



**CEDAR**  
**UNDERWRITING**

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**Static Caravan  
Policy Wording**

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## Introduction

Thank you for choosing Cedar Underwriting Limited to insure **Your Holiday Caravan**.

This **Policy** provides cover for **Your Holiday Caravan** and where selected **Your Contents**. All items covered are shown in **Your Schedule**.

This document sets out the conditions of the **Policy** between **You** and **Us**. This document, the **Schedule** and any **Endorsement(s)** attached form **Your Policy**.

This **Policy** sets out all the circumstances in which **You** can make a claim. It is not a maintenance contract, and it does not protect against every loss.

In deciding to accept this insurance and in setting the terms, **We** have relied on information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

Certain words will appear in bold in this **Policy**, they will have the meanings shown in the Policy Definitions section of this **Policy**.

There are Policy and Claims Conditions contained in this **Policy** and conditions specific to certain sections (additional requirements may be imposed by **Endorsement**) that are all important to **Us** and which **We** rely upon **You** to comply with. The Policy and Claims Conditions sections cover certain rights of both parties (**You** and **Us**) in the event of a claim. The Claims Conditions Section details the claims process.

The Policy Conditions clearly set out what **You** must do to ensure cover under this **Policy** is not prejudiced. In the event that **You** do not comply with a condition(s) and **You** need to make a claim **You** will need to show that non-compliance with the condition could not have increased the risk of **Damage** which has occurred.

If **You** are unsure as to what a condition means or if **You** are unable to comply with the terms **You** should consult with the broker that arranged this insurance on **Your** behalf.

Exclusions applying to the whole **Policy** are contained within the Policy Exclusions section (in addition to the exclusions under each specific section of cover) and **We** will not pay a claim if these exclusions are applicable.

The **Schedule** attaching to this **Policy** will set out the **Period of Insurance** and specify the **Sums Insured**.

The **Schedule** may also contain additional conditions to the **Policy** wording that **We** have imposed placing additional conditions on **You** and/or limited coverage. The terms of those conditions will be attached to the **Policy** in the form of an **Endorsement**.

Please read the whole document carefully and keep it in a safe place. It is arranged in different sections. It is important that:



- **You** are clear which Sections **You** have requested and want to be included.
- **You** understand what each Section covers and does not cover.
- **You** understand and comply with **Your** own duties under each Section and under the Insurance as a whole.
- **You** check that the information **You** have given **Us** is complete and accurate and not misleading or untrue.
- **You** notify the broker that arranged this insurance on **Your** behalf as soon as reasonably practicable of any inaccuracies in the information **You** have given **Us**.
- **You** review the document periodically to ensure that the cover remains adequate and notify the broker that arranged this insurance on **Your** behalf as soon as reasonably practicable if any updates are required.

In the event that the cover does not meet **Your** requirements **You** should advise the broker that arranged this insurance on **Your** behalf as soon as reasonably practicable.

In the unlikely event that **You** feel that **You** need to make a complaint concerning this insurance **You** will find the process in the Enquiries and Complaints Procedure Section.



## Useful Information & Phone Numbers (Claims and Complaints)

### How to make a claim

The Claims Conditions Section of this **Policy** explains who **Our** claims representatives are, how to make a claim, and the conditions that **You** must comply with relating to the claims process.

Please ensure that **You** refer to and understand the Claims Conditions Section in this **Policy**.

To make a claim simply call **Our** claims representatives 24 hours help line or email them.

Lucas Claims Solutions  
Fairways Business Park  
Fulwood  
Preston, PR2 9LF

Telephone Number: 02891 245 840 (24-hour  
claim help line)

E-mail: [office@lucas-solutions.com](mailto:office@lucas-solutions.com)

Please refer to the Claims Condition Section for full details of the claim's procedure.

### How to make a complaint

We aim to provide all our customers with a first-class standard of service. If our service or that of one of our insurer partners does not meet **Your** expectations, we want to hear about it so we can put things right.

Our complaints procedure can be found in the Enquiries and Complaints Procedure Section of this policy wording.



## Parties to this insurance

Your insurance is provided by the subscribing insurers as listed below:

Subscribing Insurers	Unique Market Reference	Sections	Proportion
SCOR Syndicate 2015 managed by the SCOR Managing Agency Limited	As shown in <b>your schedule</b>	Section 1 – Holiday Caravan Cover Sub Section 1 – Public Liability Cover	100%

**We** (SCOR Syndicate 2015 at Lloyd’s managed by the SCOR Managing Agency Limited) have given written delegated authority to Cedar Underwriting Limited to underwrite and act on **Our** behalf under the Unique Market Reference shown in **Your Schedule**. **We** agree to provide this insurance subject to the terms and conditions contained within during the **Period of Insurance** in return for the premium **You** have paid or have agreed to pay against **Damage You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown in the **Schedule**.

SCOR Managing Agency Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 605605). Registered in England and Wales No. 08614385. Registered Office: 10 Lime Street, London, EC3M 7AA.

Cedar Underwriting limited is an insurance intermediary, authorised and regulated by the Financial Conduct Authority (Firm Reference Number 785986). Cedar Underwriting Limited is registered in England and Wales under company number 10786785. Registered address: 75-77 Cornhill, London, EC3V 3QQ.

**You** can search the financial services register at [register.fca.org.uk/s/](https://register.fca.org.uk/s/)

### Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.



In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.



## Financial Services Compensation Scheme

In respect of the following statement only, 'We/Our' refers to SCOR Managing Agency Limited and Cedar Underwriting Limited.

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **we** are unable to meet **our** obligations under this **policy**. If **you** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **policy**. Further information about the FSCS is available from:

Financial Services Compensation Scheme PO Box 300 Mitcheldean GL17 1DY	E-mail: <a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a> Tel: For UK callers: 0800 678 1100 (free phone) Tel: For callers from abroad: +44 (0) 20 7741 4100 Web: <a href="http://www.fscs.org.uk">www.fscs.org.uk</a>
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## Your Personal Information Notice

For the purposes of the following statement only “We/us/Our” refers to SCOR Managing Agency Limited and Cedar Underwriting Limited.

### The basics

**We** collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

### Other people’s details **you** provide to **us**

Where **you** provide **us** or **your** insurance advisor that arranged this **policy** on **your** behalf with details about other people, **you** must provide this notice to them.

### Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

SCOR Managing Agency Limited	<a href="http://www.scor.com/en/cookies-privacy">www.scor.com/en/cookies-privacy</a>
Cedar Underwriting Limited	<a href="http://www.cedarunderwriting.co.uk/privacy-policy-policyholders">www.cedarunderwriting.co.uk/privacy-policy-policyholders</a>

Alternatively, **You** can request a copy of **Our** privacy notices from Cedar Underwriting Limited by



using the contact detail below:

Cedar Underwriting Limited	By E-mail: <a href="mailto:compliance@cedarunderwriting.co.uk">compliance@cedarunderwriting.co.uk</a> By phone: 0800 612 0344 or by writing to us at: First Floor Offices, Barberry House, 4 Harbour Buildings, Waterfront West, Brierley Hill, DY5 1LN
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Contacting **us** and **your** rights

**You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance.



## Important Information

### Cancellation

If **You** decide to cancel this **Policy You** can do so at any time by notifying the broker that arranged this insurance on your behalf.

If **you** do not exercise **your** right to cancel this **Policy** the insurance will continue in force, and **You** will be required to pay the premium.

### Your cancellation Rights

#### Prior to the start of the period of insurance

If **You** decide to cancel this policy and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

#### During the cooling off period of fourteen (14) days

**You** may cancel this insurance contract provided **you** have not made a claim under such insurance contract and the broker that arranged this insurance on your behalf receives written confirmation of cancellation by post, fax or email within 14 days of the policy start date or the date **You** receive full policy documentation.

If **You** do cancel within such 14-day period, provided **You** have not made a claim, we will refund any premiums paid subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

#### After the cooling off period

**You** can also cancel this insurance contract at any time by notifying the broker who arranged this insurance on **Your** behalf. Any return premium due to **You** will depend on how long this insurance contract has been in force and whether **You** have made a claim. Providing that **You** have not made a claim the return premium will be calculated on a proportionate basis which will be subject to a minimum time on risk charge as stated in the **Schedule**.

#### Proportionate return example:

If **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium subject to the minimum time on risk charge stated in the **Schedule** (where this applies).

### Our Cancellation Rights

**We** or Cedar Underwriting, can cancel this insurance contract by giving **You** 30 days' notice in writing. Any return premium due to **You** will depend on how long this insurance contract has been



in force and whether **You** have made a claim. Providing that **You** have not made a claim the return premium will be calculated on a proportionate basis.

Examples of why **Your** insurance contract may be cancelled are as follows:

- if **You** change **Your** address.
- Where **We** have been unable to collect a premium payment following non-payment correspondence issued to **You** or the broker that arranged this insurance on **Your** behalf.
- A change in the information **You** have previously given **Us** where **We** are able to demonstrate that **We** would not normally offer insurance.
- Unacceptable behaviour by **You** such as abusive behaviour or language, intimidation or bullying of our staff or suppliers.
- **You** have deliberately misrepresented any information given to **Us**.
- **Your** failure to cooperate with **Us** in accordance with **Our** claims conditions where it affects **Our** ability to process **Your** claim.
- If **You** have acted fraudulently in any way.
- **You** have deliberately or falsely overstated information given to **Us**.

#### **Information You Have Given Us**

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- a) treat this policy as if it never existed;
- b) decline all claims; and
- c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there are no outstanding claims and (ii) and/or (iii) apply, **We** will have the right to:



- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.
- (3) If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform the broker that arranged this insurance on your behalf as soon as possible.

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

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

#### **The Consumer Insurance (Disclosure and Representations) Act 2012**

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The act also places a duty on the insurer to ensure that the questions they ask the policyholder are clear and not misleading.

#### **Law and Language Applicable to Contract**

The language of this **policy** and all communications relating to it will be English.

This insurance will be governed by English Law, **you** and **we** agree to submit to the exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply, and the Jersey courts will have exclusive jurisdiction).



## Policy Definitions

Throughout this document where the following words appear in bold they will have the meanings shown below.

**Bodily Injury** means accidental physical injury, death, or illness (including mental anguish or shock).

**Contents** means **Personal Belongings**, bedding, household linen and luggage, utensils, furniture and furnishings that are not fitted to the **Holiday Caravan**, which **You** or **Your Family** own, including free standing furniture, clothing, barbecues, luggage, valuables and general household goods, including TV's, radios, video or DVD recorders, computers and hi-fi systems whilst contained in or about the **Holiday Caravan** and/or adjacent locked storage.

Excluding:

- a) Any item worth more than 50% of the **Contents Sum Insured** unless specified in the **Schedule**.
- b) Property where more specific insurance is in place.

**Cyber** means any risk where the losses are cyber-related, arising from either malicious acts (e.g. cyber-attack, infection of an IT system with malicious code) or non-malicious acts (e.g. loss of data, accidental acts or omissions) involving either tangible or intangible assets.

### **Damage/Damaged**

Loss of or damage to the **Holiday Caravan** and **Contents**.

**Defined Peril** means fire, lightning, explosion, earthquake, **Storm** or flood, freezing or escape of water from fixed water or heating systems, washing machines or dishwashers, oil escaping from a fixed heating system, riot, civil commotion, strike, labour or political disturbance, malicious persons, theft or attempted theft, falling trees or branches, falling television or radio aerials, aerial fittings or masts, collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

### **Endorsement(s)**

A change in the terms and conditions of this insurance agreed by **You** and **Us**. **Endorsements** which apply to **Your** insurance (if any) will be shown in the **Schedule**.

**Excess** means the amount payable by **You** as shown in the **Schedule** in the event of a claim.

**Family** means **Your** spouse/partner, children, parents and other relatives and friends using the **Holiday Caravan** with **Your** permission.

**Fees** means fees which have to be paid to repair or replace the **Holiday Caravan** other than costs which **You** incur to submit a claim under this **Policy**.



**Geographical Limits** means United Kingdom, the Channel Islands or the Isle of Man

**Holiday Caravan** means the static caravan as shown in **Your Schedule** plus: awnings, external steps, balconies, decking, toilet tents and portable toilets, fixtures and fittings including refrigerators, microwaves, cookers, generators, gas bottles securely padlocked unless in use and connected, wheel clamps, hitch locks, batteries, aerials, water tanks and other similar caravan attachments but excluding outbuildings.

**Insured Event**

A claim **You** have made under a section of this **Policy**.

**Market Value** means the value of the **Holiday Caravan** taking into account its type, age, wear and tear, and general condition in the open market at the time of the loss, and in the event of a total loss taking into account **Fees** and associated costs.

**Money** means current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, travellers cheques, postal and money orders, premium bonds, luncheon vouchers, telephone cards, season travel tickets and gift tokens.

**New for old** means the cost of replacing the **Holiday Caravan** with its new equivalent in the event of a total loss taking into account **Fees** and associated costs.

**Personal Belongings**

Clothes and personal articles people normally wear or carry, portable electrical equipment but excluding:

**Money**, jewellery, Gold Silver, watches, articles of precious metals, photographic and optical equipment, camcorders, furs, pictures, works of art, curios and stamp, coin and other collections, contact or corneal lenses, sports equipment, pedal cycles, fishing equipment, boating equipment, surfboards, pets, livestock, securities, documents of any kind.

**Policy**

The entirety of the **Policy**, the **Schedule** and/or any **Endorsements** or amendments (whether or not such **Endorsements** or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Policy** shall refer to the entire **Policy**.

**Period of Insurance**

The period of insurance specified in the **Schedule**

**Schedule**

The document detailing the policyholder and the extent of cover provided under the **Policy**.

**Storm**

Strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow. Heavy or persistent rain or snow alone does not constitute storm unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.



For the purposes of this definition:

- a) Extreme rain is 25mm/1 inch or more of rain over a 1-hour period or a proportionate amount over a shorter time.
- b) Extreme snow is 30cm/12 inches or more of snow within a 24-hour period (or less).

**Sum Insured**

The sum specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

**Unoccupied** means when the **Holiday Caravan** is without occupants living in, vacant, uninhabited, untenanted by people.

**We/Us/Our** means the subscribing insurer as shown in the Parties to this Insurance Section in this policy wording.

**You/Your/Insured** means the Insured Person(s) or entity named in the **Schedule**.





## Section 1 - Holiday Caravan Cover

If the **Holiday Caravan** or **Contents** is subject to **Damage** caused by a **Defined Peril** during the **Period of Insurance** whilst the **Holiday Caravan** is sited at the address stated in the **Schedule** then following an **Insured Event** **We** may pay **You**, at **Our** option, the cost of repair, the amount of **Damage** or replace the **Holiday Caravan** and **Contents** subject to the following basis of settlement:

### Basis of Settlement

- a) If **Your Holiday Caravan** is less than ten years old at commencement of this insurance or at the time of **Damage** -
  - i) If repair is carried out, **We** will pay the cost of repair without deduction for wear and tear
  - ii) If **Your Holiday Caravan** is **Damaged** beyond economic repair or is stolen and not recovered **We** will pay for replacement as new of the same make and model or the nearest equivalent
  - iii) If **Your Contents** (other than clothing and personal effects) are **Damaged**, **We** will pay for replacement as new
  - iv) If **Your Personal Belongings** are **Damaged**, **We** will pay the cost of replacement as new less a deduction for wear, tear and depreciation
- b) If **Your Holiday Caravan** is over ten years old at the time of **Damage** -
  - i) If repair is carried out, **We** will pay the cost of repair without deduction for wear and tear
  - ii) If **Your Holiday Caravan** is **Damaged** beyond economic repair or is stolen and not recovered, **We** will pay the **Market Value**
  - iii) If **Your Contents** and **Personal Belongings** are **Damaged**, **We** will pay for replacement as new less a deduction for wear, tear and depreciation
- c) The maximum **We** will pay for **Damage** to **Contents** as described in a) and b) above is 25% of the **Holiday Caravan Sum Insured** unless otherwise stated in the **Schedule**.

### Extensions of Cover applicable to Section 1

#### Loss of Use and Hiring Charges

In the event of the **Holiday Caravan** being rendered unusable following an **Insured Event** under this Section, **We** will pay rental charges booked prior to the **Damage** and expenses reasonably incurred for the hire of another caravan or alternate accommodation up to 20% of the **Sum Insured** under this Section. Payments will cease when the 20% limit has been paid or when **We** consider the **Holiday Caravan** to be fit for use, whichever comes first.

**You** must maintain a record of all bookings, agreed hiring charges, expenses incurred, and deposits paid.

#### Freezer Food

**We** will pay up to £100 following **Damage** to freezer food contained in a domestic freezer due to a rise or fall in the temperature of the freezer but excluding **Damage** arising from the deliberate cutting off of the power supply.

#### Removal of Debris

Following an **Insured Event**, **We** will pay for costs and expenses necessarily incurred by **You** with **Our** consent in:



a) removing debris from  
b) dismantling and/or demolishing  
the portion or portions of the **Holiday Caravan** and/or **Contents** insured as a result of **Damage**.

#### **Replacement Locks**

**We** will pay to replace locks to the **Holiday Caravan** following accidental loss of the keys or **Damage** caused to the locks.

#### **Contents in the Open**

**We** will pay for **Damage** to **Contents**, which are specifically designed to stay in the open, which are within **Your** designated plot on the site **Your Holiday Caravan** is located whilst it is occupied caused by a **Defined Peril** up to a maximum of £300.

#### **Accidental Damage to Underground Services**

**We** will pay for **Damage** caused to the underground water, gas, sewer and drainpipes and underground electricity and telephone cables within **Your** plot boundary connected to the public mains for which **You** are legally responsible.

#### **Accidental Damage to Sanitary Ware and Fixed Glass**

**We** will pay for **Damage** to glass in doors, windows, fanlights or skylights or of washbasins, splashbacks, pedestals, baths, sinks, bidets, lavatory cisterns, lavatory pans, shower trays and shower screens all fixed to and forming part of the **Holiday Caravan**.

### **Conditions applicable to Section 1**

#### **Average**

The insurance of property by this **Policy** is subject to the condition of Average.

This means that if the **Sum Insured** immediately before any **Damage** does not represent the full cost of replacement as described in '**Sum Insured**' then **We** will only pay the same proportion of the **Damage** as the **Sum Insured** bears to the full cost of replacement. For example: if the sum represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or **Damaged**.

### **Exclusions applicable to Section 1 (in addition, the Policy Exclusions also apply to this Section)**

The following Exclusions apply to this Section:

- 1) **Damage** caused by or arising from the use of portable heaters with a naked flame
- 2) **Damage** caused by or arising from manufacturing defects, depreciation, weathering, wear and tear, gradual deterioration, ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, insects moths or vermin, rust corrosion fungus or woodworm or the process of dyeing, cleaning, washing, maintenance, dismantling altering or repair (but this exclusion shall not exclude subsequent **Damage** which is otherwise not excluded)
- 3) **Damage** unless the **Holiday Caravan** is securely anchored to the ground at four (or more) points of the chassis or is fully skirted
- 4) **Damage** by theft, attempted theft or malicious damage caused by **You** or **Your Family** or



any other occupant or user or with the involvement of any occupant or user of the **Holiday Caravan**.

- 5) **Damage** to televisions, personal computers, audio and video equipment occurring whilst the site is closed or while the **Holiday Caravan** is **Unoccupied** for a period of more than 30 consecutive days.
- 6) **Damage** caused by or arising from theft or attempted theft not involving forcible and violent entry into or exit from the **Holiday Caravan** unless the **Holiday Caravan** itself is stolen.
- 7) **Damage** caused by or arising from deception by persons claiming to be a buyer or a buying or selling agent
- 8) **Damage** caused by domestic pets.
- 9) **Damage** caused by any process of repair or restoration.
- 10) **Damage** caused by electrical or mechanical breakdown
- 11) The **Excess**.
- 12) **Damage** arising from deception or the use of stolen, forged or invalid cheques drafts bank notes and the like.



## **Sub-section 1 – Public Liability Cover**

**We** will cover **You** up to £1,000,000, or the amount as stated in **Your Schedule**, in respect of amounts **You** become legally liable to pay following **Bodily Injury** or **Damage** to property arising from one event or all events of a series consequent on one original cause happening during the **Period of Insurance** caused by or through **Your** use of the **Holiday Caravan**.

In addition, **We** will pay defence costs and expenses with **Our** written consent in respect of any claim against **You** which may be the subject of compensation under this insurance.

### **The following exclusions apply to this Section:**

- 1) **Bodily Injury** or **Damage** occurring while the **Holiday Caravan** is being transported or towed by a motor vehicle that is attached to or becomes detached from a motor vehicle;
- 2) **Bodily Injury** to **You**, any person that lives with **You**, any member of **Your** immediate **Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**;
- 3) **Damage** to any property owned, held in trust, in the charge of or under the control of **You**, any person that lives with **You**, any member of **Your** immediate **Family**, **Your** agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with **You**;
- 4) Any event which results from **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;
- 5) **Bodily Injury** or **Damage** caused by or in connection with or arising out of the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle, aircraft, hovercraft or watercraft;
- 6) Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation;
- 7) Any liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such agreement;
- 8) Liability arising from the ownership or possession of an animal included under the Dangerous Dogs Act 1991 or any amending Legislation;
- 9) Liability arising from the **Holiday Caravan** being used for any trade or business purpose;
- 10) The amount of **Excess** shown in the **Schedule**.

### **Extensions to Sub-section 1 - Legal Personal Representatives**

If any person insured under the **Policy** dies, the personal representative will be entitled to the cover provided by Sub Section 1- Public Liability Cover, for any claim made.



## Policy Exclusions

(applicable to all sections)

The Policy Exclusions set out what is not covered under this **Policy** and apply to the entire **Policy**. Where additional exclusions apply to a specific section they are stated in that Section.

**We will not cover:**

### 1. Asbestos

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, 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 whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### 2. Contamination (other than Nuclear, Biological or Chemical Contamination) and Pollution

1. This insurance shall not cover any loss or **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

2. This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;

- i) Fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) **Storm**, hail
- vi) flood inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

### 3. Cyber and Data

This insurance does not cover any:

#### (a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

#### (b) Electronic Data

Loss of or damage to any electronic data (for example files or images) wherever it is stored.



#### 4. Infectious or Contagious Disease

This insurance does not cover any loss, **Damage**, liability, cost or expense, in any way caused by or resulting from:

- i) **Infectious or contagious disease**
- ii) Any fear or threat of i) above, or
- iii) Any action taken to minimise or prevent the impact of i) above.

**Infectious or contagious disease** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

#### 5. Institute Radioactive Contamination and Nuclear Assemblies

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

In no case shall this insurance cover loss or destruction of, or damage to any property whatsoever, or any loss or expense, any legal liability or whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 6. Micro-Organism

This insurance does not cover any loss, **Damage**, claim cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to insured property
- ii) any **Damage** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

#### 7. Nuclear, Biological and Chemical Contamination

This insurance does not cover loss or destruction of or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;



- i) any legal liability of whatsoever nature;
- ii) death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- **Terrorism**; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this general exclusion "**Terrorism**" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

## 8. Nuclear Energy Risks

This **Policy** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third-party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
  - a) the production of nuclear energy or
  - b) the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

## 9. Sanctions

This insurance **Policy** does not provide any benefit to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## 10. Terrorism

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of 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.

For the purpose of this Exclusion an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) 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.

This endorsement also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### **11. War and Civil War Exclusion clause**

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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.





## Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this insurance **Policy**. If **You** do not meet these conditions a claim may be rejected, or a payment could be reduced. In some circumstances **Your** Policy might become invalid.

Where additional conditions apply to a specific Section they are stated under that Section.

### The Holiday Caravan Sum Insured

The **Sum(s) Insured** shown in the **Schedule** must represent:

- a) If the **Holiday Caravan** is under ten years old at the commencement of this insurance the replacement cost as new of the **Holiday Caravan** and **Contents**.
- b) If the **Holiday Caravan** is over ten years old at the commencement of this insurance the full **Market Value** of **Your Holiday Caravan** and **Contents**.

### Winterisation Conditions

**You** must comply with the below, otherwise if a claim happens as a result of **Your** non-compliance **Damage** caused by or resulting from escape of water or oil from any fixed domestic water or heating installation or water freezing in any fixed domestic water or heating installation, will not be covered:

Between the period of 1<sup>st</sup> November to 31<sup>st</sup> March (inclusive), **You** must ensure that:

- a) When the **Holiday Caravan** is NOT **Unoccupied** (therefore has occupants living in and inhabited by people):
  - i) If the **Holiday Caravan** has a central heating system installed which is fitted with a thermostat **You** must set this to continuously operate and maintain a minimum temperature of 15C;
  - ii) If the **Holiday Caravan** does not have a central heating system with a thermostat installed **You** must turn off all sources of heating when leaving the **Holiday caravan** unattended (this applies if at least one responsible person is not physically within the **Holiday Caravan** or within a 1-meter boundary of the **Holiday Caravan**).
- b) When the **Holiday Caravan** is **Unoccupied** for a period of more than 3 consecutive days, **You** must:
  - i) switch off the water at the mains;
  - ii) drain all fixed water tanks and pipes, and
  - iii) ensure that all taps and showers have been left open and the plugholes left unobstructed. (The drainage should be carried out in accordance with the manufacturers instructions).



### **Changes in Circumstances**

**We** have relied on the information and statements which **You** have provided to **Us**. **You** must notify the broker that arranged this insurance on **Your** behalf as soon as reasonably practicable of any changes in the information **You** have provided to **Us** which happens before or during the **Period of Insurance**.

Failure to advise of a change to **Your** answers may mean **Your** policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance but also **Your** premium and/or excess.

In particular, **You** must tell the broker that arranged this insurance on **Your** behalf:

- If **You** change **Your** address.
- If there is any change in **Your** occupation or any other person named in the **Schedule**.
- If the ownership of the **Holiday Caravan** changes
- If **You** change the **Holiday Caravan** or about any increase in value of **Your Holiday Caravan** or **Contents**.

### **Instalments/Direct Debit**

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.

### **No Claim Discount**

In calculating the renewal premium for **Your Policy**, a discount will be allowed provided **You** have not made a claim during the previous **Period of Insurance**.

Any claim will result in the **No Claims Discount** at next renewal being reduced to nil.



## Claims Conditions

These are the claims conditions that apply to the whole of this **Policy**. **You** must comply with these conditions, if **You** do not, it will prejudice **You** in the event of a claim, which may result in **Your** claim not being paid and by notice to **You** **We** may treat this insurance as having been terminated with effect from the date of the failure to comply.

### How to make a claim

To make a claim simply contact **Our** claims representatives, Lucas Claims Solutions by using the contact details below:

Lucas Claims Solutions Fairways Business Park Fulwood Preston, PR2 9LF	Telephone: 02891 245 840 (24-hour claims help line)  E-mail: <a href="mailto:office@lucas-solutions.com">office@lucas-solutions.com</a>
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At the time of making a claim, please provide:

The **Policy** number stated on **Your Schedule** and full details of the claim.

### Things You must do

**You** must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

1. **You** must notify **Our** claims representatives as soon as reasonably practicable giving full details of what has happened.
2. **You** must provide **Our** claims representatives with any other information **We** may require.
3. **You** must forward to **Our** claims representatives or the broker that arranged this insurance on **Your** behalf as soon as reasonably practicable, but no later than fourteen (14) days, if a claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive.
4. **You** must inform the Police, as soon as reasonably practicable, following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
6. **You** must take all reasonable care to limit any **Damage** or **Bodily Injury**.
7. **You** must retain ownership of **Your** property at all times. **We** will not take ownership of, or accept liability for, any of **Your** property unless **We** agree with **You** in writing in advance to do so.



### **Obsolete parts**

Where a claim results in the **Holiday 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 appropriate fitting charge.

### **Matching Parts**

**We** will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

### **Hire Purchase and Leasing**

If the **Holiday Caravan** is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the **Holiday Caravan** will normally be made to the legal owner of the **Holiday Caravan**, where known by **Us**.

### **Other insurance**

If when any claim arises there is any other insurance in force covering the same matter, **We** will only pay **Our** rateable proportion.

### **Defence of claims**

**We** may, at **Our** discretion take full responsibility for conducting, defending or settling any claim in **Your** name and take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

### **To help Us settle Your claim**

It is **Your** responsibility to prove any loss and therefore **We** may ask **You** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **We** may require to help with **Your** claim.

### **Fraudulent Claims**

- 1) If **You** make a fraudulent claim under this insurance contract, **We**:
  - a) will not be liable to pay the claim; and
  - b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
  - c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 2) If **We** exercise **Our** right under clause 1) c) above:
  - a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - b) **We** do not need to return any of the premiums paid.
- 3) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may exercise the rights set out in clause 1) above as if there were an



individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.



## Enquiries and Complaints Procedure

### Enquiries

#### Policy Administration Enquiries

If **You** have any questions or concerns about **Your Policy** administration and documents, **You** should contact the broker that arranged this insurance on **Your** behalf.

#### Claims Administration Enquiries

If **You** have any questions or concerns about a claim or its administration, **You** should contact **Our** Claims Representatives, Lucas Claims Solutions using the contact details below:

Lucas Claims Solutions Fairways Business Park Fulwood Preston, PR2 9LF	Telephone: 02891 245 840 (24-hour claims help line)  E-mail: <a href="mailto:office@lucas-solutions.com">office@lucas-solutions.com</a>
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### How to Complain

Our aim is to provide all our customers with a first-class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

#### Where do I start?

#### Policy Administration Issues

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the broker that arranged this insurance on **Your** behalf.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

#### Claims Administration Issues

If **Your** complaint is about a claim, **You** should refer the matter to **Our** Claims Representatives, Lucas Claims Solutions, using the following contact details:

Lucas Claims Solutions Fairways Business Park Fulwood Preston, PR2 9LF	Telephone: 02891 245 840 (24-hour claims help line)  E-mail: <a href="mailto:office@lucas-solutions.com">office@lucas-solutions.com</a>
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Alternatively, **You** can ask the broker that arranged this insurance on **Your** behalf to refer the



matter on for **You**.

Please quote **Your** claim reference and **Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

#### **Other Issues**

If **Your** complaint relates to any other matter, **You** should contact Cedar Underwriting, details below, who will try to resolve **Your** complaint.

The Compliance Administrator  
Cedar Underwriting Limited  
First Floor Offices, Barberry House  
4 Harbour Buildings, Waterfront West  
Brierley Hill, DY5 1LN

Telephone: 0800 612 0344

Email: [complaints@cedarunderwriting.co.uk](mailto:complaints@cedarunderwriting.co.uk)

A copy of Cedar Underwriting' complaints procedure can be viewed at [www.cedarunderwriting.co.uk/complaints](http://www.cedarunderwriting.co.uk/complaints). Alternatively, a copy can be provided on request.

#### **What happens next?**

If Cedar Underwriting or **Our** Claims Representatives is not able to resolve **Your** complaint satisfactorily by close of business the 3<sup>rd</sup> working day following receipt of **Your** complaint, they will refer **Your** complaint to the Head of Compliance at The SCOR Managing Agency Ltd., who will send **You** an acknowledgement letter. If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Head of Compliance yourself by writing to:

The SCOR Managing Agency Ltd.  
10 Lime Street  
London, EC3M 7AA

Telephone: 0203 817 5070

E-mail: [scorchannelcomplaints@scor.com](mailto:scorchannelcomplaints@scor.com)

**We** will investigate **Your** complaint and will provide **You** with a written response within two weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

In the event that **You** remain dissatisfied with **Us** then **You** may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at  
Lloyd's is:  
Complaints,  
Lloyd's, Fidentia House,  
Walter Burke Way, Chatham Maritime  
Kent, ME4 4RN

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

#### **If You remain unhappy**



If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or, in any event, after a period of eight weeks from making **Your** complaint, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below).

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaint's procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service  
Exchange Tower  
London, E14 9SR

Telephone: **0300 123 9 123** or **0800 0234 567**

Further information is available from them and **You** may refer a complaint to them online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)