

Touring Caravan Insurance

Policy Document



Mark Bates Ltd

THE HOME OF PREMIER CARE

GENERAL INFORMATION AND POLICY CONTENT

GENERAL INFORMATION AND POLICY CONTENT

Thank you for entrusting this insurance to Mark Bates Ltd. Mark Bates Ltd underwrite and manage this insurance on behalf of **the insurer** and act as its agent in performing duties under that agreement.

This policy is a legal contract and it is important that you read it carefully to make sure that it meets your requirements. If it does not, or if your insurance requirements change, please let us know immediately.

We would remind you that you must tell us immediately of any facts or changes which might affect the assessment or acceptance of this insurance. If you do not disclose all relevant facts you may invalidate your policy or your policy may not operate fully.

This policy content is stated below, together with a note of the page(s) they appear on. You should read this policy together with your current schedule which gives details particular to you, including the sums insured you have chosen.

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COMPLAINTS PROCEDURE

It is always our intention to provide **you** with a first class standard of service. Misunderstandings can, however, occur and we would prefer to know about the occasional problem than for **you** to remain dissatisfied.

Any communication with us can be made orally or in writing and on **your** behalf by a third party with **your** permission.

If a problem has arisen in connection with this policy that has not been resolved to **your** satisfaction and **you** wish to make a complaint, **you** should firstly discuss this with

**The Compliance Officer Mark Bates Ltd Premier House Londonthorpe Road
Grantham Lincs NG31 9SN**

Tel: 01476 593887

Email: complaints@markbatesltd.com

If **you** remain dissatisfied **you** may refer the matter to **the insurer** by contacting

The Compliance Officer

China Taiping Insurance (UK) Company Limited 2 Finch Lane London EC3V 3NA

Tel: 0207 839 1888

Fax: 0207 621 1202 E-mail: compliance@uk.cntaiping.com

The Compliance Officer will acknowledge the complaint within five business days and advise **you** of the person who will be dealing with the complaint and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

If **your** complaint should be more appropriately dealt with by another firm, **the insurer** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **The insurer** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.

Your complaint will be thoroughly investigated and **the insurer** will respond to it as soon as possible. Within twenty business days **the insurer** will provide a detailed response to **your** complaint in writing or, if it is not possible to respond within that time, **the insurer** will inform **you** in writing within twenty business days why it has been unable to resolve the complaint within that time, why it needs more time to do so and when **you** can expect to receive its final response.

If **the insurer** has not completed its investigation within eight weeks after the complaint was made, it will write to **you** and explain why there is a further delay. **The insurer** will also confirm when it expects to issue its final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service if **you** are dissatisfied with the delay. Its contact details are:

COMPLAINTS PROCEDURE

Financial Ombudsman Service
Exchange Tower Harbour Exchange Square London E14 9SR
Tel: 0800 023 4567 from landlines or 0300 123 9123 from mobile phones
Fax: 020 7964 1001
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so free of charge, but **you** must do so within six months of the date of **the insurer's** final response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **the insurer's** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation rights

In the event that **the insurer** is unable to meet its legal obligations under this insurance **you** may be entitled to apply for compensation under the Financial Services Compensation Scheme (FSCS). Further information is available from FSCS. Tel: 0800 678 1100.
Website www.fscs.org.uk

AGREEMENT

Agreement between you and the insurer

The insurer will pay for any **damage**, legal liability, costs, expenses, benefits or assistance described in this policy arising from events happening during the **period of insurance** for which it has accepted a premium.

The insurer has relied on the information supplied by **you** in connection with this insurance to enable it to form the contract of insurance between **you** and **the insurer**.

This policy should be read together with the **schedule**.

INFORMATION YOU HAVE GIVEN US

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

If **the insurer** establishes that **you** deliberately or recklessly provided it with false or misleading information **the insurer** will treat this policy as if it never existed and decline all claims.

If **the insurer** establishes that **you** carelessly provided it with false or misleading information it could adversely affect **your** policy and any claim. For example, **the insurer** may

- 1) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **The insurer** will only do this if it provided **you** with insurance cover which it would not otherwise have offered;
- 2) amend the terms of **your** insurance. **The insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- 3) reduce the amount it pays on a claim in the proportion the premium **you** have paid bears to the premium it would have charged **you**; or
- 4) cancel **your** policy in accordance with the Cancellation condition of this policy.

You will be written to if **the insurer**

- 1) intends to treat **your** policy as if it never existed; or
- 2) needs to amend the terms of **your** policy.

If **you** become aware that information **you** have provided is inaccurate, **you** must inform Mark Bates Ltd as soon as possible.

Mark Bates Ltd
Premier House Londonthorpe Road Grantham Lincs NG31 9SN

Tel: 01476 513784

Email: enquiries@markbatesltd.com

DEFINITIONS

DEFINITIONS APPLYING TO THE WHOLE POLICY

Definitions are set out below and any word or phrase that has a definition is printed throughout this policy in bold type.

Caravan	Caravan described in the schedule . In addition, the caravan shall include its fixtures, fittings, equipment and accessories, including awnings whilst within or attached to the caravan , up to the sum insured stated in the schedule .
Computer System	Any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or micro-controller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned, operated by or held in trust by you .
Contents	Household goods (excluding clothing, personal effects, money and documents) whilst within the caravan and for use exclusively therein or whilst temporarily removed from your private dwelling, but for use within the caravan only.
Damage	Loss or damage.
Data	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system .
Period of insurance	Period shown in the schedule and any further period for which you have paid, or have agreed to pay and the insurer has accepted, or has agreed to accept, the premium.
Schedule	Schedule containing your particulars as required by this insurance and is supplied with this policy. On renewal and whenever a change or circumstances is agreed, a new schedule will be issued.
Territorial Limits	<ol style="list-style-type: none">1) United Kingdom, the Channel Islands and the Isle of Man; and2) all member countries of the European Union, Norway and Switzerland for a maximum of 90 days in any one period of insurance.
Terrorism	Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.
The insurer	China Taiping Insurance (UK) Company Ltd.
You/your	Person(s) named as "The insured" in the schedule .

This policy does not cover the following.

1) General

Any loss, damage, legal liability, costs, expenses or benefits directly or indirectly caused by or contributed to or arising from

a) Radioactive contamination

- i) ionising radiations from, or contamination by radioactivity from, any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

b) War risks

war, invasion, act of foreign enemy hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

c) Sonic bangs

pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

d) Pollution

pollution or contamination by naturally occurring or man-made substances forces or organisms, or any combination of them, whether permanent or transitory and however occurring, but this exclusion shall not apply to a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

e) Date recognition failure

the failure of any **computer system**, whether belonging to **you** or not, correctly to

- i) recognise any date as its true calendar date;
- ii) capture, save, retain or to correctly manipulate, interpret or process any **data**, information, command or instruction as a result of treating any date otherwise than as its true calendar date; or
- iii) capture, save, retain or process any **data** as a result of the operation of any command which causes the loss of **data** or the inability to correctly capture, save, retain or process such **data**.

2) Communicable disease

This policy excludes any actual or alleged damage, legal liability, death, injury, illness, costs and expenses - including, but not limited to, any cost to clean up, detoxify, remove, monitor or test - and any other sum of any nature whatsoever directly or indirectly caused by, contributed to, resulting from, originated by, attributable to or occurring concurrently with a **communicable disease** or the fear or threat (whether actual or perceived) thereof.

The presence of a person or persons at the **private dwelling** that is/are possibly or actually infected with a **communicable disease** shall not constitute loss or damage, whether physical or otherwise, or give rise to **your** legal liability or any costs or expenses in any way. For the purpose of this exclusion, a **communicable disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;
- b) the method of transmission includes, but is not limited to, airborne transmission and bodily fluid transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage, injury or illness to human health or human welfare or can cause or threaten damage to or deterioration, loss of value, marketability or loss of use of property.

Provided that where **we** allege that this exclusion applies, then the burden in proving to the contrary lies with **you**.

3) Cyber exclusion

This policy excludes any loss, damage, consequential loss, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with

- a) a **cyber loss**; and
- b) any loss of use, reduction in functionality, erasure, corruption, alteration, repair, replacement, restoration, research, engineering or reproduction of any **data**, including any amount pertaining to the value of such **data**

regardless of any other cause or event contributing concurrently to or in any sequence to.

Notwithstanding a) and b) above, this policy covers the cost to repair or replace a **computer system**, including any consequential loss, following loss or damage insured under this policy directly occasioned by or resulting from fire, explosion, lightning, theft or attempted theft, escape of water, accidental damage, vehicle or aircraft impact, earthquake, falling objects, windstorm, flood and hail.

For the purpose of this exclusion:

Cyber act means

- i) one or a series of unauthorised malicious or criminal acts or instructions, regardless of time and place, or the threat or hoax thereof, involving access to or processing, transmission, use or operation of any **data** and/or **computer system**; and
- ii) the transmission or impact of any virus, meaning a corrupting instruction that propagates itself via a **computer system** or network.

Cyber incident means any misuse, error or omission or series of related errors or omissions involving

- i) access to, or the processing, use, operation or availability of, any **data** and/or **computer system** or any reductions in the functionality of, or partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate, any **computer system**; and
- ii) any use of electronic networks, including, but not limited to, the internet and private networks, intranets, extranets, electronic mail, worldwide web, social media and similar medium carried out by **you** or by any person, partnership, firm or company acting for **you** or on **your** behalf.

Cyber loss means any **cyber act** or **cyber incident**, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

4) **Loss in value**

Loss in value of any property following repair or replacement.

5) **Act of terrorism**

Harm or loss of or damage to life or property, or the threat of such harm or **damage**, by nuclear and/or chemical and/or biological and/or radiological means, resulting directly or indirectly from, or in connection with, **terrorism**, regardless of any contributing cause or event.

GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

1) **Reasonable care**

If **you** have not taken all reasonable steps to prevent accidents or **damage** and maintain the property in a sound condition and good repair, **the insurer** shall not be liable to make any payment under this policy.

2) **Changes that may affect your insurance**

The insurer has relied upon information advised to them in deciding to provide **you** with this insurance. **You** must tell them as soon as possible if there are changes that may affect **your** insurance, such as, but not restricted to, the following.

You change the address where **you** normally live or where the **caravan** is kept.

You are convicted of, or have a conviction pending for, any offence other than a motoring offence.

The use of the **caravan** is changed, such as let out for hire.

You are declared bankrupt, or are the subject of bankruptcy proceedings.

In the event of any such change, **the insurer** will have the option of amending the terms under which this insurance has been provided or cancelling this insurance from the date of change.

3) **Cancellation**

a) **The insurer** may cancel this policy by sending 30 days' notice by recorded delivery to **you** at **your** last known address and **the insurer** will allow a pro rata refund of premium for the unexpired period to expiry date, subject to paragraph d) below.

b) **You** may cancel this policy at any time and **the insurer** will allow a refund of premium for every full quarter of the **period of insurance** that remains in force from the date of cancellation, subject to paragraph d) below.

c) If **you** pay **your** premium by monthly direct debit and there is a default in payment, **the insurer** reserves the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. No refund of premium or credit charge will be due when cancellation takes place in these circumstances.

d) Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **the insurer** reserves the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge, if applicable, shall be payable for the period of cover provided.

4) **Other insurance**

If any loss, damage, legal liability, costs or expenses covered by this policy is insured elsewhere, **the insurer** will only pay its share of any claim, unless stated to the contrary in any section of this policy.

5) **Fraud**

All benefit under this policy will be forfeited, with no refund of premium, if any claim is in any respect fraudulent, or if any fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy.

6) **Tax**

In addition to the premium, the cost of this insurance includes tax due on the premium which **the insurer** is required to collect in accordance with current legislation.

7) **Governing law**

There is a choice of law for this insurance, but unless **the insurer** agrees otherwise, English law applies.

8) **General Data Protection Regulation**

It is agreed by **you** that any information provided to **the insurer** regarding **you** for the purpose of accepting insurance and handling any claims may, if necessary, be divulged to third parties, provided that it will be processed by **the insurer** in compliance with the provisions of the General Data Protection Regulation.

9) **Contracts (Rights of Third Parties) Act 1999**

A person or company who was not 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 general condition does not affect any right or remedy of a third party which exists, or is available, other than by virtue of this Act.

10) **Sanctions**

The insurer shall not provide any benefit under this policy to the extent that such cover or claim payment would expose **the insurer** to any sanction, prohibition or restriction under the trade or economic sanctions, laws and regulations of the United Kingdom, European Union or United States of America or under the United Nations resolutions.

CONDITIONS APPLYING IN THE EVENT OF A CLAIM

1) Notification of claims

Your failure to act in accordance with the requirements stated in paragraphs a) and b) below may, at **the insurer's** option, result in **your** claim being invalid.

a) Claims other than for legal liability

In the event of an incident likely to result in a claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and proofs that **the insurer** requires within 30 days;
- ii) immediately report to the police any theft, malicious damage, vandalism or loss of property; and
- iii) take all reasonable steps to minimise the claim and take all practical steps to recover lost property and discover any guilty person.

b) Legal liability

In the event of any accident likely to result in a legal liability claim **you** must

- i) advise **the insurer** as soon as possible, but no later than 14 days thereafter and at **your** expense provide written details and any assistance that **the insurer** requires within 30 days;
- ii) immediately send to **the insurer** any letter, writ, summons or other legal document issued against **you** without answering it; and
- iii) not negotiate, pay, settle, admit or deny any claim without **the insurer's** written consent.

If **you** need to notify **the insurer** of a claim, or of any circumstances or incident which may cause a claim, **you** should contact.

**Claims Department, Mark Bates Ltd, Premier House, Loundthorpe Road,
Grantham, Lincolnshire. NG31 9SN**

Tel No: 01476 514470 Fax: 01476 591543

Email: claims@markbatesltd.com

2) Conduct of claims

a) Rights of the insurer

In the event of a claim **the insurer** may

- i) enter into and inspect any **caravan** where the **damage** has occurred and take charge of any damaged property - no property may be abandoned to them; and
- ii) take over and control any proceedings in **your** name, for the benefit of **the insurer**, to recover compensation from any source or defend proceedings against **you**.

b) Recovery of lost or stolen property

If any lost property is recovered, **you** must let **the insurer** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **you** must take it back and **the insurer** will then pay for any damage.

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

Insuring clause

In the event of **damage** as a result of any sudden, unexpected or accidental cause to **your caravan** and **your contents** whilst situated anywhere within the **territorial limits**, **the insurer** will pay for the cost of repair or replacement in accordance with the basis of settlement.

Additional covers

This section extends to include the following additional covers.

1) Emergency removal

If **your caravan** cannot be moved as a result of **damage** insured by this policy while in use, **the insurer** will pay the extra costs **you** reasonably have to pay to

- a) recover the **caravan** from the scene of a road traffic accident;
- b) remove the **caravan** from the premises of a recovery company to the secure premises of **the insurer's** nearest approved repairer; and
- c) deliver the **caravan** to **you** at **your** private residence or other address **you** request and **the insurer** agrees to.

2) Loss of use

If **you** cannot stay in the **caravan** as a result of **damage** insured by this policy while in use and **you** decide to continue with **your** holiday, **the insurer** will pay the extra costs **you** reasonably have to pay for

- a) hotel accommodation (not including food and drink) up to £100 a day for up to 15 days; or
- b) hire costs for a replacement caravan up to £100 a day for up to 15 days.

Basis of settlement

In the event of **damage** insured by this section **the insurer** will pay the following.

- 1) If the **caravan** and **contents** were purchased new and are less than 2 years old at the date of the **damage**, at **the insurer's** option, the cost of repair or replacement to a condition equivalent to or substantially the same as, but not better or more extensive than, its condition when new.
- 2) If the **caravan** and **contents** are more than 2 years old at the date of the **damage**, or were purchased by **you** second hand, at **the insurer's** option either
 - a) the cost of repair or the value of the property insured after allowance for wear, tear and depreciation whichever is the lesser; or
 - b) the cost of replacement after allowance for wear, tear and depreciation.

Settlement of any claim will be by repair or replacement of the **caravan** and/or **contents** and there is no cash payment, other than at **the insurer's** discretion.

The insurer shall not be liable to pay more than the sum insured stated against each item in the **schedule**.

If the sum insured stated in the **schedule** is insufficient to pay the appropriate repair or replacement cost in full, **the insurer** will only pay the same proportion of the **damage** as the sum insured bears to the appropriate replacement cost.

Exclusions

The insurer will not pay for the following.

- 1) The first £100 of each and every claim.
- 2) **Damage** caused by mechanical or electrical breakdown, moth, vermin, domestic pets, frost, contamination, wear and tear or any gradually operating cause.
- 3) **Damage** caused by repairing, restoring, renovating, cleaning or dyeing.
- 4) **Damage** arising from confiscation or detention by customs officials, the police or other authority.
- 5) **Damage** caused intentionally by or with the connivance of **you** or any member of **your** family or other person residing with **you**
- 6) Manufacturing or design defects or defective workmanship or any **damage** caused by, arising from or exacerbated by such defects.
- 7) **Damage** by wind or storm to awnings or other accessories attached to the **caravan**.
- 8) Water leakage as a result of defects to the **caravan**.
- 9) Theft of **contents**, fixtures and fittings, equipment and accessories of the **caravan** whilst the **caravan** has been left unoccupied, unless all doors have been locked and all windows and other openings have been secured into their fixed position.
- 10) Theft of **contents**, fixtures and fittings, equipment and accessories of the **caravan**, unless entry to the **caravan** has been gained by forcible and violent means, but this exclusion shall not apply if the **caravan** itself has been stolen.
- 11) Punctures or loss of or damage to tyres, unless caused by vandalism or accident resulting in loss of or damage to the main body of the **caravan**.
- 12) **Damage** whilst being towed if the **caravan** weighs in excess of the maximum towing weight recommended for the towing vehicle by its manufacturer.

Security conditions

Each of the following conditions will only apply if stated in the **schedule**. When a condition does apply it must be adhered to otherwise **the insurer** shall not pay for the theft of the **caravan**.

- 1) The **caravan** must be fitted with a hitch lock at all times, other than during the procedure of attaching to or detaching from a vehicle.
- 2) The **caravan** must be fitted with an operational 24 hour active tracking device to Thatcham category 6 or 7 standard.
- 3) At least one wheel of the **caravan** must be fitted with a wheel clamp when the **caravan** is left unattended.
- 4) When the **caravan** is attached to an unoccupied vehicle
 - a) its engine must not be left running and the ignition key should be removed and not left in the vehicle; and
 - b) all doors of the vehicle must be locked and all windows and other openings placed in their closed positions.

Insuring clause

The insurer will pay for

- 1) all compensation and claimants' costs and expenses for which **you** are legally liable as a consequence of actual bodily injury (including death, illness, disease and nervous shock) or accidental **damage** to property occurring during the **period of insurance** and arising in connection with **your** ownership, possession or use of the **caravan**; and
- 2) all costs and expenses arising in connection with paragraph 1) incurred with **the insurer's** consent.

The insurer's liability for all compensation and costs and expenses arising out of 1) and 2) above in respect of any occurrence or series of occurrences attributable to one source or original cause shall not exceed £5,000,000.

The definition of "**you**" extends to include **your** spouse or domestic partner.

This section does not cover liability arising from the following.

- 1) While the **caravan** is attached to a mechanically propelled vehicle.
- 2) An accident caused by the **caravan** or part thereof becoming detached from any towing vehicle.
- 3) Whilst the **caravan** is being transported by another vehicle.
- 4) The passing on of any infectious disease or any virus, syndrome or illness.
- 5) An event occurring outside of the **territorial limits**.
- 6) Actual bodily injury to **you** or any of **your** employees.
- 7) Loss of or damage to property belonging to **you** or for which **you** are responsible.
- 8) Any event occurring before the inception date of this policy.
- 9) An award of any court in a country outside of the United Kingdom, the Channel Islands, the Isle of Man, the European Union, Norway or Switzerland.



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www.markbatesltd.com

Mark Bates Ltd, Premier House, Londonthorpe Road, Grantham. NG31 9SN
Tel:01476 513781 Fax:01476 591543
Email: enquiries@markbatesltd.com

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