 - sports equipment;
 - water borne craft;
 - satellite navigation systems;
 - portable electrical equipment;
 - dvd's, cd's, cassette tapes, video tapes, memory storage devices.
- Theft of or damage to **contents** stored within awnings or other collapsible or **canvas** units.
- Theft of or damage to **contents** whilst outside of the **caravan**.
- Theft of **contents** unless there is evidence of forcible or violent entry or exit to or from the **caravan**.
- Any claim for theft if the theft is not reported to the police within 24 hours of discovery and a crime reference number obtained.
- Theft of or damage to generators or to the **caravan** resulting from the use of generators.
- Damage caused by water entering **caravan** seals or seams.
- Damage caused by frost.
- Theft or damage to steps.
- Accidental damage to **contents** or **valuables**.
- Damage resulting from wet or dry rot, frost, vermin, insects, fungus or anything else which happens gradually.
- Damage resulting from chewing, scratching, tearing or fouling by animals.
- Damage, liability or expense caused by or resulting from poor or faulty design, workmanship or materials.
- Damage, liability or expense occurring or arising from actions caused deliberately by **you** or any **authorised user**.
- Damage, liability or expense of any kind caused by or resulting from wear and tear, corrosion, damp, condensation or fungus.
- **Contents** cover, if it is not shown on **your schedule**.
- Electrical or mechanical failures or breakdown.
- Wear, tear or loss of value or any other losses that are not directly covered under the terms and conditions of this policy.
- Loss or damage resulting from repairing, restoring, renovating, cleaning or dyeing.
- Theft of **your caravan** or **contents** arising from deception or the use of stolen, forged or invalid cheques, bank drafts or bank notes and the like.
- Theft of keys to **your caravan** if the keys are left **unattended**.

Exceptions to Section A (Static Caravans)

This section of your insurance does not cover the following.

- Theft cover if **your caravan** is not on a **licensed static caravan site**.
- Damage to **contents** by theft or attempted theft while **your caravan** is left **unattended**, unless the **caravan** is securely locked and all windows and openings are closed and locked and is on a **Licensed Static Caravan Site**.
- Theft of or damage sustained while being transported, if the static **caravan** is not being transported by a professional transportation company and the legislation for transporting it is not being adhered to.
- Theft of or damage to gates.

Exceptions to Section A (Touring Caravans)

This section of your insurance does not cover the following.

- Damage to **contents** by theft or attempted theft while **your caravan** is left **unattended**, unless the **caravan** is securely locked and all windows and openings are closed and locked and is on a **Licensed Caravan Site**, at **your home** or the declared **storage address**.
- Any claims for accidental damage to the **caravan** while it is being towed, if **you** or any **authorised user** driving the vehicle were under the influence of drugs or alcohol.
- Any claims for accidental damage to the **caravan** while it is being towed, if **you** or any **authorised user** do not have the correct entitlement to tow **caravans** as indicated on their driving licence.
- Any claims for accidental damage to the **caravan** while it is being towed, if the person driving the vehicle is not insured or correctly insured.
- Any claims for accidental damage to the **caravan** while it is being towed, if **you** are not using a type-approved tow bar.

Section B - Third-party Liability

Exceptions to Section B

This section provides cover for the following.

Compensation which **you** or an **authorised user** become legally liable to pay for bodily injury caused by accident or disease, or accidental damage to property.

We will only pay for liability occurring during the **period of insurance** which results from incidents which happen within the **geographical limits** of this policy.

In the event of **your** death or the death of the person seeking indemnity under this section of the policy **we** will also extend cover to apply to **you** or their personal representatives in respect of liability incurred. However they must keep to the terms, conditions and exceptions of this section.

The most **we** will pay under this section of the policy is £2,000,000 in connection with any one incident or series of incidents arising out of any one event.

We will also provide cover for legal defence costs **you** are required to pay in connection with any incident which is the subject of indemnity under this section of the policy as long as **you** have **our** permission beforehand. Legal defence costs will be in addition to the limit of liability for this section.

If **we** agree to pay these costs under this section of the policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion. There will be no agreement to pay these costs unless **we** have confirmed this to **you** in writing.

You must not admit liability or arrange, offer, promise or make a payment in relation to a claim without first getting **our** permission in writing. **We** may take over any claim, in **your** name. Or, **we** may take legal action, in **your** name, against anyone making a claim for damages against **you**. **We** can decide how any negotiations or proceedings are carried out, or how to settle any claim. **You** must, whenever possible, give **us** all information and help **we** ask for.

This section of your insurance does not cover the following.

- a) Bodily injury to any person who was working for **you** at the time of the incident, or to **you** or any **authorised user**.
- b) Loss of or damage to property belonging to **you** or an **authorised user** or property in **your** or an **authorised users** care, custody or control. There is no cover if the property is more specifically insured elsewhere.
- c) Liability **you** have under a contract, and which **you** would not have if it was not for that contract.
- d) Claims arising while the **caravan** is attached to any vehicle for the purposes of being towed.
- e) Claims resulting from any accident caused by the **caravan** or any part of it becoming detached from any vehicle that is towing or carrying it.
- f) Liability that arises from death, injury or illness or loss of or damage to any property that falls within the scope of the compulsory insurance cover required under the Road Traffic Act or equivalent legislation of any country in which this insurance applies.
- g) Injury or illness arising directly or indirectly from a dog which is defined as dangerous under the Dangerous Dogs Act 1991.
- h) Any amount in excess of £2,000,000, for any one incident or series of incidents arising out of any event plus the costs and expenses incurred, with **our** written permission, defending any such claim.
- i) Liability arising from the death, injury or illness of **you** or an **authorised user**.

Section C – No Claim Discount

As long as no claim is made under this policy during any annual **period of insurance**, **we** will give **you** a discount when **you** renew **your** insurance. The discount **you** will receive will be in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal. However, **your** entitlement will be affected in the event of a claim or multiple claims being made under this policy.

Your No Claim Discount will not be affected if **we** make a full recovery of all payments made by **us** in connection with the claim.

If **you** make a claim or if a claim is made against **you** for an event which **you** may not consider to be **your** fault and **we** have to make a payment this will affect **your** No Claim Discount unless **we** can recover **our** outlay in full from the responsible party.

If **you** decide to cancel **your** policy and premiums remain outstanding **we** will not be able to issue proof of No Claim Discount until the outstanding premiums are paid.

You cannot transfer **your** No Claim Discount to somebody else.

Section D – Protected No Claim Discount

This section only applies if shown on **your** Policy **Schedule**.

The extent of No Claim Discount protection is dependent on the number of proven claim-free years earned by **you**:

If your No Claim Discount entitlement is less than four years

Dependent on the number of proven claim-free years earned by **you we** will allow a No Claim Discount entitlement in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal.

Your No Claim Discount entitlement will not be prejudiced provided that no more than one claim is made in any one annual **period of insurance**. However, in the event of a single claim being made under this insurance in any one annual **period of insurance your** No Claim Discount:

- will not be increased at the following renewal date of the policy; and
- will only be increased at a subsequent renewal date after **you** have been insured under the policy for a further twelve months and have not made a further claim.

In the event that **you** make two or more claims in any one annual **period of insurance your** No Claim Discount entitlement will be reduced to nil at the next renewal date of the policy.

If your No Claim Discount entitlement is four or more years

You must have proved that **you** have an entitlement to at least four years' No Claim Discount.

You will not lose any of **your** No Claim Discount as long as **you** make no more than two claims in any five year **period of insurance**.

If three claims are made in any five year **period of insurance we** will reduce the discount **you** receive to a one year entitlement in accordance with **our** No Claim Discount scale applicable at the time **your** policy is due for renewal. If more than three claims are made

in any five year **period of insurance we** will reduce the discount **you** receive to nil.

Regardless of the number of years No Claims Discount to which **you** are entitled **our** agreement to protect **your** No Claim Discount does not mean that the premium cannot be increased at renewal of **your** policy to reflect an adverse claims record.

Conditions which apply to the whole of your insurance.

1. **You** must take steps to protect **your caravan** from loss or damage and keep it in a good condition and state of repair.

You must let us examine your caravan at any reasonable time.

2. The most **we** will pay for any claim relating to loss of or damage to the **caravan** or its **contents**, will not be more than the relevant **sums insured** shown in the **schedule**.

Also, if the certificate says that **we** will only pay up to a certain percentage of the value of the **caravan**, or sets a limit for any one item, **we** will keep to these limits.

3. Immediately after any incident which is likely to lead to a claim under this policy or immediately after **you** receive notice of any claim or of any other proceedings against **you** relating to the **caravan**, **you** must give **us** full details. Call the Claims Helpline on **0330 024 0476**.

4. **You** must tell **us**, as soon as possible, about any change in the information **you** have given to **us**. If **you** don't, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether **you** need to tell **us** any information, **you** should tell **us** anyway.

5. When a claim or possible claim arises, **you** must tell **us** as soon as possible. Call the Claims Helpline on **0330 024 0476**. For claims made under this insurance, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the claim results from malicious acts, theft or attempted theft. (Please make sure that **you** get a crime reference number within 24 hours of discovery of the incident.) **You** must take all steps to recover any lost or stolen property and to prevent any further loss or damage happening. **You** must send **us** any claim, letter, writ or summons (without answering it) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without first getting **our** permission in writing.

6. **Our** rights after a claim

We can:

- a. take over, carry out, defend or settle any claim; and
- b. take proceedings, at **our** own expense and for **our** own benefit, to get back any payment **we** have made under this insurance.

We will take this action in **your** name or in the name of anyone else covered by this insurance. **You**, or the person whose name **we** must use, must co-operate with **us** on any matter which affects this insurance.

7. If a claim is made which **you**, or anyone acting on **your** behalf, know is false, fraudulent or exaggerated, **we** will not pay the claim and **we** will end the cover under this insurance and any other insurance **you** hold with **us** without returning **your** premium.
8. If, at the time of any liability, loss or damage covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability **we** will only pay **our** share of the claim.
9. If **we** accept **your** claim, but disagree over the amount due to **you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start legal action against **us**.
10. While the **caravan** is **unoccupied** during the period from 1 October to 31 March (including these dates), **you** must turn off all main supplies and drain the water and central-heating systems.
11. **You** must not leave awnings up and attached to the **caravan** unless the **caravan** is in use.

12. Cancellation

labelling="Section-Header">Cancelling the policy within the reflection period

This insurance provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a claim, **you** have the right to cancel the policy and receive a refund of premium.

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund from **us**; or
- If **your** policy has already commenced, **you** will receive a full refund from **us**, less a Pro rata charge for the period of cover provided. An administration charge of £25 plus Insurance Premium Tax (IPT), if applicable, will also apply.

Canceling the policy after the reflection period

Cancellation by you

You or **your Insurance Intermediary** can cancel this policy by giving **us** 7 days' notice in writing. Providing there have been no claims in the current **period of insurance** or **you** are unaware of any claim that may arise **we** will refund the premium relating to the number of days remaining during the current **period of insurance**. An administration charge of £25 plus Insurance Premium Tax (IPT), if applicable, will also apply.

Cancellation by Us

We can cancel this policy at any time if there are serious grounds to do so, for example:

- where **your insurance intermediary** has been unable to collect a premium payment (payment terms including the procedures in the event of non-payment of the premium will have been agreed between **you** and **your insurance intermediary** when **you** took out this policy); or
- **you** have failed to take reasonable care in providing information in relation to this insurance as required by General Condition 4 of this policy; or
- **you** have failed to supply requested validation documentation (evidence of address, ownership etc.); or
- **you** have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the

- administration or operation of this policy; or
- where **you** fail to maintain **your caravan** in a good condition or **you** fail to look after and protect it in accordance with General Conditions 1 of this policy; or
- where **we** have grounds to suspect fraud or misrepresentation; or
- the insured has made a false declaration or statement in support of any claim or proposal; or
- where **you** use threatening or abusive behaviour towards a member of **our** staff or a member of staff of **your insurance intermediary** or **our** supplier.

We will do this by giving **you** 7 days notice in writing to **your** last address notified to **us**.

We will refund the premium relating to the remaining **period of insurance** calculated on a proportionate basis dependant on the number of days left to run under the policy less a cancellation fee of £25 plus IPT, if applicable, to take into account **our** costs in providing **your** policy. The pro rata refund of premium (less the cancellation fee) is only available as long as:

- the **caravan** has not been the subject of a claim; and
- cancellation is not due to any fraudulent act by **you** or anyone acting on **your** behalf.

Please note that any refund from **us** whether during or after the reflection period may be subject to a further cancellation charge levied by **your insurance intermediary** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** arranged this insurance.

Non-payment of premium

There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

General Conditions (Static Caravan Only)

1. The **caravan** must be sited on a **Licensed Static Caravan Site** for any cover to apply under this policy.
2. If the **caravan** is being transported, it must be carried out by a professional transportation company, and it must comply with the current regulations and legislation regarding transportation.

General Conditions (Touring Caravan Only)

1. When the **caravan** is not being used, **you** must move it away from exposed sites such as rivers, the coastline and so on, to reduce the risks of storm and flood damage.
2. **You** must fit the **caravan** with an anti-theft wheel clamp and hitch lock whenever it is left **unattended** and detached from the towing vehicle. If the caravan is left **unattended** while attached to a towing vehicle **you** must fit a wheel clamp. These conditions also apply while the **caravan** is in storage at **your home** or the **storage address**. If **you** do not meet this condition, **we** will not cover theft of the **caravan**.
3. **We** will provide cover when **you** visit any country which is a member of the European Union, Andorra, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland or the Vatican City. There is no limit on the number of trips in any **period of insurance**, but the total number of days the **caravan** is taken abroad must not be more than 90 in any policy year. **You** must notify **your insurance intermediary** before each journey abroad.
4. Whilst the **caravan** is being towed by **you** or an **authorised user you** or the **authorised user** must comply with towing regulations and must also have the required towing entitlement on their driving licence.
5. Whilst the **caravan** is being towed, **you** must use a type-approved tow bar.

General Exceptions

These general exceptions apply to the whole insurance. Your insurance does not cover the following.

1. Direct or indirect loss, damage or liability caused by, contributed to or arising from:
 - ionising, radiation or contamination from any radioactive nuclear fuel, or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other dangerous property of any explosive nuclear assembly or nuclear part of that assembly; or
 - pressure waves caused by aircraft and other flying objects.
 - **Your caravan** being used airside or for speed testing, racing, pacemaking or road rallies.
2. Any result of war, act of **terrorism**, riot, revolution, or any similar event.
3. Any accident, injury, liability, loss or damage caused or arising from:
 - the use of any solid-fuel stove, unless it is the manufacturer's standard design and is installed by them;
 - the use of any portable oil-heating appliances;
 - the use of portable heaters with a naked flame;
 - the insured **caravan** being used other than for social, domestic and pleasure purposes;
 - any insured property being held by the customs or any other authority;
 - loss of value due to wear and tear, mechanical or electrical failures or breakdowns;
 - mildew, moths, vermin or any gradual cause;
 - theft or any malicious act caused by **you**, **your** employees or anyone **you** have allowed to use the insured **caravan**;
 - **your caravan** being used as a **permanent residence**;
4. Loss of use.
5. Any liability, loss or damage if any of the terms and conditions of this insurance have not been met.
6. Damage caused by domestic pets.
7. Theft of or damage to tyres, unless caused by a road traffic accident.
8. Damage to awnings and tents caused by the weather if they are not securely attached to the **caravan**.
9. Damage caused during the loading or unloading of the **caravan** from ships other than drive-on and drive-off ships.
10. Damage caused by water freezing in any fixed water or heating installation or damage caused by water, steam or other liquid escaping from a fixed appliance, fixed water or heating installation unless **you** drain down all **your caravan's** water systems and internal sanitary systems when **your caravan** is not **in use** during Winter.

Our Service Commitment

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would encourage you to tell us about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your insurance intermediary the following explains the procedures for resolving your complaint:

If you have a complaint, please contact:

Markerstudy Insurance Services Limited
Markerstudy Customer Relations
PO Box 727
Chesterfield
S40 9LH

When contacting Markerstudy Insurance Services Limited please provide:

- A policy number and/or claim number
- An outline of your complaint
- A contact telephone number

We will make every effort to resolve your complaint by the end of the third working day after receipt. If we cannot resolve your complaint within this time frame we will acknowledge your complaint within five working days of receipt and do our best to resolve the problem within four weeks by sending you a final response letter.

If we are unable to do so, we will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If we are still unable to provide you with a final response at this stage, we will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR.

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

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

Customer feedback

If you have any suggestions or comments about our cover or the service we have provided please write to:

Markerstudy Customer Relations
Markerstudy Limited
PO Box 727
Chesterfield
S40 9LH

We always welcome feedback to enable us to improve our products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

Our Service Commitment

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OUR SERVICE COMMITMENT

Our Service Commitment

Financial Services Compensation Scheme

Markerstudy Insurance Services Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

FSCS
PO Box 300
Mitcheldean
GL17 1DY

Your insurance intermediary

In the event that we are unable to continue to trade with your insurance intermediary because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked we reserve the right to pass your policy and all details on to another intermediary. If you do not wish this to happen then please put your request in writing to us.

How We Use Your Information

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via www.markerstudy.com or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in the United Kingdom.

How we may collect your information

We may collect details about you from:

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide our services to you, we may share your information with insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

Driving Licence checks

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit www.dvla.gov.uk.

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of

How We Use Your Information (continued)

interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at www.askmid.com

Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at

Data Protection Officer
Markerstudy Insurance Services Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB

All correspondence relating to the administration of this policy should be addressed to your insurance intermediary or alternatively to:

Adrian Flux Insurance Group
East Winch Hall
Kings Lynn
Norfolk
PE32 1HN

Static & Touring Caravan Insurance Policy

www.markerstudy.com