

# **Insurance Booklet**

Touring Caravans

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



# Ripe Insurance for Caravans Policy Wording – Touring Caravans

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 0NH). 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	10
Section 1 – Caravan	12
Section 2 – Contents	13
Section 3 – Hotel & Caravan Hire	14
Section 4 – Public Liability	15
Section 5 – Accidental Death	16
General Exclusions	17
Endorsements	
Our Complaints Procedure	19
Data Protection - Privacy Notice	

# **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</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 set out 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 but 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

These are the claims conditions **You** will need to keep to as **Your** part of this contract. If **You** do not, a claim may be rejected or payment could be reduced or **Your Policy** might be invalid.

- 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  ${\rm Us}$  whether taken possession by  ${\rm Us}$  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
- 8. Other Insurance

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 the Liability Section for liability arising from **You** occupying (not owning) the caravan until all cover under that other insurance is exhausted.

9. Salvage - We may take and keep possession of the Caravan and/or Contents insured under Section 1 which are the subject of a claim made by You and to treat the Caravan and/or Contents as salvage and to dispose of them in a reasonable manner. Any proceeds from such salvage belong to Us and will be used by Us to offset the amount of any claim payment made to You.

#### 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



# **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:

- Tell Us about changes which could affect Your Policy
- Make sure that Your sums insured are high enough to cover the Caravan and Contents to be insured
- 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 an owner of a touring caravan who requires insurances for:

- Caravan and Contents
- Hotel and Caravan Hire and/or
- Public Liability and/or
- Accidental Death

as set out in this Insurance Booklet.

# REASONABLE CARE

It is **Your** responsibility to look after and regularly maintain **Your Caravan**. **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, instructions 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 answers to all the questions in the declaration and to make sure that all information supplied 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 Caravan
- Any change to the people insured, or to be insured
- Any change or addition to the Contents or the Caravan 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 Caravan 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**.

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 at least 14 days notice to **You** at **Your** last known email and/or postal address setting out the reasons for cancellation. Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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.

#### 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



# DATA PROTECTION

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of data protection legislation (including the General Data Protection Regulation from the 25th May 2018), for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. Under the General Data Protection Regulation You have a right of access to see personal information about You that is held in **Our** records, whether electronically or manually. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area. If this happens, **We** will ensure that anyone to whom **We** pass **Your** information agrees to treat **Your** information with the same level of protection as if **We** were dealing with it. **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
- 2. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies; and
- 3. 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

### **GOVERNING LAW**

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which **Your** main residence is situated.

#### 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 Retail Price Index (or similar index) or a minimum of 3% whichever is higher. This does not apply to Contents. Renewal premiums will be calculated on an adjusted sum insured.

#### SUM INSURED CONDITION

For any **Caravan** which is purchased new, the sum insured must be adequate to cover the cost of replacing the caravan as new as at the commencement date of the insurance or at a subsequent renewal date.

However, for any Caravan where You have not selected New for Old, or if they were not purchased new, 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 Caravan** 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 Caravan**), 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 Caravan, 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

#### Caravan

The non-motorised touring caravan, trailer tent or folding caravan described within the **Insurance Schedule** including any **Equipment**, fixtures and fittings

#### Contents

Items which are intended for use in or about the Caravan which are not permanently fitted and belong to You or Your family or for which You are legally responsible. Items can include but are not limited to household goods, clothing, TV and Audio equipment, camping equipment and free standing furniture. Contents does not include Valuables, Money and Personal Possessions

#### **Endorsement(s)**

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

#### Equipment

Non-standard fixtures, fittings and accessories including but not limited to gas bottles, batteries, generators, motor movers, refrigerators, stabilisers and awnings

#### Europe

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including the Vatican City, Latvia, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland

#### Excess

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

#### **Hitch-Lock**

A device specifically designed, sold and marketed to prevent the **Caravan** being hitched to or unhitched from a towing vehicle. This must cover the bolts securing the tow hitch to the trailer chassis

#### Home

The address specified on Your Insurance Schedule where You permanently live

### **Insurance Schedule**

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

#### **Market Value**

The current market replacement value of Your Caravan, Equipment or Contents taking into account age, type and condition at the time of the loss

#### 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 and saving stamps

#### **New for Old**

The cost of replacing the Caravan or Equipment with a comparable brand new equivalent replacement in the event of a total loss up to the sum insured shown in your Insurance Schedule

#### **Period of Insurance**

The period effective as detailed in Your Insurance Schedule

### **Personal Possessions**

Items normally worn or carried by You or Your family outside of the home.

# Policy

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



# **Territorial Limits**

Cover shall only apply within the territorial limits as defined in **Your Insurance Schedule** 

# **United Kingdom**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

### Valuables

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

# We, Us, Our

Aviva Insurance Limited

### Wheel Clamp

A device that is specifically designed, sold and marketed to prevent a wheel being turned or removed

#### You, Your

The person(s) names in the Insurance Schedule who is and has been a permanent United Kingdom resident for the past 12 months

# Section 1 – Caravan

Provides cover for theft, loss and Accidental Damage to Your Caravan including any Equipment, fixtures, fittings, awnings or fixed motor movers.

What is covered:

We will provide cover for theft, loss or damage to Your Caravan, which happens during the Period of Insurance and within the Territorial Limit. Following loss or damage to the Caravan which renders the Caravan disabled We will also pay for reasonable costs:

- Removing the Caravan to the nearest garage, repairer or place of safekeeping
- Storage costs whist awaiting repair or disposal
- Delivery of the Caravan back to Your Home but only for incidents which happened within the United Kingdom

#### Basis of settlement:

For any **Caravan** and/or **Equipment** purchased new and insured on a **New for Old** basis which is lost, stolen or destroyed, where the sum insured is sufficient, **We** will pay for a replacement as new with the same make and model. If the same make or model is not available, **We** will replace it with one of equal specification, features and functions.

If the Caravan and/or Equipment was not purchased new, insured on a Market Value basis or the sum insured is not sufficient to cover the full replacement value as new the Caravan and/or Equipment will be replaced at the current Market Value.

If Your sum insured is insufficient to replace Your Caravan and/or Equipment on a Market Value basis then any claim will be reduced by the proportion of underinsurance.

### What is not covered:

- 1. Any applicable **Excess**
- Theft or attempted theft when the Caravan is left unhitched from a towing vehicle unless the Caravan is protected with a Hitch-Lock and Wheel Clamp. This does not apply if Your Caravan is kept at a CaSSOA or other storage facility where by they have stated in their contract with You that they do not allow a hitch-lock or wheel clamp to be fitted.
- 3. Theft or attempted theft if the ignition keys of the towing vehicle are left in or about the towing vehicle or Your Caravan
- 4. Theft or attempted theft when the Caravan is left unattended unless the doors and windows to the Caravan are closed and locked and any security devices are in operation
- 5. Theft of Equipment unless there is evidence of forcible and violent entry or removal
- Theft of attempted theft when the Caravan is not in use unless at the storage location stated in Your Insurance Schedule unless agreed by Us in writing. This does not apply for 48 hours at Your Home when packing or unpacking Your Caravan, if the Caravan is normally kept away from Your Home
- 7. Theft, attempted theft or malicious damage unless this has been reported to the Police within 24 hours of discovery
- 8. Loss or damage caused when the **Caravan** is being used by someone other than **You** unless the Friends and Family extension has been selected the premium paid and the **Endorsement** is showing on **Your Insurance Schedule**
- 9. Loss or damage caused by water freezing in any fixed water or heating systems or damage caused by water, liquid or steam escaping from any fixed household appliance or fixed water or heating system between 1st November and 31st March unless all the Caravans water systems and internal sanitary systems are drained down when the Caravan is not in use.
- 10. Accidental Damage caused by seepage of water into the Caravan through seals or seams
- 11. Accidental Damage to tyres unless caused by an accident to the Caravan or vandalism
- 12. Loss or Accidental Damage caused to awnings by storm
- 13. Any pre-existing damage
- 14. Repatriation from any country outside of the United Kingdom
- 15. Any loss arising from a Caravan dealer or agent going into liquidation, insolvency or bankruptcy
- 16. Any loss or theft arising from deception
- 17. Theft or malicious damage caused by any person using Your Caravan with Your permission



# Section 2 – Contents

Provides cover for theft, loss and Accidental Damage to Your Caravan Contents.

#### What is covered:

Where this cover has been selected and is shown in Your Insurance Schedule, We will provide cover for theft, loss or Accidental Damage to Your Caravan Contents, which happens whilst being worn, used or carried in or about the Caravan during the Period of Insurance and within the Territorial Limit.

Basis of settlement:

We will not pay for more than the single article limit stated in the Insurance Schedule.

For any Contents which are lost, stolen or destroyed we will replace the items on a Market Value basis.

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

A single article limit of £1,000 applies to any **Content** item

### What is not covered:

- 1. Any applicable **Excess**
- 2. Loss or damage to any Valuables, Money or Personal Possessions
- 3. Loss or damage to any portable generators unless in use or secured in the Caravan, towing vehicle or a locked building
- 4. Theft of Contents from Your Caravan unless there is evidence of forcible and violent entry or removal
- 5. Theft or attempted theft when the Caravan is left unattended unless the doors and windows to the Caravan are closed and locked and any security devices are in operation
- 6. Theft, attempted theft or malicious damage unless this has been reported to the Police within 24 hours of discovery
- 7. Loss or theft of Contents left unattended outside of the Caravan or from awnings
- 8. Any boats, vessels, watercraft, cycles or other sports equipment



# Section 3 – Hotel and Caravan Hire

We will provide cover for alternative accommodation or Caravan hire charges should Your Caravan become uninhabitable as a result of any valid claim under Section 1 – Caravan

# What is covered:

Where this cover has been selected and is shown in Your Insurance Schedule, We will pay up to the sum insured in the Insurance Schedule for:

- Hotel accommodation
- Hire of an alternative Caravan

If following a valid claim under Section 1 – Caravan, You are unable to continue Your holiday due to Your Caravan being rendered uninhabitable.

Basis of settlement

We will not pay more per day than the amount shown in the Insurance Schedule for up to a maximum of 15 days.

# 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 directly from Your use, ownership or occupation of Your Caravan

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**.

#### What is not covered

- 1. Any applicable **Excess**
- 2. Liability to any of Your immediate family or 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 or unlawful act
- 6. Liability where You are entitled to indemnity from a more specific source
- 7. Any liability not arising out of the use, ownership or occupation of Your Caravan
- 8. Any liability arising from a contract or agreement unless You would have been liable in the absence of such contract or agreement
- 9. The ownership or use of any aircraft or watercraft including sailboards and windsurfers
- 10. 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
- 11. Any liability arising from an award of a court outside of the UK
- 12. Liability arising from any trade, business or profession
- 13. Liability when the Caravan is attached to a towing vehicle or if it became detached when being towed
- 14. Any claim arising out of the ownership, maintenance, possession or use of any mechanically propelled vehicles which includes (cars, vans, motorcycles, quad bikes and children's motor cars or quad bikes)

#### 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.



# Section 5 – Accidental Death

# What is covered:

We will indemnify You the amount stated in Your Insurance Schedule for accidental death caused by an external, sudden, unexpected event whilst in Your Caravan for holiday purposes during the Period of Insurance and within the Territorial Limits.

# What is not covered:

- 1. Any claim where at the time of taking out this insurance **You** were aware of any medical condition or set of circumstances that could reasonably be expected to give rise to a claim
- 2. Death or bodily injury to any person aged over 70
- 3. Injury to anyone whilst inside the Caravan whilst it is being towed
- 4. Any wilful exposure to risk (other than in an attempt to save human life)
- 5. Suicide or attempted suicide, intentional self-injury
- 6. Claims arising directly or indirectly from the effects of intoxicating liquors or drugs
- 7. Any pre-existing defect, infirmity, sickness or disease at the time of the accident
- 8. Any claim arising from medical or surgical treatment (unless rendered necessary by accidental bodily injury which is covered by this insurance)

# **General Exclusions**

- 1. Anything which occurred before the Period of Insurance
- 2. Loss or damage where the Caravan is used as a permanent place of residence
- 3. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds
- 4. We will not pay for any reduction in Market Value of Your Caravan as a result of an insurable event
- 5. We will not pay for the cost of replacing any undamaged items which form part of a set (other than a pair), suite or any other items uniform in nature, design or colour including carpets
- 6. Loss due to confiscation, detention by Customs or other authority
- 7. 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
- 8. Loss or damage arising from the use of any portable heater with a naked flame
- 9. Loss or damaged caused when the Caravan is used for any business purposes, hire and reward or carriage of paying passengers
- 10. Loss or damage caused by mechanical failure or electrical breakdown
- 11. Property more specifically insured
- 12. 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

13. 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

14. 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.

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.

15. 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
- 16. Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound
- 17. 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 nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Underwriters 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

# **Endorsements**

The following endorsements are only operative if they are shown in your Policy schedule

1. Family and Friends Extension

We will extend the cover provided when the Caravan is on loan to friends and other family members without You in attendance.

We will not provide cover where the Caravan has been let out for hire and reward or if You have received any financial compensation for the hire of Your Caravan.

Where this endorsement applies the definition of **You/Your** has been extended to include friends and/or family members who are using the **Caravan** with **Your** permission and who is and has been a permanent United Kingdom resident for the past 12 months

2. European Extension

The cover provided under **Your Policy** is extended for up to 60 days in any one trip, but no more than 120 days in total, whilst within **Europe**.

Following a valid claim under Section 1 – Caravan, whilst within Europe, We will also reimburse You for the reasonable costs of:

- Removing the Caravan to the nearest garage, repairer or place of safekeeping
- Delivery of the Caravan back to your Home address
- Theft, loss or accidental damage is not covered if the Caravan is left unattended whilst within Europe for more than 72 hours.
- 3. 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.

4. 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**

# OUR COMMITMENT TO CUSTOMER SERVICE

We are committed to going the extra mile for Our customers. If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. We take all complaints seriously and following the steps below will help Us understand Your concerns and give You a fair response

# 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>

# COMPLAINTS PROCESS

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 (Calls from UK landlines and mobiles are free) 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.



# 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



# 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 or request a copy in writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester, LE7 1PD.

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 insurers, reinsurers or brokers we use.

### 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.transunion.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 0271 **e.** caravans@ripeinsurance.co.uk **w.** www.ripeinsurance.co.uk/caravans