

# **Insurance Booklet**

Static Caravan, Holiday Lodge, Cabin or Chalet

Ripe Insurance Services Ltd is Authorised and Regulated by the Financial Conduct Authority No. 313411.

NEW



# Ripe Insurance for Caravans Policy Wording – Static Caravan, Holiday Lodge, Cabin or Chalet

Thank you for choosing Ripe Insurance for Caravans.

Ripe Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

We have tried to make this document easy to read. However, we have still had to use some words that have a special meaning these are listed and explained in the 'definitions' section on page 10. From now on wherever a word with a definition is used it will be printed in **bold** type.

#### NAME OF THE UNDERWRITER

Aviva Insurance Limited (Registered in Scotland No. 2116. Registered office: Pitheavlis, Perth, PH2 ONH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202153.

If You make any claim knowing the claim to be false or fraudulent, with regards the claim amount or otherwise, this Policy shall become void and all claims shall be forfeited.

Authorised Signatory Ripe Insurance Services Ltd

Ripe Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities.



# Contents

Section	Page Number(s)
Important Features	4
Claims	5
Important Information	7
Definitions	11
Section 1 – Home & Contents	13
Section 2 – Temporary Accommodation	17
Section 3 – Rental Cover	18
Section 4 – Public Liability	19
General Exclusions	20
General Conditions	21
Endorsements	22
Our Complaints Procedure	

# **Important Features**

We must draw Your attention to a number of important features of this Insurance:

- This part of the document provides details of Your Policy and the terms and conditions that apply. The Policy is a legal contract between You and Us. The Policy wording and Insurance Schedule make one document and must be read together. Please keep them together
- The contract is based on the information You gave Us when You applied for the insurance
- Your Policy is in the following parts:
  - o This **Policy** wording
  - o The Insurance Schedule
  - o The Statement of Fact
  - o The Notice to Policyholders (where applicable)

Policy	Schedule
<ul> <li>Exactly what is covered and what isn't</li> <li>How to make a claim and how We will settle that claim</li> <li>Our obligations to You</li> <li>The terms and conditions You must comply with</li> </ul>	<ul> <li>The sections of the Policy that apply to You and the dates from which cover is in force</li> <li>The various limits and sums insured that apply to Your cover</li> <li>Any special terms that apply to Your Policy</li> <li>Your premium</li> <li>Your Policy number</li> </ul>
Statement of Fact	Notice to Policy Holders
<ul> <li>The information You have provided, on which the Policy is based on</li> <li>Any declarations which You have agreed to</li> </ul>	<ul> <li>Provides information about any changes to Your renewal terms and policy cover</li> </ul>

Our part of the contract is that We will provide the cover set out in this Policy wording:

- for those sections which are shown on Your Insurance Schedule
- for the insurance period set out on the same Insurance Schedule.

Your part of the contract is:

- · You must pay the premium as shown on Your Insurance Schedule for each insurance period
- You must comply with all the terms and conditions set out in this Policy.

If You do not meet Your part of the contract, We may turn down a claim, increase the premium or You may find that You do not have any cover.

#### IMPORTANT FEATURES:

- Insurance Booklet: You should read this document carefully in conjunction with the Insurance Schedule. It gives details of what is and is not covered by the insurance and the Conditions and Exclusions of the cover
- Conditions and Exclusions: Conditions and exclusions will apply to individual sections of the insurance while general exclusions and conditions will apply to the whole insurance
- Limits: All sections have limits on the amount We will pay under that section. Some sections also include inner limits for example for one item
- Excesses: Claims under certain sections will be subject to an Excess. Where there is an Excess, You will be responsible for paying the first part of a claim
- Reasonable Care: You are required to take all reasonable care to protect yourself and Your Caravan and to act as though You are not insured
- Complaints: This insurance includes a complaints procedure which tells You what steps You can take if You wish to make a complaint
- · Cooling Off' Period: This insurance booklet contains a 'cooling off' period as detailed in 'Your right to cancel'.



# Claims

# OUR CLAIMS DEPARTMENT

In the event you need to make a claim, our claims service is provided by Davies Group who are our nominated claims handlers.

# HOW TO MAKE A CLAIM

If an event giving rise to a claim under this insurance occurs  $\ensuremath{\textbf{You}}$  shall:

Notify Davies Group as follows:

- a. As soon as reasonably possible and within 30 days of the date of the incident being discovered
- b. Within 7 days of the date of becoming aware of any loss for any claim in respect of riot, civil commotion, strikers or locked out workers.

Give details of **Your** claim by either:

- Telephone: +44 (0) 344 274 0272
- Post: Ripe Insurance for Caravans Claims Department, Davies Group, PO Box 2801, Hanley, Stoke on Trent, ST4 5DN
- Email: newclaim.caravans@davies-group.com

# CLAIMS CONDITIONS

No claim shall be payable unless the terms of this condition have been complied with.

- 1. If an event giving rise to a claim under this insurance occurs You must:
  - (a) Tell the Police as soon as You become aware if any property has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and receive a crime reference number. Unless it is policy of the appropriate Police force that they do not issue a crime reference number for the situation of the claim. Evidence that the Police have been informed must be obtained.
  - (b) Contact **Us** as soon as reasonably possible and, in the case of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage and provide all the information and help **We** need to settle **Your** claim
  - (c) Do all You reasonably can to get back any lost or stolen property and tell Us without unnecessary delay if any property is later returned to You
  - (d) Call Us if You receive any information or communication about the event or cause
  - (e) Avoid discussing liability with anyone else without Our permission
- 2. Proof of value and ownership

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

- 3. We shall have sole control of all claims procedures and settlements
- 4. We will be entitled, at Our cost, but in Your name, to:
  - (a) Take legal proceedings for Our own benefit in respect of the cost of the claim, damages or otherwise; or
  - (b) Take over and conduct the defence or settlement of any claim
  - We will have full discretion in the conduct of any legal proceedings and in the defence of settlement or any claim
- 5. No property may be abandoned to **Us** whether taken possession by **Us** or not
- 6. If **You** or anyone acting for **You**:
  - (a) Make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
  - (b) Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect or
  - (c) Make a claim in respect of any loss or damage caused by Your wilful act or with Your collusion

Then:

We will not pay the claim

- We will not pay any other claims which has been or will be made under the Policy
- We may declare the Policy void
- We shall we entitled to recover from You the amount of any claim already paid under the Policy since the last renewal date
- We will not provide any return of premium
- We may inform the Police of the circumstances



- 7. We retain the right to settle any claims or items forming part of a claim by any of the following:
  - (a) Cheque or Electronic payment method
  - (b) Replacement of the item
  - (c) Vouchers or credit from a supplier who is able to provide a comparable replacement item



# **Important Information**

### **INSURANCE BOOKLET**

You should read this document carefully in conjunction with the **Insurance Schedule**. It gives details of what is and is not covered by the insurance and the conditions and exclusions of the cover

# CONDITIONS

Your Policy describes certain things which you are required to do to make sure that You are protected and that Your Policy cover operates fully. For example, You must:

- o Tell us about changes which could affect Your Policy
- o Make sure that Your sums insured are high enough to cover the Home and Contents to be insured
- o Take reasonable care of **Your** property

# **EXCLUSIONS**

Exclusions will apply to each section and general exclusions will apply to the whole insurance.

# STATEMENT OF DEMANDS AND NEEDS

This policy meets the demands and needs of a owner of a touring caravan who requires insurances for:

- Home and Contents
- Temporary Accommodation and/or
- Rental Cover and/or
- Public Liability

as detailed in this Insurance Booklet.

# REASONABLE CARE

It is **Your** responsibility to look after and regularly maintain your **Home**. **Your Policy** is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

# YOUR DUTY TO PREVENT LOSS OR DAMAGE

You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage. You must keep property that is insured under your Policy in good condition.

#### EVIDENCE OF OWNERSHIP

It is **Your** responsibility to prove any loss therefore we recommend that **You** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

#### CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete information and to make sure that it is true and correct. You must tell Us of any changes as soon as possible. Failure to advise Us of a change allows the insurer to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid.

# KEEPING US INFORMED

This **Policy** is based on the information **You** have given **Us** about **Your** items.

You must also tell us immediately about the following changes:

- Any intended alteration to, extension to or renovation of Your Home
- Any change to the people insured, or to be insured
- Any change or addition to the **Contents** or the **Home** to be insured that results in the need to increase the amounts insured or the limits that are shown on your **Insurance Schedule**



- If Your Home is to be lent, let, sub-let or used for business purposes
- If any member of **Your** household or any person to be insured on this **policy** is charged with, or convicted of, a criminal offence (other than motoring offences)

If **You** fail to disclosure all relevant information or makes a misrepresentation, **We** may:

- Cancel your **policy** and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the premium and/or change any Excess, or
- The extent of the cover may be affected

#### YOUR RIGHT TO CANCEL

If **You** are not happy with it and choose to cancel **Your** policy within the first 14 days of the purchase or renewal of the policy or the day on which **You** receive **Your** policy documentation, whichever is the later, **You** will be entitled to a full refund of **Your** policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. **You** must send a signed letter of cancellation via post or send an email. If **You** have spoken to **Us** to arrange **Your** policy, **We** may deduct an administration fee of up to £10 but this charge will not be made if **You** have arranged **Your** policy online without speaking to **Us**.

If any gifts or promotional vouchers have been provided with **Your** policy, a refund will only be completed if these are returned with a signed letter of cancellation. If printable vouchers have been provided these must have not been redeemed. This does not affect **Your** statutory rights.

You may cancel after the 14 days have expired. We may provide You with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10. You must send a signed letter of cancellation via post, or send an email.

#### OUR RIGHT TO CANCEL

We may at any time cancel this **Policy** where there is a valid reason for doing so, by sending 14 days notice to **You** at **Your** last known address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate refund of premium in respect of the unused period showing on the **Insurance Schedule**.

Valid reasons include but are not limited to:

- Non-payment of premium. If payment is not paid when due We will write to You requesting payment by a specific date. If We receive payment by the date set out in the letter We will take no further action. If We do not receive payment by this date We will cancel the insurance from the cancellation date shown on the letter.
- Where We reasonably suspect fraud
- Where You fail to co-operate with Us or provide Us with information or documentation We reasonably require, and this affects Our ability to process a claim or defend Our interests. See the 'Claims' section in this Policy booklet
- Where You have not taken reasonable care to provide complete and accurate answers to the questions We ask. See the 'Keeping Us Informed' section of this Policy booklet.

If We cancel the Policy You will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time We have provided such cover, unless the reason for cancellation is fraud and/or We are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

#### Important Note

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.



## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud We may at any time:

- 1. Share information about You with other organisations and public bodies including the police;
- Check and/or file Your details with fraud prevention agencies and databases, and if You give false or inaccurate information and We suspect fraud, We will record this. We can supply on request further details of the databases We access or contribute to. If You require further details please contact Us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR Telephone 0345 300 0597. Email: PIUUKDI@AVIVA.COM

We and other organisations may also search these agencies and databases to:

- 1. Help make decisions about the provision and administration of insurance and related services for You
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies; and Check Your identity to prevent money laundering, unless You provide other satisfactory proof of identity.

# **TELEPHONE CHARGES**

Calls are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored

#### CHOICE OF LAW

The law of England and Wales will apply to this contract unless:

- a. You and We agree otherwise; or
- b. At the date of the contract You are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

#### INDEX LINKING

If **Your Insurance Schedule** shows that **You** have selected claims settlement on a **New for Old** basis the sums insured under Section 1 will be index linked in line with the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or similar index.

If Your Insurance Schedule shows that You have selected claims settlement on a New for Old basis the Contents and Personal Possessions will be index linked at renewal in line with the Retail Price Index (or similar index) or a minimum of 3% whichever is higher. Renewal premiums will be calculated on an adjusted sum insured.

#### SUM INSURED CONDITION

For homes that are up to 10 years old from the date that they were bought as new, the sum insured must be adequate to cover the cost of replacing **Your Home** as new as at the commencement date of the insurance or at a subsequent renewal date.

However, for Homes over 10 years old, You should make an appropriate allowance for wear tear and loss in value.

If at the time of a loss the sum insured is too low, We will not settle claims on a New for Old basis and will reduce any payment to a Market Value basis.

If **Your** sum insured is insufficient to replace **Your Home** on a **Market Value** basis then any claim will be reduced by the proportion of underinsurance.



#### REINSTATEMENT OF THE SUM INSURED

In the event of a total loss under any section of this **Policy** (excluding **Your Home**), that section will be considered spent and **We** will not automatically reinstate the cover provided by the **Policy** section for any time left on cover.

In the event of a total loss to **Your Home**, then all cover is cancelled, the **Policy** is considered spent and **We** will not be able to reinstate the **Policy** for any time left on cover. **You** will not be entitled to any refund in premium for any remaining **Policy** period.

# CUSTOMERS WITH DISABILITIES

This Policy and other associated documentation are also available in large print. If You require this please contact Ripe Insurance for Caravans.

### USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

PLEASE READ THESE FEATURES, YOUR INSURANCE SCHEDULE AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the insurance does not meet **Your** requirements please return it within 14 days from receipt of documentation. Please note that this insurance is only available to individuals who are resident in the United Kingdom.



# Definitions

#### **Accidental Damage**

Damage caused by external, sudden and unexpected means

#### Alarm

A minimum of a bell only intruder alarm fixed to the Home. We do not accept free standing alarm(s).

#### Approved Bicycle Lock

Any closed shackle padlock attached to a chain or similar metal cable; any manufacturer produced bicycle lock including cable lock and D lock which is either key operated or combination

#### Contents

Items which are intended for use in or about the **Home** which are not permanently fitted and belong to **You** or **You** family or for which **You** are legally responsible. Items can include but are not limited to household goods, clothing, TV and Audio equipment, gas bottles, portable generators, garden furniture, barbeques and free standing furniture.

Contents does not include Valuables, Personal Possessions, property more specifically insured by any other Policy, motorised vehicles, caravans, watercraft, aircraft and their accessories, animals, securities and documents of any kind, property or Money held for any professional or business purposes

#### Endorsement(s)

Any terms and conditions made separately to the terms of the Policy and specified on Your Insurance Schedule

#### Excess

The first part or amount You will be responsible for paying in the event of a claim

#### Home

Your static caravan, holiday home, chalet, holiday lodge, leisure home or cabin described in the **Insurance Schedule** including any permanent fixtures and fittings included in the manufacturers original specification. Any decking, fencing, skirting, service tanks and floatation devices, domestic outbuildings, fixed storage units, porches, sheds contained within the boundaries of the **Land** belonging to the **Home**. The **Home** must be used for holiday and recreational purposes and be sited on a park registered with the local authority and has a holiday licence.

#### Insurance Schedule

The documents sets out the specific terms, values and Endorsements applicable to the cover and should be read together with the Policy

# Land

The plot defined within the site agreement for Your Home

# Loss of Rent

The actual reduction in rent received which would have been payable to  $\ensuremath{\textbf{You}}$ 

# **Market Value**

The current market replacement value of **Your Home** or **Contents** taking into account age, type and condition of the **Home** or **Contents** at the time of the loss, but not more than the sums insured.

#### Money

Cash including bank notes, coins, cheques and travellers cheques, uncrossed postal or money orders, bankers drafts, current postage stamps, travel and entrance tickets, gift tokens, phone cards, saving stamps, and premium bonds all held for social, domestic or charitable purposes.

#### New for Old

The cost of replacing the **Home** or **Contents** 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, clothing and **Sports Equipment** 

#### Occupied

Whilst Your Home is in use as a holiday home and is being lived in overnight by You or anyone else with Your permission

#### **Period of Insurance**

The period effective as detailed in Your Insurance Schedule, or until cancelled. Each renewal represents the start of a new Period of Insurance



#### **Personal Possessions**

Items normally worn or carried by You outside of the Home. This does not include Money, Sports Equipment and clothing

# Policy

The policy wording along with the Insurance Schedule which forms part of the legal contract between You and Us

# Settlement

The downward movement of the Land beneath the Home as a result of compaction due to the weight of the Home

#### Sports Equipment

Sports equipment including windsurfers and sailboards used whilst on holiday at the Home stated in the Insurance Schedule

# Subsidence

The downward movement of Land beneath the Home that is not as a result of Settlement

#### **Territorial Limits**

United Kingdom, but limited to when You are visiting Your Home

#### Unoccupied

When Your Home has not been Occupied for more than 72 consecutive hours by You or where it is insufficiently furnished for normal occupation

#### Valuables

Jewellery, watches, gemstones, gold, silver, precious metals, furs, works of art, antiques, stamp, collections of any kind, musical instruments, photography equipment, telescopes, binoculars and guns

#### We, Us, Our

Aviva Insurance Limited

#### You, Your

The person(s) names in the **Insurance Schedule**, their domestic partner members of their family (or families) who are permanently living with them and their foster children who live with them



# Section 1 – Home and Contents

Provides cover for loss or damage to Your Home including fixtures and fittings and Contents.

We will provide cover for loss or damage to Your Home and Contents, which happens during the Period of Insurance and caused by the perils listed below.

If **Your Home** is up to 10 years old from the date it was bought as new and **You** have selected **New for Old** cover the sum insured must be adequate to cover the cost of replacing the **Home** as new at the inception date of the **Policy** and any subsequent renewals.

If Your Home is more than 10 years old or New for Old is not selected or if the sum insured specified on your Insurance Schedule is insufficient, We will not pay on a New for Old basis and a deduction will be made for wear and tear. If Your sum insured is insufficient to replace Your Home on a Market Value basis then any claim will be reduced by the proportion of underinsurance.

If You have selected Contents cover and New for Old is shown as operative in the Insurance Schedule then subject to the Contents sum insured being adequate to replace all Your Contents, We will settle any claims for contents on a New for Old basis. If You have not selected New for Old or Your Contents sum insured is insufficient then a deduction will be made from any claim for wear, tear and depreciation.

We will never pay more than the sum insured for any claim under Section 1 – Home and Contents.

The following limits also apply:

Home – Sum insured shown in the Insurance Schedule

Contents – Sum insured shown in the Insurance Schedule

What is covered:	What is not covered:
• Fire, lightning, explosion, earthquake or smoke	Loss or damage caused gradually
Storm or flood	Loss or damage to property left in the open
	<ul> <li>Loss or damage to hedges, gates, fences, awnings or toilet tents</li> </ul>
	Loss or damage caused by frost
	Loss or damage caused gradually
Accidental loss or damage	<ul> <li>Accidental Damage caused whilst the Home is let or lent unless Section 3 – Rental Cover is operative</li> </ul>
	Accidental Damage caused by poor workmanship, design or the use of faulty or unsuitable materials
	<ul> <li>Any repair, restoring, renovating, alterations, extensions, cleaning or maintenance costs</li> </ul>
	Deterioration of food
	Accidental Damage caused by mechanical failure, electrical breakdown or derangement
	Accidental Damage caused by settlement, shrinkage, weather conditions, or any damage caused gradually
	Accidental Damage caused by water entering the Home except Storm or Flood and Escape of Water
	Accidental Damage which is specifically excluded elsewhere     in this section
Riot, civil unrest, strikes, labour or political disturbances	
Malicious damage and vandalism	<ul> <li>Loss or damage caused by You or anyone who has Your permission to be in Your Home including paying guests and tenants</li> </ul>
	<ul> <li>Loss or damage where a crime reference number cannot be provided or evidence that the Police have been informed</li> </ul>
<ul> <li>Impact involving vehicles, animals, aircraft, flying objects or anything dropped from them</li> </ul>	Damage caused by domestic pets, vermin or insects



Wh	at is covered:	W	hat is not covered:
•	Frost damage, Escape or freezing of water, oil or fuel from fixed domestic water systems, pipes, equipment or fixed heating systems	•	<ul> <li>Damage caused by Subsidence, ground heave or landslip caused by water escaping</li> <li>Damage caused whilst the Home is Unoccupied between the 1st November and 1st March or where the park is closed unless:</li> <li>The water has been turned off at the mains and the system fully drained or</li> </ul>
			<ul> <li>An automatic central heating system is used to maintain a minimum temperature of 15°C within the Home at all times or</li> <li>During the period the park remains open, the water is turned off at the stopcock, all taps are left open and plug holes are left unobstructed</li> <li>The first £500 of any one loss or damage caused by</li> </ul>
•	Theft or attempted theft	•	escape of water whilst the Home is unoccupied Loss or damage caused by You, Your family or anyone with Your permission to stay in the Home including paying guests and tenants
		•	Theft unless as a result of forcible and violent entry or exit to the <b>Home</b> or by deception
		•	Theft to <b>Contents</b> left out in the open
			Theft to <b>Money</b>
		•	Theft to <b>Contents</b> in transit
•	Falling radio, television or satellite aerials, their fittings and masts	•	Damage to the appliance or installation itself
•	Subsidence, ground heave and landslip		The first £500 of any claim
			Damage caused by riverbank or coastal erosion
		•	Loss or damage caused by poor workmanship, design or the use of faulty or unsuitable materials
		•	Damage to any paths, driveways, hedges, walls, gates, fences and service tanks unless <b>We</b> have accepted a claim for <b>Subsidence</b> , ground heave or landslip damage to the structure of the <b>Home</b>
		•	Damage caused by bedding down of new buildings or the <b>Settlement</b> of newly made up ground
		•	Damage caused by shrinkage or expansion of parts of the <b>Home</b>
		•	Damage resulting from demolition or of alteration or repair to the <b>Home</b> or <b>Land</b>
		•	Damage if <b>You</b> knew any part of the <b>Home</b> had already been damaged by <b>Subsidence</b> , ground heave or landslip before the inception date of the <b>Policy</b> unless <b>You</b> had informed <b>Us</b> and <b>We</b> accepted this



What is covered:	What is not covered:
Falling trees or branches	<ul> <li>Damage to any hedges, walls, gates or fences</li> <li>Any cost of removal if the tree or branch has not caused damage to the structure of the Home itself</li> <li>Loss of damage as a result of felling, lopping or topping of the tree</li> <li>Removing the part of the tree that is still below ground</li> <li>Restoring the area around the Home</li> </ul>
<ul> <li>Fixed glass and sanitary fittings including any necessary boarding up or temporary glazing and the cost of removing and re-fixing window fittings and other obstacles to replacement</li> </ul>	

### Extensions

#### 1. Frozen Food

We will cover up to £750 the loss or damage to domestic food stored in a freezer within the Home caused by a malfunction or rise or fall in the temperature of the freezer.

What is not covered:

- Any loss or damaged caused by a deliberate act or activities of the site or park owner or strikes or industrial disputes by the supplier of Your power
- Damage caused whilst the Home is Unoccupied between the 1st November and 1st March or where the park is closed
- Any loss or damage if Your freezer was more than 10 years old at the time of the loss

#### 2. Money

We will cover up to 250 for theft of Money from the Home What is not covered:

• Theft from the **Home** unless there is evidence of forcible and violent entry

Theft where a crime reference number cannot be provided, unless it is Policy of the appropriate Police force that they do not issue a crime reference number for the situation of the claim. Evidence that the Police have been informed must be obtained

#### 3. Damage to Underground Services

We will cover you up to £1500 for Accidental Damage to underground services to the Home for which You are legally responsible What is not covered:

Damage due to a fault or limit of design, manufacture, construction or installation

#### 4. Debris Removal and Additional Costs

We will cover you up to  $\pounds10,000$  for the additional costs of:

- a. Re-siting and delivery as a result of loss or damage insured under Section 1 Home and Contents
- b. Complying with government or local authority requirements
- c. Architects, engineers, surveyors and other professional fees
- Clearing debris, demolition, shoring or propping up as necessary as a result of loss or damage insured under Section 1 Home and Contents
- 5. Personal Possessions, and Sports Equipment

If this extension is shown as operative in Your Insurance Schedule Your cover is extended to include loss or damage to Personal Possessions, Sports Equipment and pedal cycles up to the amount shown in the schedule anywhere within the Territorial Limits of the Policy



A Single article limit of £250 applies to pedal cycles and £500 for all other items

What is not covered:

- Loss or damage to Valuables, portable electronic equipment, tablets, mobile phones, hand held electronic games satellite navigation systems and hearing aids
- Theft or loss away from the Home unless substantiated it is being worn or carried under Your close personal custody or control
- Theft from the **Home** unless there is evidence of forcible and violent entry
- Loss or damage to Sports Equipment when in use
- Theft of **Sports Equipment** or pedal cycles from the **Home** unless the **Sports Equipment** or pedal cycle is inside the **Home** or a securely locked outbuilding or shed
- Theft of pedal cycles away from the Home unless the pedal cycle is securely locked to an immovable object with an Approved Bicycle
  Lock
- Theft of windsurfers or sailboards unless in a locked building or securely locked motor vehicle or securely locked to an immovable object whilst away from the **Home**
- Contact or corneal lenses

#### General Exclusions to Section 1

- 1. Any applicable Excess as shown in Your Insurance Schedule
- 2. Any loss or damage to Valuables
- 3. Any pre-existing damage
- 4. Any loss or damage to aircraft, boats, jet-skis including any spare parts and accessories of these
- 5. Damage caused by wet or dry rot or seepage of water into the Home through external windows, doors, seams or seals
- 6. Loss or damage arising from the use of any portable heaters with a naked flame
- 7. Any tools or Contents or Valuables or Sports Equipment used in connection with a business
- 8. Any theft, attempted theft, malicious damage or vandalism not reported to the Police within 24 hours after becoming aware of the loss
- 9. Damage to electrical equipment caused by light or other atmospheric or climate condition
- 10. Damage caused by chewing, scratching, tearing or fouling by domestic pets
- 11. Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, infestation, damp, rust, mildew
- 12. Any process of dyeing, cleaning, alteration, repair, renovation or restoration
- 13. Mechanical or electrical breakdown



# Section 2 – Temporary Accommodation

Where this cover has been selected and is shown in **Your Insurance Schedule**, if following a valid claim under Section 1 – **Home** and **Contents** of this insurance, **You** are covered for reasonable costs of temporary accommodation following loss or damage to **Your Home**.

#### What is covered

If following a valid claim under Section 1 – Home and Contents of this insurance You are not able to stay in Your Home due to it being uninhabitable We will provide the following:

- 1. Hotel accommodation (excluding food and drink) up to £75 a day for up to 14 days or
- 2. Hire costs of a replacement  $\ensuremath{\text{Home}}$  up to £75 a day for 14 days



# Section 3 – Rental Cover

Where this cover has been selected and is shown in **Your Insurance Schedule**, if following a valid claim under Section 1 – **Home** and **Contents** of this insurance **You** suffer any **Loss of Rent**, **We** will pay any **Loss of Rent** that would have been payable to **You**. The maximum amount **We** will pay is £200 per week and £800 overall

# Section 4 – Public Liability

Provides indemnity for mental injury, death, disease or bodily injury to any person or damage to third party property.

#### What is covered

We will indemnify You up to the limit stated in the Insurance Schedule which is inclusive of all costs and expenses against legal liability for accidental:

- 1. Death, mental injury, bodily injury or disease to any person
- 2. Damage to property

Which arises from **Your** use, ownership or occupation of the **Home** and the **Land** or under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any caravan **You** previously owned and **Occupied** or leased and **Occupied**.

If the Home or Contents Section of this Policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any Home insured by the Home or Contents Section before the Policy was cancelled or ended

The total amount payable includes reasonable defence costs and expenses incurred by **You** with **Our** written consent in connection with any liability insured under this **Policy**. The total amount payable will not be more than the amount noted on **Your Insurance Schedule**. What is not covered

- 1. Any applicable **Excess**
- 2. Liability to any of Your immediate family of any employees
- 3. Any property belonging to **You** or **Your** family or is in **Your** care, custody or control
- 4. Punitive, exemplary or aggravated damages
- 5. Any wilful, malicious or unlawful act
- 6. Liability arising from any motorised vehicle
- 7. The Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance
- 8. Liability arising from boats, boards and craft designed to be used on or in water, other than:
  - those only propelled by oars or paddles;
  - pedestrian-controlled toys or models;
- 9. Liability where You are entitled to indemnity from a more specific source
- 10. Any liability not arising out of the use, ownership or occupation of the Home and the Land
- 11. Any liability arising from a contract or agreement unless You would have been liable in the absence of such contract or agreement
- 12. Liability arising from the transmission of any communicable disease or virus by You
- 13. Any liability arising out the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies
- 14. Any liability arising from an award of a court outside of the UK

#### Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov. uk) or contact the Citizens Advice Bureau.

# **General Exclusions**

- 1. Anything which occurred before the Period of Insurance
- 2. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
- 3. We will not pay for any reduction in Market Value of Your Home as a result of an insurable event
- 4. We will not pay the cost of replacing any undamaged items which form part of a pair, set, suite or any other items uniform in nature, design or colour including carpets
- 5. Loss due to confiscation, detention by Customs or other authority
- 6. Loss or damage caused by delay, wear and tear, moth, vermin, insects, atmospheric or climatic conditions, wet or dry rot, fungus, domestic pets or damage caused gradually
- Any claim arising out of the ownership, maintenance, possession or use of any mechanically propelled vehicles which includes (motorcycles, quad bikes and children's motor cars or quad bikes) other than liability arising out of the ownership, maintenance, possession or use of domestic garden machinery
- 8. Claims caused whilst the **Home** is let or lent unless Section 3 Rental Cover is shown as operative in **Your Insurance Schedule** and the appropriate premium has been paid
- 9. Claims arising directly or indirectly resulting from the pursuit of trade, business or profession other than that of **You** renting **Your Home** and unless **You** have selected Section 3 Rental Cover extension and paid any additional premium and this is shown in **Your Insurance Schedule**
- 10. Any loss or damage:

a. deliberately caused by; or

b. arising from a criminal act caused by;

You or any other person living with You

11. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

12. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/ or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event. Terrorism is defined as any act or acts including, but not limited to:

- a) the use or threat of force and/or violence and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and /or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism exclusion applies only in respect of the Caravan or Contents section of this Policy.

13. Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

Any action taken in controlling, preventing, suppressing or in any way relating to

1) War or 2) Terrorism.

- 14. Loss, damage or liability which involves:
  - a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste
  - b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment
- 15. Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound
- 16. Loss, damage or liability arising from pollution or contamination unless caused by:
  - a) a sudden and unexpected accident which can be identified
  - b) oil leaking from a domestic oil installation at the caravan

# SANCTION LIMITATION AND EXCLUSION CLAUSE

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

# **General Conditions**

- 1. If the Home is a static caravan or static holiday home it must be securely anchored at all four corners to a firm solid base at all times
- 2. Whilst the Home is Unoccupied between the 1st November and 31st March or where the Park is closed You must:
  - a) Turn the water off at the mains and drain the system or
- b) Set an automatic central heating system to maintain a minimum temperature of 15°C within the Home at all times
- 3. You must take all reasonable steps to prevent or reduce loss or damage to the Home and its Contents
- 4. You must maintain the Home in good state of repair
- 5. Your Home must be on a fixed site and connected to main services
- 6. You must ensure that any gas appliances kept in the Home are subject to an agreed periodical safety check by a competent tradesperson.
- 7. Security Precautions

You must ensure when the Home is Unoccupied:

- a) All locks, bolts and other security devices are in operation
- b) If You have stated You have an Alarm, the Alarm system on your Home must be a minimum level of a bell only alarm and when Your
   Home is Unoccupied the Alarm system must be put into operation. The alarm must be maintained by an annual maintenance contract.
   Failure to comply with this condition may result in a claim being declined or reduction in any claim payment for theft or attempted theft.
- 6. If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this **Policy**, **We** will not make any payment under Public Liability until all cover under that other insurance is exhausted. For all other claims **We** will not pay more than **Our** share of the claim, even if the other insurer refuses the claim.

Important note

This condition will not have the effect of leaving **You** without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.



# **Endorsements**

The following Endorsements are only operative if they are shown in Your Policy Schedule

#### 1. Protected No Claims Bonus

Your no claims bonus will increase by 1 year (up to a maximum of 4 years) every renewal if You remain claim free.

You can protect Your no claims bonus once You have achieved 3 continuous years claim free. Protecting Your no claims bonus does not mean Your premium will remain the same at renewal but You will benefit from a no claim bonus discount on the renewal premium. If You have two claims within a three-year period following the second claim Your no claims bonus will no longer be protected. If Your no claims bonus is not protected and You are to suffer a claim regardless of fault Your no claims bonus will be reduced to 0 at Your next renewal. You will not be able to protect Your no claims bonus again until You have reached 3 continuous years claim free.

#### 2. Legal Expenses

Your legal expenses cover is provided by another insurer, please read the document titled 'Legal Expenses Policy Wording' for details on the cover provided.



# **Our Complaints Procedure**

We are proud of the service that We provide and of Our careful selection of intermediaries We trust to service the Policy. Occasionally, things may go wrong and if this happens We have a procedure in place to fully investigate Your complaint and where appropriate, to make changes to prevent a recurrence.

# HOW TO COMPLAIN

- Please quote Your policy number and claim reference (if applicable) in all correspondence so that Your concerns may be dealt with speedily.
- If You are unhappy with any element of the cover We provide or any aspect of Our service or have a cause for complaint, please contact:

Subject	Contact
A claim	<ul> <li>Please contact Davies Group Customer Relations:</li> <li>Post: Davies Group, PO Box 2801, Hanley, Stoke on Trent, ST4 5DN</li> <li>Telephone: 01782 339 128</li> <li>Email: Customer.Care@davies-group.com</li> </ul>
Any other matters	<ul> <li>Please contact Ripe Insurance for Caravans:</li> <li>Post: Customer Relations, Ripe Insurance, The Royals, Altrincham Road, Manchester, M22 4BJ</li> <li>Telephone: 0344 274 0271</li> <li>Email: caravans@ripeinsurance.co.uk</li> </ul>

# OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Use the information from Your complaint to proactively improve Our service in the future.

Once Your complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date Your complaint is received.

# IF YOU ARE STILL NOT HAPPY

If **You** have taken a product out with **Us** online or by telephone, **You** can also use the European Commission's Online Dispute Resolution (http://ec.europa.eu/odr) service to make a complaint. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and **We** expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider **Your** complaint after **We** have had the opportunity to consider and resolve it.

If **You** are still unhappy after **Our** review, or **You** have not received a written offer of resolution within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, Exchange Tower, Harbour, Exchange Square, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Website: www.financial-ombudsman.org.uk

You have the right to refer Your complaint to the Financial Ombudsman, free of charge, but You must do so within six months from the date of the final response letter. If You do not refer Your compliant in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.



# YOUR RIGHTS

**Your** rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

# FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. If We are unable to meet Our financial obligations You may be entitled to Compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about Compensation scheme arrangements is available at www.fscs.org.uk, or on 020 7741 4100, or 0800 678 1100.



# DATA PROTECTION – PRIVACY NOTICE

The below information is how **We** deal with **Your** data protection as **Your** insurer. For further information on how **Your** broker handles **Your** data please refer the terms of business and privacy policy issued by them.

# PERSONAL INFORMATION

We collect and use personal information about You so that We can provide You with a policy that suits Your insurance needs. This notice explains the most important aspects of how We use Your information but You can get more information about the terms We use and view Our full privacy policy at www.aviva.co.uk/privacypolicy

We are the data controller responsible for this personal information as the insurer of the product. Additional controllers include your broker who are responsible for the sale and distribution of the product, and any applicable reinsurers.

#### PERSONAL INFORMATION WE COLLECT AND HOW WE USE IT

We will use personal information collected from You and obtained from other sources:

- to provide You with insurance: We need this to decide if We can offer insurance to You and if so on what terms and also to administer Your policy, handle any claims and manage any renewal.
- to support legitimate interests that We have as a business. We need this to:
- manage arrangements We have with Our insurers, reinsurers and brokers We use, and for the detection and prevention of fraud,
- help Us better understand Our customers and improve Our customer engagement. This includes profiling and customer analytics which allows Us to make certain predictions and assumptions about Your interests, make correlations about Our customers to improve Our products and to suggest other products which may be relevant or of interest to customers,
- to meet any applicable legal or regulatory obligations: We need this to meet compliance requirements with Our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example We may need to use personal information to carry out anti-money laundering checks.

The personal information **We** collect and use will include name, address, date of birth and financial information. If a claim is made **We** will also collect personal information about the claim from **You** and any relevant third parties. **We** may also need to ask for details relating to the health or any unspent offences or criminal convictions of **You**. **We** recognise that information about health and offences or criminal convictions is particularly sensitive information. **We**'ll ensure that **We** only use that information where **We** need to for **Our** insurance purposes (including assessing the terms of **Your** insurance contract, dealing with changes to **Your** policy and/or dealing with claims.

There may be times when **We** need consent to use personal information for a specific reason. If this happens **We** will make this clear to **You** at the time. If **You** give **Us** consent to using personal information, **You** are free to withdraw this at any time by contacting **Us** – refer to the "Contacting **Us**" details below. Please note that if consent to use this information is withdrawn **We** will not be able to continue to process the information **You** gave **Us** for this/these purposes(s). This would not affect **Our** use of the information where consent is not required.

Of course, **You** don't have to provide **Us** with any personal information, but if **You** don't provide the information **We** need **We** may not be able to proceed with **Your** application or any claim **You** make.

Some of the information **We** use as part of this application may be provided to **Us** by a third party. This may include information already held about **You** within the Aviva group, including details from previous quotes and claims, information **We** obtain from publicly available records, **Our** trusted third parties and from industry databases, including fraud prevention agencies and databases.

### CREDIT REFERENCE AGENCY SEARCHES

To ensure the **We** have the necessary facts to assess **Your** insurance risk, verify **Your** identity, help prevent fraud and provide **You** with **Our** best premium and payment options, **We** may need to obtain information relating to **You** at quotation, renewal and in certain circumstances where policy amendments are requested. **We** or **Our** agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims.

The identity of **Our** Credit Reference Agency and the ways in which they use and share personal information, are explained in more detail at www.callcredit.co.uk/crain.

# AUTOMATED DECISION MAKING

We carry out automated decision making to decide whether We can provide insurance to You and on what terms. In particular, We use an automated underwriting engine to process the personal information You provide as part of this application process. This will include

Your age and the level of cover You choose. We do this to calculate the insurance risk and how much the cover will cost You. Without this information We are unable to provide a price that is relevant to Your individual circumstances and needs. We regularly check the way Our underwriting engine works to ensure We are being fair to Our customers. After the automatic decision has been made, You have the right to



speak to someone from Aviva who may review the decision and provide a more detailed explanation. If **You** wish to invoke this right please contact **Us** at dataprt@aviva.com.

#### HOW WE SHARE YOUR PERSONAL INFORMATION WITH OTHERS We may share Your personal information:

- with the Aviva group, Our agents and third parties who provide services to Us, and Your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help Us administer Our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if **We** are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other in respect of risks underwritten by Aviva, with insurers who cover Aviva under its group insurance policies and with **Our** brokers who arrange and manage such reinsurance and insurance arrangements. They will use **Your** data to decide whether to provide reinsurance and insurance cover, arrange and manage such cover, assess and deal with reinsurance and insurance claims under such cover and to meet legal obligations. They will keep **Your** data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations **We** share information with may be located outside of the European Economic Area ("EEA"). **We**'ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect **Your** privacy rights. For more information on this please see **Our** Privacy Policy or contact **Us**.

#### HOW LONG WE KEEP YOUR PERSONAL INFORMATION FOR

We maintain a retention policy to ensure We only keep personal information for as long as We reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer Your insurance and deal with claims and queries on Your policy. We may also need to keep information after Our relationship with You has ended, for example to ensure We have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where We are required to do so for legal, regulatory or tax purposes.

#### YOUR RIGHTS

You have various rights in relation to Your personal information, including the right to request access to Your personal information, correct any mistakes on Our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, including profiling and marketing, ask not to be subject to automated decision making if the decision produces legal or other significant effects on You, and data portability. For more details in relation to Your rights, including how to exercise them, please see Our full privacy policy or contact Us – refer to the "Contacting Us" details below.

# CONTACTING US

If **You** have any questions about how **We** use personal information, or if **You** want to exercise **Your** rights stated above, please contact **Our** Data Protection team by either emailing them at dataprt@aviva.com or writing to the Data Protection Officer, Level 5, Pitheavlis, Perth PH2 ONH. If **You** have a complaint or concern about how **We** use **Your** personal information, please contact **Us** in the first instance and **We** will attempt to resolve the issue as soon as possible. **You** also have the right to lodge a complaint with the Information Commissioners Office at any time.



The Royals, Altrincham Road, Manchester M22 4BJ **t.** 0344 274 3721 **e.** caravans@ripeinsurance.co.uk **w.** www.ripeinsurance.co.uk/caravans