Lifesure

Static caravan insurance

Policy wording

Welcome

Thank you for buying static caravan insurance with Lifesure. We're a broker with over 50 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

Your agreement is based on the information that you provided when you applied for the policy and is reflected in the statement of insurance facts document that we've sent to you. It's important that this information is correct, so please take a moment to check through it. Do let us know if anything needs to change as soon as possible, as any inaccuracies or misrepresentation could lead to your insurer rejecting a claim or even voiding your policy. If you're happy, please keep all documents together, somewhere safe.

If there are any changes to your circumstances, please let us know as soon as possible. Your cover could be affected if you need to make a claim for something that we weren't aware of. You can see a list of the kind of things we need to hear about on pages 9 & 10.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 11. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 6pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Customer Service Team

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About your policy

Introduction

Wherever any word or words within this policy appear in bold they will have the meanings shown on pages 5 to 8 'Making sense of your policy: definitions'.

This **document of insurance**, the **schedule** and any **endorsement**(s) form **your** policy. These should be kept in a safe place.

Please read the whole policy carefully. It is arranged in different sections. It is important that:

- **You** check that the sections **you** have requested are noted as included in the **schedule**;
- **You** check that the information **you** have given **us** is accurate – see the "Information You Have Given Us" section;
- **You** comply with **your** duties under each section and under the insurance as a whole.

This insurance

You have applied to**us** for insurance and **your** policy sets out the details of the insurance which **you** have requested. In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**.

In return for payment of the **premium** shown in the **schedule**, **we** agree to insure **you**, in accordance with the terms and conditions contained in or endorsed on this policy, against loss or **damage you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

The insurance relates only to those parts of this policy which are shown in the **schedule** as being included.

About your insurer

Policy underwriters

HCC International Insurance Company plc trading as Tokio Marine HCC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202655. Registered in England and Wales No. 01575839.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and regulated by the Prudential Regulation Authority under Financial Services Register number 659331.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

Lifesure

Lifesure was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about **Lifesure**, please visit **our** website at **lifesure.co.uk**.

Lifesure is authorised and regulated by the Financial Conduct Authority. Details of **Lifesure** may be checked on the Financial Services Register at fca.org.uk/register noting the Firm number 311786.

Making sense of your policy: definitions

Wherever certain words are used in this policy and are highlighted by being shown in **bold** print, they have the meaning as defined below:

Contents & Personal Effects
Articles of personal use, clothing, luggage and general household goods, including portable television sets whilst contained within the **static caravan** and belonging to **you** or a **family member**. Excluding **damage** to watches, jewellery, furs and articles of gold, silver or other precious metals, contact lenses, spectacles, items of sports equipment valued £50 or over, photographic equipment, binoculars, camcorders, mobile telephones, computer hardware or software, motor driven vehicles of any kind or their accessories, pedal cycles or waterborne craft of any description, property more specifically insured elsewhere, aircraft (including drones, gliders and hang gliders), animals, any items or equipment used mainly for business, trade, professional or employment purposes, including stock, money and documents.

Damage(d)
Except where expressly stated otherwise; loss, theft, destruction or **damage** to the property insured.

Document of Insurance
This booklet.

Employee(s)

a) Any person under a contract of service or apprenticeship with **you**;

b) Any person who is hired to or borrowed by **you**;

c) Any person **you** engage in connection with a work experience or training scheme;

d) Any labour master or person supplied by **you**;

e) Any person **you** engage by labour only sub-contractors;

f) Any self-employed person working on a labour only basis under **your** control or supervision.

Endorsement
A clause stated in the **schedule** as applicable and which modifies this **document of insurance.**

Equipment
Any **equipment** connected to the **static caravan** or use of the **static caravan** including refrigerators, gas bottles, water containers, steps, balconies, batteries, stabilisers, generators and awnings.

Excess
The first part of each and every claim which **you** must bear. The **excess** will be as detailed in the **schedule** or this **document of insurance** and where any such **excess** shown is inconsistent between these documents, the amount shown in the **schedule** will apply.

Family Member
Your husband, wife or partner or civil partner, children and adopted children (including foster children), parents and other relatives who permanently live with **you**.

Flood
An invasion of the **static caravan** by a large volume of water caused by a rapid build-up or sudden release of water from outside the **static caravan**.

Heave
Upward and/or lateral movement of the site on which the **static caravan** stands caused by the swelling of the ground.

Making sense of your policy cont'd

Insured Event

1. Fire, smoke, lightning, explosion and earthquake.

2. Impact by:

   a) aircraft, aerial device or anything dropped from them;

   b) vehicles or animals which are not in the possession or control of **you**, an **employee** or a **family** member;

   c) television/radio aerials, aerial fittings or masts (including satellite dishes) which are not in the possession or control of **you**, an **employee** or a **family** member;

   d) falling trees or their branches, telegraph poles or lampposts (or parts of any of these); but excluding **damage** caused by domestic pets.

3. Riot, civil commotion, malicious persons or vandals but excluding **damage**:

   a) caused by **you** or **family member** in the **static caravan**;

   b) whilst the **static caravan** is left **unoccupied** and is unlocked.

4. Storm including weight of snow, tempest or **flood** but excluding:

   a) **damage** whilst the **static caravan** is not securely anchored at all four corners of the chassis unless securely fixed to concrete foundations or enclosed brick skirt;

   b) **damage** caused by frost;

   c) **damage** to fences and gates;

   d) the first £500 of each and every claim occurring between 1st November and 31st March (both days inclusive) unless **your static caravan** is at a site that provides daily inspection.

5. Escape of water or oil from a fixed system but excluding **damage** occurring gradually over a period of time, or during the period 1st November to 31st March (both days inclusive) whilst the **static caravan** is **unoccupied** unless:

   i. the water supply has been turned off at the mains and all systems drained with the exception of sealed central heating systems that have been professionally fitted and contain antifreeze.

Making sense of your policy cont'd

6. Theft or attempted theft but excluding theft or attempted theft:

   a) caused by **you** or a **family member** in the **static caravan**;

   b) whilst the **static caravan** is **unoccupied** and left unlocked;

   c) to items left in the open unless they are securely locked to an immovable object;

   d) from a **static caravan** unless entry to the **static caravan** has been gained by forcible or violent means;

   e) arising from deception, financial loss or the use of stolen, forged or invalid cheques, drafts, bank notes and the like.

7. **Subsidence**, **heave** or **landslip** of the land or pitch on which the **static caravan** is sited but excluding **damage**:

   a) caused by normal **settlement**;

   b) caused by coastal or river erosion;

   c) resulting from defective design, faulty workmanship, use or use of defective materials.

8. Accidental **damage** to:

   a) the **static caravan**;

   b) fixed sanitary ware and ceramic hobs;

   c) fixed glass in doors and windows;

   d) underground cables and service pipes which are **your** responsibility;

   e) television and audio equipment within the **static caravan**;

   but excluding **damage**;

   i. caused by wear and tear, deterioration, corrosion, action of light or anything happening gradually;

   ii. arising from cleaning, repair or maintenance;

   iii. caused by defective design or workmanship;

   iv. caused by domestic pets.

9. Loss or theft of keys to the **static caravan** and subsequent replacement of locks and keys but excluding:

   a) any amount in **excess** of £350;

   b) any lock of better quality than that being repaired or replaced;

   c) **damage** or theft not reported to the Police.

Landslip
Downward movement of soil on a slope or gradual creep of a slope over a period of time other than **settlement**.

Lifesure
Lifesure, 3 Fenice Court, Phoenix Park, Eaton Socon, St Neots, PE19 8EW registered and authorised by the Financial Conduct Authority Number 305038.

Making sense of your policy cont'd

Market Value
The current market replacement value of the **static caravan**, **contents** or **personal effects** taking into account age, type and condition of the **static caravan**, **contents** or **personal effects** at the time of the loss, but not more than the **sums insured**.

New for Old
The cost of replacing the **static caravan**, **contents** or **personal effects** with a comparable brand new equivalent replacement in the event of a total loss up to the **sum insured** shown in your insurance schedule. **new for old** does not apply to household linen or clothing.

Period Of Insurance
The period shown in **your schedule** detailing the start and end date of this insurance.

Permanent Disablement
Disablement which has prevented **you** from engaging in **your** usual full time paid employment (constituting 30 hours per week or more) for 52 consecutive weeks without exception of medical recovery, or disablement which has lasted 52 consecutive weeks and more likely than not prevent **you** from engaging in any gainful employment of any kind for the remainder of **your** life.

Premium
The amount shown in the **schedule** as the **premium** excluding Insurance Premium Tax.

Schedule
The **schedule** specifying the terms and extent of this **document of insurance**.

Settlement
The natural movement of new properties in the months and years after they are built.

Static Caravan
Any **static caravan**, including its fixtures and fittings which form an integral part of it, which is listed in the **schedule** or a subsequent **endorsement**.

Subsidence
Downward movement of the site on which the **static caravan** stands by a cause other than the weight of the **static caravan** or **settlement**.

Sum Insured
The **sum insured** shown in the **schedule**.

Territorial Limits
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied
Any time when the **static caravan** is not occupied by **you** or a responsible **family member** or any other responsible adult expressly permitted by **you** to occupy or attend the **static caravan**.

Vermin
Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

Wear and tear
Any damage that normally or inevitably occurs as a result of usage, aging or deterioration.

We/Us/Our/Underwriters
HCC International Insurance Company plc and HDI Global Specialty SE.

You/Your
The person(s) shown as 'The Insured' in the **schedule**. If there is more than one person shown as 'The Insured' in the **schedule**, this insurance applies both jointly and individually, but **our** total liability for all claims will not exceed the limits stated in this policy.

Information you have given us

In deciding to accept this policy and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims. **We** will also keep any **premiums** which **you** have already paid to **us**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** policy or reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**; or
- cancel **your** policy in accordance with the "Cancelling outside of the cooling off period" clause on page 20.

We or **Lifesure** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy; or
- require **you** to pay more for **your** insurance.

Lifesure will issue a statement of facts document to **you** confirming the answers that **you** have provided to the questions **we** have asked.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **Lifesure** as soon as reasonably practicable and in any event no less than ten (10) working days.

Changes to your information

Changes you must advise at renewal of this insurance

At renewal **you** must let **Lifesure** know if any of the information **you** have provided has changed in relation to **you** and/or anyone insured under **your** policy. The information **you** have provided is recorded in a statement of facts document, a copy of which is issued to **you** with **your** policy.

Changes you must advise during the period of insurance

You must tell **Lifesure** about the following before any such change occurs as **your** insurance will not be amended retrospectively:

- if the owner of **your static caravan** changes;
- if **you** replace **your static caravan**;
- if the way **you** use **your static caravan** changes (for example **you** will be using **your static caravan** for business);
- if **you** move house or change the location where the **static caravan** is kept;
- if **you** change **your** occupation including part time work.

You will not be covered following the above changes unless **we** have agreed to provide cover and issued a **schedule**. This means that, if **you** do not advise **us** of any such change, **we** will determine if **your** failure to do so has been deliberate, reckless or careless and **your** policy may be affected in accordance with the clause above.

Where **we** agree to **your** change, this may result in an additional or return **premium** and an administration fee may apply. Please refer to **our** Terms of Business for details of charges that may apply.

If **your** change means that **we** can no longer provide cover, **we** will give **you** notice of cancellation in accordance with the Cancellation clause on page 22.

How to make a claim

Reporting a claim

Contact the Lifesure Claims Team on 01480 274 444. The Lifesure Claims Team is authorised by **us** to handle claims on **our** behalf.

Lifesure Claims Team
3 Fenice Court,
Phoenix Park,
Eaton Socon, St. Neots,
Cambridgeshire,
PE19 8EW

Tel: 01480 274 444
Email: uk.lifesure.claims@ajg.com

Claims conditions

Claims conditions are shown within the 'Important conditions' section of this document on page 12.

Preventing and mitigating loss or damage

Your duty to prevent and mitigate loss or **damage** is a condition shown within the 'Important conditions' section of this document on page 12.

Permission to inspect your static caravan

Your obligation to permit **us** to inspect **your static caravan** is a condition shown within the 'Important conditions' section of this document on page 12.

All insured persons duty to comply with policy conditions and endorsements

The obligation of all persons insured claiming to be covered by this insurance is a condition shown within the 'Important conditions' section of this document on page 12.

Important conditions

There are conditions that **you** must comply with to receive benefit under this policy.

These conditions either oblige **you** to act in a certain way, or stipulate a contingency upon which the validity of the policy or a claim depends.

If **you** breach any of these conditions **we** may:

- render **your** policy null and void (treating **your** policy as if it never existed);
- amend the terms of **your** policy. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** breach of condition;
- charge **you** more for **your** policy or reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**;
- cancel **your** policy in accordance with the Cancellation clause.

Such conditions are listed below:

1. Claims condition

If an incident happens which could result in a claim being made by **you** or against **you** under this policy:

a) **you** must as soon as reasonably practicable notify and confirm the incident to:
Gallagher (Holiday and Home Parks), Olympus House, Olympus Park, Quedgeley, Gloucester, GL2 4NF
Tel: 01452 801 724 **Email:** uk.lifesure.claims@ajg.com
and, if required, give full details of the incident as soon as possible together with such information and assistance as **we** may require;

b) **you** must as soon as reasonably practicable notify the police following any **damage** by theft, attempted theft, malicious damage, violent disorder, riot or civil commotion or the disappearance of any valuable items that at the time of purchase or receipt was valued at least £100;

c) **you** must not under any circumstances admit liability for, nor offer to agree to settle, any claim without **our** written consent. **We** will be entitled to take over and conduct in **your** name the defence of any claim and to prosecute in **your** name, for **our** benefit, any claims for indemnity or damages or otherwise against any third party and **we** will have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim.

2. Conduct of Claims

In the event where a claim is notified under this policy, **we** are entitled if **we** so desire to take over and conduct in **your** name the investigation, defence or settlement of any such matter. **You** must co-operate with **us** and give such information and assistance as **we** may reasonably require.

3. Your duty to prevent and mitigate loss condition

You and any other person who is covered by this insurance must take all reasonable steps, actions or measures to:

a) ensure that the property insured must be maintained in a reasonably good condition and all reasonable precautions taken to prevent any claims;

b) protect **your static caravan** from loss or **damage**; and

c) ensure that any loss or **damage** incurred is limited to the minimum safely possible.

4. Permission to inspect your static caravan condition

You must allow **us** to inspect **your static caravan** following **our** request to do so. **We** will reasonably endeavour to provide **you** with as much notice possible before any inspection and in any event **we** will provide notice no less than 24 (twenty-four) hours before any inspection..

5. All insured persons duty to comply with policy conditions and endorsements

All persons claiming to be covered by this insurance must have kept to all the conditions and **endorsement(s)**.

6. Domestic use of the static caravan only condition

The **static caravan** must only be used for domestic purposes, including whilst hired out to any other person, and not for business use.

Part 1 Static caravan, equipment, contents & personal effects

What is insured

We will pay for **damage** caused by an **insured event** within the **territorial limits**:

a) to the **static caravan** limited to the **static caravan sum insured** as shown in the **schedule**;

b) to the **equipment** limited to **equipment sum insured** as shown in the **schedule**;

c) to the **contents and personal effects**:
We will pay to **you** the value of the property insured at the time of **damage** or will at **our** option repair, reinstate or replace such property insured or any part of it provided that **our** total liability will not exceed:

i. £500 in respect of any one article unless otherwise specified in the **schedule**; and

ii. in total the **sum insured** as shown in the **schedule**.

The **sum insured** will not be reduced by a claim payment unless the **static caravan** is stolen or destroyed. A new **schedule** will be issued for any replacement **static caravan**;

We will also pay for **damage** caused by an **insured event** to **equipment** (but not **contents and personal effects**) whilst contained in an adjacent locked store provided **our** liability will not exceed £100 in respect of any single article and £300 in total.

What is not insured

a) The **excess** stated in the **schedule**

b) **damage** to money of any kind, credit or charge cards or business books or documents of any kind;

c) **theft** or **damage** to watches, jewellery, furs and articles of gold, silver or other precious metals, contact lenses, spectacles, items of sports equipment valued £50 or over, photographic equipment, binoculars, camcorders, mobile telephones, computer hardware or software, motor driven vehicles of any kind or their accessories, pedal cycles or water borne craft of any description;

d) depreciation, deterioration, manufacturing defects, **wear and tear;**

e) **damage** by moths, **vermin**, mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot or any other cause that happens gradually;

f) mechanical or electrical breakdown or failure;

g) theft or accidental **damage** to awnings or toilet tents, except for outside furniture when the **static caravan** is in use and in such instance limited to a total limit of £200;

h) **damage** in circumstances where a claim for **damage** results in the **static caravan** needing new parts or accessories which are found to be obsolete or unobtainable.
Our liability in such instance will be limited to the last known list price of the part or accessory required, together with the appropriate fitting charge;

i) **damage** to the awning when erected and attached to the **static caravan** when the **static caravan** is left **unoccupied** for 7 (seven) days or more;

j) **We** treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual **damaged** items but not for undamaged companion pieces.
If the individual **damaged** items cannot be repaired or a replacement found **we** will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings.

Part 1 Static caravan, equipment, contents & personal effects cont'd

Basis of claims settlement

A. **Static Caravan** (as shown in 'What Is Insured' p13)

New for old

If you have chosen and paid for **new for old** cover, in the event of an insured loss or **damage** to any structure, **we** will pay the full cost of repair or replacement (at **our** discretion) without any deduction for age, depreciation or **wear and tear** provided that:

- The **static caravan** is 20 (twenty) years old or less at the start of the **period of insurance**
- An actual repair or replacement takes place
- The **static caravan** damaged, was not up for sale at the time of the loss
- The cost to replace in full or repair the static caravan, is no more than the amount **you** are insured for
- The **static caravan** is maintained in good repair before any loss or **damage**
- The replacement **static caravan** is the same but not better than the original property when new. **We** will consider an upgrade upon agreement, providing the difference in cost is payable by **you**

If any of the above are not met then cover will revert to **market value**. If **you** request and **we** agree to a cash settlement this will be on a **market value** basis only.

If the **static caravan** is subject to a hire purchase agreement or any other type of agreement such as a loan, **you** must notify **us** prior to any **claims** payment being made. **We** may choose to pay the **claim** amount to the hire purchase company and/or lender.

In addition to the amount **you** are insured for **we** will pay up to £10,000 toward the necessary and reasonable cost of debris removal, delivery and re-siting.

Market value

If **you** have chosen and paid for **market value** cover (or do not qualify for **new for old** cover), **we** will take into account an allowance for age, **wear and tear** and depreciation in the settlement of a **claim** for repair or replacement (including delivery, re-siting and reconnection for structures where necessary) of your **static caravan**.

In the event **your static caravan** is damaged beyond repair, the amount **you** are likely to receive is the amount the property would be sold at on the open market in its condition (on the pitch having been transported, sited and connected) prior to the damage occurring.

B. **Equipment** (as shown in 'What Is Insured' p14)

We will pay the value on a **market value** basis of the **equipment** at the time of damage or will at **our** option repair or replace such **equipment** or any part of it, provided that **our** total liability will not exceed the **sum insured**.

C. **Contents and Personal Effects** (as shown in 'What Is Insured' p14)

We will pay the full replacement value on a **new for old** basis of the **contents and personal effects** at the time of damage or will at **our** option repair or replace such **contents and personal effects** or any part of it, provided that **our** total liability will not exceed the **sum insured**.

Any settlement for household linen and clothing is always on a **market value** basis.

Part 2 Liability to the public

What is insured

We will insure **you** for all amounts which **you** become legally liable to pay as damages in respect of:

a) accidental death of, or bodily injury to, any person other than **you**, any **employee** or **family member**;

b) accidental **damage** to property; other than property belonging to **you** or in **your** custody or the custody of any **employee** or **family member**

arising from use or ownership of the **static caravan** and occurring within the **territorial limits** and during the **period of insurance**.

The most **we** will pay in respect of all claims arising from one accident is £5,000,000 plus legal costs recoverable by a claimant and costs and expenses incurred with **our** written consent. If the Insured dies their legal personal representatives will be insured in respect of any accident covered by this section.

What is not insured

We will not insure **you** against any liability:

a) arising while the **static caravan** is attached to a mechanically propelled vehicle;

b) resulting from an accident caused by the **static caravan** or part of it becoming detached from any towing vehicle;

c) that arises in connection with any vehicle being used for the transportation of the **static caravan**;

d) for the death of, or bodily injury to any **employee**;

e) any action for damages brought in a court outside the **territorial limits**;

f) arising from the ownership, possession or use of any mechanically propelled vehicle, watercraft or aircraft including drones;

g) if such liability attaches by virtue of a contractual agreement but which would not have attached in the absence of such agreement;

h) arising out of the pollution of air, water or soil unless it can be proved to have been caused by immediate discharge following an **insured event**;

i) of any nature arising out of or connected with or incidental to any profession, occupation, business or commercial venture;

j) arising out of the transmission of any communicable disease or condition by any person insured;

k) arising out of the ownership or possession of any animal other than cats, dogs (but not owning, possessing or using a dog of one of the following breeds Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro, XL Bully and cross breeds of these with any other breed) or horses;

l) arising out of, resulting from, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos.

Part 3 Loss of use and hiring charges

What is insured

If **your static caravan** is rendered uninhabitable by **damage** for which a claim is payable under Part 1 of this insurance **we** will pay:

a) the necessary and reasonable cost incurred for alternative accommodation or the hire of a similar **static caravan** but only if the **damage** occurs after holiday arrangements have been made or while the **static caravan** is being used for holiday purposes;

OR

b) for the loss of hiring charges for bookings accepted prior to **damage** but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid.

We will also pay up to 1 (one) year's ground rent or contractual site fees if **you** continue to be liable to pay them.

The most **we** will pay is £10,000 in the **period of insurance**.

Part 4 Personal accident benefits

What is insured

If **you** or any **family member** is accidentally injured whilst:

a) inside the **static caravan**; or

b) loading, unloading or directly working upon the **static caravan**

and this injury alone results in:

- death;
- permanent loss of sight in one or both eyes; or
- loss of one or more limbs; or
- **permanent disablement**;

we will pay the injured person(s) or their legal representative £20,000. This is reduced to £500 in respect of a person aged under 16 at the time of such accident.

The most **we** will pay in any **period of insurance** is £20,000.

What is not insured

We will not pay any benefit in respect of:

a) **permanent disablement** from an occupation until incapacity has lasted 52 (fifty-two) weeks;

b) death, loss of sight, loss of limbs or **permanent disablement** occurring more than 12 (twelve) months after the injury has been sustained;

c) any person aged over 70 (seventy) years old at the time of accident;

d) an accident occurring outside of the **territorial limits**;

e) an accident occurring outside of the **period of insurance**;

f) an accident directly or indirectly caused by or involving any narcotic or drug unless prescribed by a registered medical practitioner;

g) **you** or a **family member** participating in racing;

h) **you** or a **family member** participating in a criminal act;

i) an accident involving the use of power driven wood or metal working machinery except portable tools applied by hand;

j) an accident involving pregnancy or childbirth;

k) sickness or disease not resulting from bodily injury;

l) self-inflicted injury.

General exclusions

These exclusions apply to the entire policy and are in addition to the exclusions shown under 'What Is Not Insured' within each part of this **document of insurance**.

1. War exclusion

This insurance 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.

2. Terrorism exclusion

Any loss, **damage**, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism. For the purpose of this exclusion 2 and exclusion 7 below 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force 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 in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious **damage** are not excluded hereunder.

3. Nuclear and radioactive contamination exclusion

Any loss or **damage** to any property or **damage** or additional expense following on from the event for which **you** are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

a) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

4. Contractual liability exclusion

This insurance does not cover any liability which attaches only because of an agreement or contract which makes **you** liable.

5. Deliberate act exclusion

This insurance does not cover any **damage** to the **static caravan**, **equipment** or **contents and personal effects** caused deliberately by, or involving connivance with, **you**, a **family member**, any hirer, occupant or user of the **static caravan** or **your employee** or agent.

6. Pressure waves exclusion

This insurance does not cover any **damage** to the **static caravan**, **equipment** or **contents and personal effects** arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

7. Exclusion of riot and civil commotion in Northern Ireland

This insurance does not cover any liability or **damage** which is caused by or results from riot, an act of terrorism (as defined in exclusion 2 above) or civil commotion in Northern Ireland.

8. Loss of use

This insurance does not cover loss of use with the exception of cover provided by Part 3.

General exclusions cont'd

9. Electronic data exclusion

This insurance 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:

a) computer viruses, erasure or corruption of electronic data; or

b) 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 an unauthorised source that propagates itself via a computer system or network.

10. Loss outside of the period of insurance

This insurance 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**.

11. Indirect loss

This insurance does not cover loss or **damage** of any nature which is not directly caused by the event that caused **you** to claim unless as expressly stated as covered.

12. Cyber Risk

This policy is designed to deal with physical loss or damage to **your** property which arises from an incident which occurs accidentally. **We** will not pay for any loss, **damage**, expense or legal liability caused by, contributed to, by or arising from as a result of wilful misuse of mass email, internet or similar electronic means which is intended to cause the specific harm suffered.

13. Communicable Disease

This policy excludes cover for any loss, liability, **damage**, and claim. Cost expense or other sum directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with:

a) Any contagious or infectious disease or illness, epidemic, pandemic or notifiable disease;

b) The presence (or suspected presence) of any bacteria, virus, parasite, spores, fungus, mould or mildew or other micro-organism or agent or any variation thereof whether deemed living or not, which is likely to cause any of the matters specified in a) above; or

c) Any order, action or advice from the Government or competent authority or quarantine or similar restrictions preventing, restricting, or impeding access to or use of the **static caravan** arising out of any the matters specified in a) or b).

For claims purposes of this exclusion loss liability, **damage**, claim, cost, expense or other sum, includes but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

a) For any communicable disease, or
b) Any property insured hereunder that is affected by such communicable disease.

General conditions

1. Payment by credit agreement condition

If **you** pay **your premium** by instalments under a credit agreement made available by **Lifesure**, **you** must pay each instalment when it is due. If **you** miss an instalment and do not pay it within the time frame permitted by the credit provider, **you** will have to pay all the money **you** owe along with any charges. Please refer to the applicable agreement **you** have with the credit provider for full terms and conditions including charges and payment **schedule**.

If **Lifesure** do not receive this payment by the date they have stated, **we** will cancel this insurance in accordance with the Cancellation section of this policy (page 22). If **you** or any insured persons have not made a claim under this insurance, **we** will refund the proportionate part of **your premium**.

2. Other insurance

We will not pay any **claim** where the loss, damage or liability is covered by any other insurance until the limit of the other insurance is exhausted. For amounts exceeding the limit of the other policy, **we** will not pay more than **our** share.

3. Fraudulent claim condition

If **you** make or report a claim under this insurance which is in any way fraudulent, **we** will:

a) not pay the fraudulent claim;

b) be entitled to refuse all claims arising after **your** fraud;

c) be entitled to recover from **you** any payments made to **you** for claims which arose after **your** fraud;

d) have the option to treat the contract as having been terminated at the time of the fraudulent act;

e) not return any of the **premium** paid by **you**.

The above will apply at the point the fraudulent act is discovered by **us**.

4. Several Liability

The liability of the **underwriters** is several and not joint and is limited solely to the extent of their individual proportions. The **underwriters** are not responsible for the subscription of any co-subscribing underwriter or any other insurer or co- insurer who for any reason does not satisfy all or part of its obligations.

How to cancel your policy

Cooling off period – fourteen (14) days

You are entitled to cancel this policy by contacting **Lifesure** within 14 (fourteen) days of either:

- the date **you** receive this insurance document; or
- the start of the **period of insurance**

whichever is the later. This period is the 'Cooling Off Period'.

Cancelling outside of the cooling off period

If **you** cancel this policy before it starts, **we** will refund the full **premium**. If **you** cancel this policy within the Cooling Off Period after the policy has started, **we** will provide a refund of any **premium you** have paid less an amount of **premium** in proportion to the time **you** have been on cover provided no claims have occurred. If any claims have been made **you** will not receive a refund of **premium**.

Please refer to **Lifesure's** terms of business (which are provided with quotations and each time **your** policy is issued and also available online at lifesure.co.uk/terms) for details of cancellation charges that may be applied by **Lifesure**.

We can cancel this policy by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason.

Valid reasons are as follows:

- Non-payment of **premium**;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Threatening or abusive behaviour or the use of threatening or abusive language.

Any refund due to **you**, within or outside of the Cooling Off Period, will be sent to **you** as soon as practicably possible.

Cancelling outside of the cooling off period

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

How to make a complaint

Lifesure's aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have a complaint about **your** policy or the handling of a claim **you** should, in the first instance contact **Lifesure** at:

Lifesure at:
3 Fenice Court
Phoenix Park
Eaton Socon
St Neots, Cambridgeshire
PE19 8EW

Tel: 01480 402460
Email: info@lifesure.co.uk

You may also contact **us** using the following details:
Head of International Compliance
HCC International Insurance Company plc
The St Botolph Building,
138-139 Houndsditch,
London,
EC3A 7BT

Tel: 020 7702 4700
Email: tmhcccomplaints@tmhcc.com

If **you** remain dissatisfied after **Lifesure** or **we** has considered **your** complaint, or if **you** have not received a written final response within eight (8) weeks from the date **Lifesure** or **we** received **your** complaint, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

Their contact details are:

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

Telephone: (Fixed): **0800 0234567** (Mobile): **0300 1239123** (Outside UK): **+44 (0) 20 7964 0500**

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

Website: **financial-ombudsman.org.uk**

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six (6) months of the date of the final response
- The Financial Ombudsman Service will only consider a complaint if **you** meet the definition of an eligible complainant. For more information, please visit: Who we can help (financial-ombudsman.org.uk).

Financial Services Compensation Scheme

HCC International Insurance Company plc and HDI Global Specialty SE are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website FSCS.org.uk or by contacting them on 0800 678 1100.

Policy conditions

Contracts (Rights of Third Parties) Act 1999

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

Sanctions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

Law applicable

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the main address of the static caravan as specified in the **schedule** and subject to the exclusive jurisdiction of the courts of that specific location.

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid directly to the appropriate authority.

Language

The language of **your** policy and any communication throughout the duration of the **period of insurance** will be English unless agreed otherwise.

Data protection notice

Lifesure, the **underwriters**, and other companies related to this insurance may use the personal and business details **you** have given **us** to: provide **you** with a quotation; deal with **your** policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer **your** policy and to handle claims and prevent fraud; support the development of **our** business by including **your** details in compliance business reviews which may be carried out by third parties acting on **our** behalf.

We may need to collect 'special category data' relating to insured persons, which under the Data Protection Act 2018 (DPA 2018), includes information relating to health and data about criminal convictions or offences. Special category data may be required for the purpose of evaluating the risk or administering claims. **We** will ensure that **we** have explicit consent from the insured persons for processing this type of information.

Personal data may be transferred to countries outside the UK. All data will be held securely and handled in accordance with the principles of applicable data protection laws.

Under the UK law DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. **Your** rights are outlined in full in **Lifesure's** data privacy notice, which can be accessed at: **Lifesure.co.uk/privacy**. Should **you** need to contact **Lifesure's** Data Protection Officer, please email: dpo@ajg.com

Tokio Marine HCC is part of the Tokio Marine HCC International Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at https://www.tmhcc.com/en/legal/privacy-policy.

HDI Global Specialty SE is part of the Talanx Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at https://www.hdi.global/legal/ privacy/.

If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy.

Image credit: Bahadir Yeniceri

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