

Touring Caravan Insurance



Building Block Insurance PCC Limited ('BBI') with registered office at 1 Princess Elizabeth Street, Ta' Xbiex XBX 1102, Malta. Building Block Insurance PCC Limited is licensed and regulated by the Malta Financial Services Authority and subject to limited regulation by the Financial Conduct Authority.

This Touring Caravan Insurance Policy is underwritten by Building Block Insurance PCC Limited ('BBI') and administered by its authorised representative Alpha Underwriting Limited– FCA reference no. 504604.

Building Block Insurance PCC Limited is a protected cell company authorised under the Insurance Business Act, 1998 to carry on general insurance business and is regulated by the Malta Financial Services Authority. non-cellular assets of BBI may be used to meet losses incurred by any of its cells in excess of their cellular assets. No recourse may be made by You however in connection with any losses relating to this Policy against the cellular assets of any protected cell of BBI.

Building Block Insurance PCC Limited, is a registered company, with registration number C 63128.

CONTENTS

CONTENTS.....	2
INTRODUCTION	3
DEFINITIONS	4
AM I ELIGIBLE FOR COVER?	6
SECTION 1 – CARAVAN.....	6
SECTION 2 – CONTENTS	7
SECTION 3 – PUBLIC LIABILITY	9
SECTION 4 – PERSONAL ACCIDENT	10
GENERAL CONDITIONS	10
GENERAL EXCLUSIONS	13
SETTLING CLAIMS.....	15
HOW DO I MAKE A CLAIM?	16
TRANSFER OF POLICY	17
FINANCIAL SERVICES COMPENSATION SCHEME	17
DATA PROTECTION ACT	17
MAKING A COMPLAINT	17

INTRODUCTION

Thank you for choosing Adrian Flux Insurance Services Group for **Your Caravan Insurance Policy**.

This **Policy** document and the **Schedule** should be read together as one document. Please keep these documents together in a safe place.

It is important **You** read them carefully to make sure they meet **Your** needs. Please also check **Your Schedule** carefully to make sure the information **You** have given **Us** is correct.

You must tell **Us** if this information is wrong, or if it changes. **You** have responsibility to take reasonable care not to make a misrepresentation, should **You** be careless in answering the questions required to obtain a quotation and subsequently take out cover, or deliberately make a misrepresentation then it may be that this affects **Our** decision to pay a claim.

If any of the information **We** have recorded is incorrect, or if **You** have any question vs about this **Insurance Policy**, please contact **Your** broker from whom **You** purchased **Your Policy**. Provided your **Premium** is paid, and **You** adhere to the conditions of **Your Policy**, **We** will pay the agreed benefit in the event of a successful claim.

DEFINITIONS

Please see below definitions of words and terms which are used in **Your Policy**. If **We** explain what a word means, that word has the same meaning wherever it appears in **Your Policy** or **Schedule**. These words are highlighted in bold throughout **Your Policy**.

Accident: A sudden unexpected unforeseen and identifiable incident.

Administrator: The **Administrator** of **Your Policy** is Adrian Flux Insurance Services Group.

Authorised User: Any persons, aged over 30 years, using, hiring or letting the **Caravan** with **Your** permission for social, domestic and pleasure purposes only.

Caravan(s): The structure of the touring **Caravan** described in the **Schedule** together with standard manufacture's fixtures and fittings.

CaSSOA: The **Caravan** Storage Site Owners' Association.

Contents: Articles of personal use or adornment, clothing, luggage and general household goods and personal effects whilst contained within the **Caravan** and belonging to **You** or **Your Immediate Family** or an **Authorised User**.

Claims Handler: Ashwick Claims Services Limited with registered office at C/O Keelings Broad House, The Broadway, Old Hatfield, Hertfordshire, AL9 5BG and company registration number 03749107

Domestic Employee(s): A **Domestic Employee** can be defined as any of the following:

- Any person under a contract of service or apprenticeship by **You**;
- Any person who is hired to or borrowed by **You**;
- Any person **You** engage in connection with a work experience or training scheme;
- Any labour master or person supplied by **You**;
- Any person **You** engage by labour only sub-contractors;
- Any self-employed person who is working on a labour only basis under **Your** supervision.

Excess: The first part of any claim which **You** must pay. The amount of the **Excess** is stated in this **Policy** and in **Your Schedule**.

Equipment: Such as awnings, refrigerators, gas bottles, water containers, steps, batteries, stabilisers, wheel clamps/locks, motor movers that are not standard manufacturer fixtures and fittings.

Hazardous Activities: Ballooning, bungee jumping, caving or potholing, diving (where breathing equipment is needed or used), hang-gliding, hunting, horse riding (other than hacking), motorcycling, any motor sport, mountaineering or rock climbing, any type of parachuting, quad biking, racing of any kind (other than athletics or swimming), winter sports (other than skiing and snowboarding).

Home: Within the boundaries of **Your Permanent Residence** or **Your Immediate Family's** or any **Authorised Users' Permanent Residence** but excluding communal parking areas and any public road or highway.

Immediate Family: Spouse, common law or civil partner, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

In Use: When **You**, **Your Immediate Family** or any **Authorised User** are using or visiting **Your Caravan** for holiday purposes or when the **Caravan** is attached to a towing vehicle. This includes a 24 (twenty four) hour period immediately prior to, and after returning from, **You**, **Your Immediate Family** or any **Authorised User**, using or visiting **Your Caravan** for holiday purposes provided the **Caravan** is kept at **Your Home** during this 24 (twenty four) hour period.

Injury: Any bodily **Injury** including death, illness and disease, which is caused solely by **Accidental** means and is independent of any other cause.

Insurer: Building Block Insurance PCC Limited ('BBI') with registered office at 1 Princess Elizabeth Street, Ta' Xbiex XBX 1102, Malta. BBI is licensed and regulated by the Malta Financial Services Authority and is an authorised EEA insurer. **You** can check **Our** details by referring to the Financial Conduct Authority's Financial Services Register. **Our** reference number is 616033.

Limit of Indemnity: The maximum amount payable by **Your Insurer** for any one claim as defined in the **Policy**

Schedule.

Loss of Limb: Permanent total and irrecoverable loss of use by physical separation or otherwise of one or both hands at or above the wrist and/ or one or both feet at or above the ankle.

Loss of Sight: Permanent total and irrecoverable loss of sight.

Misrepresentation: **You** will be deemed to have made a **Misrepresentation** if **You** fraudulently or negligently answer **Our** specific questions incorrectly.

Money: Cash, bank or currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers' cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers all belonging to **You, Your Immediate Family** or an **Authorised User**.

Period of Insurance: The term of **Your Policy** as stated in **Your Schedule**.

Permanent Residence: Occupancy as a main domestic residence whether temporary or permanent other than for holiday purposes.

Permanent Total Disablement:

a) Where **You** or **Your Immediate Family** is in an occupation and is above 16 (sixteen) years of age and below the age of 70 (seventy) **Permanent Total Disablement** means total and absolute disablement caused other than by **Loss of Limb** or **Loss of Sight** which will entirely prevent **You** or **Your Immediate Family** from engaging in their usual occupation for the remainder of their life;

b) Where **You** or **Your Immediate Family** is not in an occupation and is above 16 (sixteen) years of age and below the age of 70 (seventy) **Permanent Total Disablement** means total and absolute disablement caused other than by **Loss of Limb** or **Loss of Sight** which will entirely prevent **You** or **Your Immediate Family** from engaging in any and every occupation for the remainder of their life.

Policy / Insurance Policy: The contract of insurance between **You** and **Us**.

Pre-existing Condition: A physical disability, or ongoing or recurring medical condition **You** suffer from the symptoms of which first appeared or **You** knew about before the **Period of Insurance**.

Premium: The amount **You** pay for the **Policy**. This is shown in **Your Schedule**.

Schedule: The document **We** give **You** which shows **Your** name, details of **Your** address, the **Caravan** insured, the **Sum(s) Insured**, the **Caravan Storage Address** and the **Policy** number.

Start Date: The date cover starts, as shown on **Your Schedule**.

Storage Address: The location where the **Caravan** will be kept, details of which **You** have given to **Us** and which **We** have accepted and is shown in **Your Schedule**.

Sum(s) Insured: The amount declared by **You** which is shown under the **Sum Insured** section of the **Schedule**, and the maximum **We** will pay in the event of a total loss claim.

Territorial Limits: The United Kingdom, European Union, Albania, Andorra, Bosnia and Herzegovina, Iceland, Liechtenstein, Macedonia, Moldova, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland.

Terrorism: Means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unattended: When the **Caravan** is **In Use** and **You, any immediate family or authorized user** have temporarily moved away from the **Caravan** for a period exceeding 2 (two) hours

Valuables: Any article made from precious or semi-precious metals or stone, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers (including laptops and tablet computers), binoculars, telescopes, phones, works of art, antiques, stamp, medal and coin collections, sports equipment and portable audio equipment.

We, Us, Our: Building Block Insurance PCC Limited acting as **Insurer**, Adrian Flux Insurance Services Group acting as **Administrator**, or Ashwick Claims Services Limited acting as **Claims Handler**.

You, Your: The person, who is named as the policyholder on the **Schedule**.

AM I ELIGIBLE FOR COVER?

You are eligible for cover if:

- a. **You** are a permanent UK resident; and
- b. **You** are 30 to 79 years of age; and
- c. **You** hold a current and valid full UK driving license; and
- d. The **Caravan** is under 25 years old; and
- e. The value of the **Caravan, Equipment** and **Contents** does not exceed £ £20,000

SECTION 1 – CARAVAN

What is Covered?	What is not Covered?
This insurance covers the Caravan for loss or damage directly caused by:	<ul style="list-style-type: none"> • The Policy Excess as defined in the Schedule • Loss or damage to Valuables or Money • Loss or damage if the Caravan is being used for business purposes
1. Fire, Smoke, Lightning, Explosion and Earthquake	<ul style="list-style-type: none"> • Loss or damage caused by smog, industrial or agricultural output • Loss or damage to Valuables or Money
2. Impact by; <ul style="list-style-type: none"> • Aircraft, aerial device or anything dropped from them; • vehicles and animals; • televisions, radio aerials, aerial fittings or masts (including satellite dishes); • Falling trees or their branches, telegraph poles or lampposts 	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets • Loss or damage caused by felling or lopping of trees • Loss or damage to hedges, gates and fences • Loss or damage to Valuables or Money
3. Riot, civil commotion, malicious damage by persons or acts of vandalism	<ul style="list-style-type: none"> • Loss or damage caused by You, Your Immediate Family or any Authorised User • Loss or damage whilst the Caravan is hired or let out • Loss or damage whilst the Caravan is unoccupied and left unlocked • Loss or damage to Valuables or Money
4. Storm or Flood	<ul style="list-style-type: none"> • Loss or damage to Valuables or Money • Loss or damage to the awning when erected and attached to the Caravan when the Caravan has not been In Use for a period of 8 (eight) days or more
5. Theft or attempted theft	<ul style="list-style-type: none"> • Loss or damage caused by You, Your Immediate Family or any Authorised User of the Caravan • Loss or damage caused whilst the Caravan is hired or let out • Loss or damage unless there is evidence of violent or forcible entry • Loss or damage to items in the open unless they are securely locked to an immovable object • Loss or damage whilst the Caravan is unoccupied and left unlocked • Equipment unless the Caravan is In Use or kept at Your Home or at a Storage Address You have told Us about and We have accepted. • Loss or damage to furniture contained in Your awning in excess of £200. • Loss or damage when the Caravan is left unattended

	<p>unless the Caravan is fitted with a hitchlock & wheelclamp/wheel lock</p> <ul style="list-style-type: none"> • Loss or damage not reported to the police
6. Accidental Damage (if selected and shown on Your Schedule)	<ul style="list-style-type: none"> • Loss or damage caused by wear and tear, deterioration, corrosion, action of light or any gradually operating cause • Loss or damage arising from any cleaning, repair or maintenance • Loss or damage caused by defective design or fault • Loss or damage resulting from road traffic accidents if Your Caravan is not roadworthy • Damage to tyres caused by braking, punctures, cuts or bursts • Loss or damage caused deliberately • Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets or vermin
7. Loss of keys to the Caravan and subsequent replacement of locks and keys	<ul style="list-style-type: none"> • Any amount exceeding £250 in one Period of Insurance • Damage or theft not reported to the police
8. Loss of use if the Caravan is rendered uninhabitable by damage for which a claim is payable under Section 1. We will pay the costs incurred for similar alternative accommodation for any holidays booked prior to the incident date which caused the loss of use.	<ul style="list-style-type: none"> • Any amount exceeding £3,000 in one Period of Insurance • Losses for which the period exceeds 12 months from the date the Caravan became uninhabitable • For loss or damage where a valid claim has not been accepted by Us • Damage or loss that occurs prior to holiday arrangements being made or whilst the Caravan is unoccupied

SECTION 2 – CONTENTS & EQUIPMENT

What is Covered?	What is not Covered?
This insurance covers the Contents, Equipment, personal items and personal possessions for loss or damage directly caused by:	<ul style="list-style-type: none"> • The Policy Excess as defined in the Schedule • Any single item or article of Contents which exceeds £500 in value • Loss or damage to Valuables or Money
1. Fire, Smoke, Lightning, Explosion and Earthquake	<ul style="list-style-type: none"> • Loss or damage caused by smog, industrial or agricultural output
2. Impact by; <ul style="list-style-type: none"> • Aircraft, aerial device or anything dropped from them • Vehicles and animals • Televisions, radio aerials, aerial fittings or masts (including satellite dishes) • Falling trees or their branches, telegraph poles or lampposts 	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets • Loss or damage to hedges, gates and fences • Loss or damage caused by felling or lopping of trees
3. Riot, civil commotion, malicious persons/acts of vandalism	<ul style="list-style-type: none"> • Loss or damage to Valuables or Money • Loss or damage caused by You, Your Immediate Family or any Authorised User
4. Storm or Flood	<ul style="list-style-type: none"> • Loss or damage to Valuables or Money

<p>5. Theft or attempted theft</p>	<ul style="list-style-type: none"> • Loss or damage caused by You, Your Immediate Family or any Authorised User of the Caravan • Loss or damage caused whilst the Caravan is hired or let out • Loss or damage unless there is evidence of violent or forcible entry • Loss or damage to items in the open unless they are securely locked to an immovable object • Loss or damage whilst the Caravan is unoccupied and left unlocked • Equipment or Contents exceeding £200 stored in any outbuilding, shed or storage container • Loss or damage to outside furniture whilst the Caravan is not In Use but limited to £200 when the Caravan is In Use • Contents exceeding £200 contained in Your awning • Loss or damage not reported to the police
<p>6. Accidental damage to Contents and personal possessions (if selected and as shown on Your Schedule)</p>	<ul style="list-style-type: none"> • Loss or damage caused by wear and tear, deterioration, corrosion, action of light or any gradually operating cause • Loss or damage arising from any cleaning, repair or maintenance • Loss or damage caused by defective design or fault • Loss or damage resulting from road traffic accidents if Your Caravan is not roadworthy • Damage to tyres caused by braking, punctures, cuts or bursts • Loss or damage caused deliberately • Valuables or Money loss or damage caused by chewing, scratching, tearing or fouling by domestic pets or vermin
<p>7. Loss of keys to the Caravan and subsequent replacement of locks and keys</p>	<ul style="list-style-type: none"> • Any amount exceeding £250 in one Period of Insurance • Damage or theft not reported to the police

SECTION 3 – PUBLIC LIABILITY

What is Covered?	What is not Covered?
<p>We will indemnify You against all sums which You become legally liable to pay as damages for:</p>	<p>a) Liability for death, physical Injury or illness to:</p> <ol style="list-style-type: none"> i. You, Your Immediate Family or any Authorised User or ii. any employee of You, Your Immediate Family or any Authorised User <p>b) Damage to property owned by or in the custody or control of You, Your Immediate Family or any Authorised User</p> <p>c) Liability arising from the direct or indirect consequence of:</p> <ol style="list-style-type: none"> i. Assault or alleged assault ii. Any deliberate or wilful or malicious act iii. The transmission of any infectious disease or virus iv. The ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation) <p>d) Injury or damage arising out of any trade, business or profession of You, Your Immediate Family or any Authorised User</p> <p>e) Injury or damage arising out of the use of any mechanically propelled vehicle Any action brought against You, Your Immediate Family or any Authorised User in any court outside the European Economic Community</p> <p>f) Liability which is insured by, or would but for the existence of this Policy, be insured by another insurance policy</p> <p>g) Liability created by any agreement, unless You would have been liable without the agreement</p> <p>h) Resulting from an Accident caused by the Caravan</p> <p>i) or part of it becoming detached from any towing vehicle</p>
<p>1. Accidental bodily Injury (including death or disease) to any person other than You, any Domestic Employee or member of Your Immediate Family</p>	
<p>2. Accidental loss or damage to property not belonging to, nor in the custody of, You, a Domestic Employee or member of Your Immediate Family arising from the use or ownership of the Caravan and occurring during the Period of Insurance. In addition, We will pay:</p> <ul style="list-style-type: none"> • Legal costs recoverable by a claimant with Our written consent • Your costs and expenses incurred in defending the claim. The maximum amount We will pay for any claim or claims arising from any one event is £2,000,000. For the purposes of this section the expression "You" will be deemed to include Your Immediate Family or any Authorised User using the Caravan with Your consent other than whilst let for hire or reward. If any person insured under this section of the policy dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made. 	

SECTION 4 – PERSONAL ACCIDENT

What is Covered?	What is not Covered?
<p>If You or Your Immediate Family or any Authorised User suffers Accidental Injury whilst:</p> <ol style="list-style-type: none"> a) Inside the Caravan or b) In the immediate vicinity – which is in or immediately around - the Caravan whilst it is In Use for holiday purposes which causes; <ol style="list-style-type: none"> i. Death within twelve (12) months of its occurrence ii. Permanent Loss of Sight in one or both eyes or iii. Loss of Limb(s) or iv. Permanent Total Disablement <p>We will pay the insured person or their legal representatives up to £20,000 in any Period of Insurance</p>	<ul style="list-style-type: none"> • You, Your Immediate Family or any Authorised User participating in Hazardous Activities • Any Pre-existing Medical Condition • You, Your Immediate Family or any Authorised User engaging in active service in any of the armed forces of any nation • Death or bodily Injury caused by You, Your Immediate Family or any Authorised User committing suicide or attempting to commit suicide • Sickness or disease or any sexually-transmitted diseases, including HIV or any related condition • More than £500 for anyone aged under 16 • Anyone aged over 70 years old at the time of such Accident • Injury or damage arising out of any trade, business or profession of You, Your Immediate Family or any Authorised User • Permanent Total Disablement from an occupation until such incapacity has lasted fifty two (52) weeks • Injury caused to anyone under the influence of alcohol or drugs at the time of the incident causing death or bodily Injury • Any claim arising directly or indirectly from the contracting of a disease or illness • Any claim arising directly or indirectly from the injection or ingestion of any substance • Any claim arising from any event, which exacerbates a previously existing bodily Injury • Any Accident occurring outside the Territorial Limits • Any Accident occurring outside the Period of Insurance • Any Accident involving pregnancy or childbirth

GENERAL CONDITIONS

Applies to all sections of this **Policy**.

1. Keeping to the terms of the Policy

We will only give **You** the cover described in the **Policy** and shown on **Your Schedule** if:

- **You** pay the **Premium** on the agreed date; and
- When making a claim **You** meet all of the **Policy** conditions as far as they apply; and
- Declarations made, information given to **Us** orally, electronically or in writing which form the basis of this **Policy**, are complete, accurate and true.

2. When the Policy and cover ends

This **Policy** will end automatically at the earliest of the following events:

- The **Period of Insurance** of **Your Policy** has completed.
- You don't pay for **Your Policy** on the agreed date.
- **You** or **We** cancel the **Policy**.

3. Cancelling Your Policy

You can cancel **Your Policy** within 14 days from the day of the conclusion of the contract or within 14 days from the day **You** receive the contractual terms and conditions, if later.

We will refund any **Premium** **You** have paid unless **You** have made a claim and settlement terms are subsequently agreed. After 14 days and provided that no claim has been made, no Premium will be refunded and **You** will be bound by the contract. **You** may cancel this **Policy** and receive a pro rata refund of the **Premium** paid for each unexpired month of cover, calculated from the date the cancellation request is received by **Us**.

We may cancel this **Policy** by giving **You** 30 days' notice in writing where there is a valid reason for doing so. Valid reasons may include but are not limited to:

- If **We** suspect fraudulent activity.
- If **You** are not complying with the terms and conditions of the **Policy**.
- If **You** use threatening or abusive behaviour towards our staff or suppliers.

A cancellation letter will be sent to **You** at **Your** last known address, and:

- Any **Premium** **You** have paid for the period after the cancellation will be refunded to **You**; and
- **We** will pay any valid claim occurring before the cancellation date.

If **You** choose to cancel **Your** insurance, contact Your broker who arranged the **Policy**.

For Policy queries

Contact: Adrian Flux Insurance Services Group on 0344 381 6508.

4. Towing Vehicle Kerb Weight Condition

The weight of the **Caravan** must not exceed the kerb weight of the towing vehicle (including a full tank of fuel and all standard **Equipment** without passengers or cargo). In addition, the combined weight of the **Caravan** and towing vehicle must not exceed any prevailing legal requirement or any driving licence restriction of the person driving the towing vehicle.

5. Wheel Clamp and Hitchlock Condition

A wheel clamp and hitch lock of proprietary manufacture must be fitted to the **Caravan** whenever it is **Unattended** for a period exceeding 2 (two) hours. This condition will not apply when the **Caravan** is stored at a **Storage Address** which is a member of **CaSSOA**.

6. Storage Address Condition

Cover is excluded unless the **Caravan** is kept at either: the **Storage Address** that is shown in the **Schedule**, or at **Your Home** address whilst the **Caravan** is not **In Use**.

7. Discharge of Liability

We may, at any time and at **Our** absolute discretion pay **You** the amount of the limit of indemnity (after deduction of any sums already paid as damages) or any lesser amount for which any claim may be settled; and on payment **We** will relinquish conduct and control of the claims except for recoverable expenses of litigation. **We** will be under no further liability in connection with the claim/s except (but subject always to the limit of indemnity) for other costs and expenses incurred with **Our** written consent in respect of matters prior to the date of such payment.

8. Fraud

If You - or anyone acting on Your behalf - make a claim which is at all false or fraudulent, or supports a claim with any false or fraudulent document, device or statement, this Policy will be void and You will lose all benefit and Premiums You have paid for this Policy. In addition, We may recover any sums paid for any claim.

If **You** fraudulently provide **Us** with false information, statements or documents, **We** may record this on anti-fraud databases and **We** may also notify other organisations.

9. Jurisdiction and Disputes Clause

Any dispute between **You** and **Us** (or anyone claiming benefit under this **Policy**) concerning this **Policy** its validity or the interpretation of the terms conditions limitations and/or exclusions contained herein will be decided in accordance with the law of England and Wales and the courts of England and Wales will have exclusive jurisdiction.

10. Other Insurance

If any claim is made under this insurance and there is another policy that covers the claim, **We** will only pay **Our** share of the claim.

11. Reasonable Precautions

You shall take all reasonable precautions for the safety of the property insured and shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this **Policy**.

12. Sanctions

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment or such claim or provision of such benefit would expose **Us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

13. Subrogation

In the event of a claim under this **Policy** **You** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us** and **We** will be entitled to prosecute in **Your** name and/or that of any person and be indemnified or receive damages for **Our** own benefit in respect of any claim paid or payable by us.

14. Obsolete Parts

Where a claim results in the **Caravan** needing new parts or accessories which are found to be obsolete or unobtainable **Our** liability will be limited to the last known list price of the part or accessory required together with an appropriate fitting charge.

15. Rights of Parties

A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this doesn't affect any right or remedy of a third party which exists, or is available, apart from such Act.

GENERAL EXCLUSIONS

Applies to all sections of this **Policy**.

1. This **Insurance Policy** does not cover any destruction of, loss or damage to any property caused by:
 - Faulty workmanship, faulty design or using faulty materials
 - Repairing, restoring, renovating, cleaning or dyeing;
 - Electrical or mechanical failure or breakdown;
 - Wear, tear or loss of value or any expense or costs that are indirectly caused by the insured peril;
 - Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
 - Water damage as a result of water leaking in through windows, doors, ventilators, body joints or seals;
 - Chewing, scratching, tearing or fouling by animals;
 - Deception, unless deception is used only to gain access or entry to the **Caravan**;
2. This **Insurance Policy** does not cover any destruction of, loss or damage to any property
 - Resulting from road traffic accidents if the **Caravan** is not roadworthy
 - Resulting from a gradual operating cause which means a gradual deterioration to any property
3. This **Insurance Policy** will not pay for:
 - The first £200 of each and every claim for storm damage to awnings or the first £100 of each and every claim caused by other insured perils;
 - More than £500 for any one single 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 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;
 - Loss or damage or legal liability directly or indirectly arising from the **Caravan** being loaned, to any other person other than any **Authorised User** or **Immediate Family**;
 - -Loss or damage or legal liability directly or indirectly arising from the **Caravan** being leased or hired to any person;
 - More than £200 in total in respect of loss or damage to **Contents** and **Equipment** stored within any awning; -
 - Loss or damage to **Contents** and **Equipment** belonging to any **Authorised User**.

4. Use Other Than For Social, Domestic or Pleasure Purposes

This **Insurance Policy** does not cover any destruction of, or damage to any property or any loss or legal liability while the **Caravan** is **In Use** other than for social, domestic and pleasure purposes.

5. Use as a Permanent Residence

This **Insurance Policy** does not cover any destruction of, or damage to any property or any loss or legal liability while the **Caravan** is being used as a **Permanent Residence**.

6. Towing Restriction

This **Insurance Policy** does not cover any destruction of, or damage to any property or any loss or legal liability while the **Caravan** is being towed by any person other than **You, Your Immediate Family** or any **Authorised User**, all of whom must be aged 30 or above.

7. War Exclusion

This **Insurance Policy** does not cover any destruction of, or damage to any property or any loss or legal liability or any other loss of any nature arising from war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

8. Terrorism Exclusion

This **Insurance Policy** does not cover loss or damage to any property, or any cost or expense of whatever nature arising directly or indirectly caused by resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of **Terrorism**.

For the purpose of this exclusion an act of **Terrorism** includes also the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

9. Nuclear and Radioactive Contamination Exclusion

This **Insurance Policy** does not cover any loss or destruction of, or damage to any property or any loss or legal liability or any other loss of any nature involving, caused by, contributed to by, or arising from:

- a) ionising radiation or contamination from nuclear fuel or waste or from the burning or explosion of nuclear fuel;
- b) the radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part;
- c) any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.

10. Contractual Liability Exclusion

This **Insurance Policy** does not cover any liability which attaches only because of an agreement or contract which makes **You** liable.

11. Deliberate Act Exclusion

This **Insurance Policy** does not cover any damage to the **Caravan**, or **Contents** caused deliberately by, or involving connivance with, **You**, a member of **Your Immediate Family**, any occupant or **Authorised User** of such **Caravan** or **Your Domestic Employee** or agent.

12. Pressure Waves Exclusion

This **Insurance Policy** does not cover any damage to the **Caravan**, or **Contents** arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

13. Exclusion Of Riot And Civil Commotion In Northern Ireland

This **Insurance Policy** does not cover any liability or damage which is caused by or results from riot, **Terrorism** or civil commotion in Northern Ireland.

14. Electronic Data Exclusion

This **Insurance Policy** does not cover any loss or destruction of, or damage to any property or any loss or legal liability or any other loss of any nature caused by, contributed to, or arising from: computer viruses, erasure or corruption of electronic data; or the failure of any equipment to correctly recognise the date or change the date. For the purpose of this exclusion 'computer virus' means a corrupting instruction from a) an unauthorised source that spreads itself via a computer system or network.

15. Loss Outside Of The Period Of Insurance

This **Insurance Policy** does not cover any loss or damage or liability arising from an event that happened before the start, or happens after the end, of the **Period of Insurance**.

16. Indirect Loss

This **Insurance Policy** does not cover loss or damage of any nature which is not directly associated with an event that is insured by this **Policy** unless, and to the extent, specifically detailed within this **Policy**.

17. Loss outside of the Territorial Limits

This **Insurance Policy** does not cover loss or damage or liability arising from an event that happens outside of the **Territorial Limits**.

SETTLING CLAIMS

1. The Caravan

We will pay at **Our** option, the cost of repair or replacement of the **Caravan** or any part of it provided that **Our** liability shall not exceed:

- i. the **Sum Insured** stated in the **Schedule**; or
- ii. the value of such property as new², or the **Market Value** depending on the cover **You** have selected and as shown on **Your Schedule**.

2. New for Old

If **You** have selected New for Old cover in **Your Schedule** and the **Caravan**, in the opinion of **Our** appointed representative, is damaged beyond economic repair, then provided that:

- a) the **Caravan** concerned is 10 (ten) years old or less from the year of manufacture at the start of any **Period of Insurance**; and
- b) the **Sum Insured** represents no less than 90% of the full new replacement cost of the **Caravan**.

We will pay the cost of replacing the **Caravan** with a brand new equivalent. If the provisos in a) or b) above are not satisfied the basis of settlement will revert to market value as stated below.

3. Market Value

We will pay the cost of replacing the **Caravan** with one of a similar type having made a deduction for age, wear, tear and depreciation. The market value of the **Caravan** will be determined using Glass' Caravan Guide or Information Services or a similar recognised source. **We** will not be liable for that part of any repair or replacement which improves the **Caravan** beyond the condition before the damage occurred.

4. Contents and Equipment

We will pay at **Our** option, the value of the **Contents** and **Equipment** at the time of the damage or the cost of repair of the **Contents** and **Equipment** provided that **Our** liability shall not exceed:

- i. the **Sum Insured** stated in the **Schedule**;
- ii. more than £500 in respect of any single item of **Contents**;
- iii. the value of such property at the time of the damage.

We will make a deduction for wear and tear in settling claims for **Contents** and **Equipment**.

5. Emergency Removal

If the **Caravan** is damaged by a cause insured under this section, **We** will also pay the cost of:

- i. its protection and removal to the nearest repairers.
- ii. its delivery after repair to **Your Home**.
- iii. any customs duty **You** have to pay on the **Caravan** as a result of it being temporarily imported into any country in the European Union, Albania, Andorra, Bosnia and Herzegovina, Iceland, Liechtenstein, Macedonia, Moldova, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland.

Up to a maximum of £2,000 in any one **Period of Insurance**.

6. Loss of Use

If the **Caravan** is damaged by a cause insured under this **Policy**, **We** will also pay the extra cost of alternative accommodation or hire costs incurred for an alternative caravan while **Your Caravan** is being repaired, up to a maximum of £100 per day and £3,000 in total.

7. Furniture in Awning

When the **Caravan** is **In Use** and **Contents** are insured, cover is extended to include any furniture whilst kept in an awning up to a maximum of £200.

8. Use in Europe

Cover is extended for a period of no more than 270 (two hundred and seventy) days in any one **Period of Insurance** to include use of **Your Caravan** whilst in the European Union, Albania, Andorra, Bosnia and Herzegovina, Iceland, Liechtenstein, Macedonia, Moldova, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland including whilst in transit to or from ports in the countries listed above.

9. Emergency Repairs

Cover is extended to include the cost of any emergency repairs necessary to remove the **Caravan** to a place of safety following an **Accident** up to £500.

10. Loss of Use

If the **Caravan** is damaged by a cause insured under this **Policy**, **We** will also pay the extra cost of alternative accommodation or hire costs incurred for an alternative caravan while **Your Caravan** is being repaired, up to a maximum of £100 per day and £3,000 in total.

11. Furniture in Awning

When the **Caravan** is **In Use** and **Contents** are insured, cover is extended to include any furniture whilst kept in an awning up to a maximum of £200.

12. Use in Europe

Cover is extended for a period of no more than 270 (two hundred and seventy) days in any one **Period of Insurance** to include use of **Your Caravan** whilst in the European Union, Albania, Andorra, Bosnia and Herzegovina, Iceland, Liechtenstein, Macedonia, Moldova, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland including whilst in transit to or from ports in the countries listed above.

13. Emergency Repairs

Cover is extended to include the cost of any emergency repairs necessary to remove the **Caravan** to a place of safety following an **Accident** up to £500.

HOW DO I MAKE A CLAIM?

If **You** need to make a claim please follow these simple steps:

1. Contact Ashwick Claims Services Limited

As soon as possible;

By telephone: 01279 406055

By email: claims@ashwick.co.uk

By post: Ashwick Claims Services Limited 20 Harlow Enterprise Hub Edinburgh Way, Harlow, Essex CM20 2NQ

2. Gather information

To process **Your** claim quickly, **We** will need information about the circumstances that led to **Your** claim. The information required will be confirmed when **You** contact **Us**.

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

3. Submit your claim

Please provide any requested documents and information to support **Your** claim as soon as possible and as directed by Ashwick Claims Services Limited.

TRANSFER OF POLICY

You cannot transfer the **Insurance Policy** to someone else without obtaining **Our** prior written agreement.

FINANCIAL SERVICES COMPENSATION SCHEME

If the **Insurer** is unable to meet its liabilities, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

DATA PROTECTION ACT

We use and collect **Your** personal data (such as **Your** name, address, date of birth) to arrange and administer **Your** insurance. **We** may also collect sensitive personal data (concerning **Your** physical and/or mental health) in the event of any claim. **Your** personal data is kept securely at all times and **We** do not keep **Your** information for any longer than **We** need to, after such time **Your** data will be securely destroyed.

We may share **Your** personal data with selected third parties such as other insurers and credit reference agencies in order to verify **Your** identity and the information **You** supply to **Us**. **We** may also be required to share **Your** data with regulatory bodies and law enforcement agencies in order to prevent fraudulent claims. **We** will not share or sell **Your** data to any third party for marketing purposes without **Your** consent.

Your personal data will not be transferred outside the European Economic Area unless that country has an adequate data protection regime which safeguards **Your** personal data.

You have the right to request the personal data **We** hold about **You**. To submit a subject access request please contact **Us**. A fee of up to £10 may be payable by **You**.

MAKING A COMPLAINT

If **Your** complaint is about the sale or administration of this **Policy**, please contact:

Adrian Flux Insurance Services Group
East Winch Hall
East Winch
King's Lynn
PE32 1HN

Tel: 0344 381 6508
Email: contact-us@adrianflux.co.uk

If **Your** complaint is about a claim please contact:

Ashwick Claims Services Limited
20 Harlow Enterprise Hub, Edinburgh Way
Harlow, Essex CM20 2NQ

Telephone: 01279 406055
Email: claims@ashwick.co.uk

If **You** remain dissatisfied after following the above complaints procedures in full, in relation to matters concerning the **Policy** sale process or any other aspect of service that **You** have received, **You** can ask the Financial Ombudsman to review **Your** case:

Their address is:

The Financial Ombudsman Service

Exchange Tower
London E14 9SR

Telephone: 0800 0234567 or 0300 1239123

Web: www.financial-ombudsman.org.uk

Using this complaints procedure or referral to the Financial Ombudsman Service does not affect **Your** legal rights.

If **Your** complaint is about the **Policy** please contact:

Complaints Manager

Building Block Insurance PCC Limited
1 Princess Elizabeth Street
Ta' Xbiex
Malta
XBX 1102

Telephone: 0800 912 1464

Email: complaints@buildingblockpcc.com

If **You** remain dissatisfied after following the above complaints procedures in full in relation to matters concerning the **Policy** **You** can ask the Consumer Complaints Manager to review **Your** case.

Their contact details are:

Consumer Complaints Manager

Malta Financial Services Authority,
Notabile Road,
Attard,
BKR3000,
Malta

Telephone: +356 21441155 (overseas call charges apply)

Email: consumerinfo@mfsa.com.mt

Web: www.mymoneybox.mfsa.com.mt

Online Dispute Resolution Service

If Your complaint relates to insurance purchased from Us via electronic means, You are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the Financial Ombudsman Service on Your behalf

