



Frank Pickles
INSURANCE

Static Caravan Insurance Policy

Contents

3	Welcome
4	Introducing your Policy
4	How to make a claim
5	Policy definitions
7	Section 1 - Caravan and Contents
11	Section 2 - Liabilities
12	Section 3 - Personal Accident
13	General exclusions which apply to the whole Policy
14	General conditions which apply to the whole Policy
15	Your satisfaction

Other important documents

Your Policy Schedule

Statement of facts

Welcome to Your Static Caravan Insurance Policy

Your insurers

Thank **You** for choosing this Static **Caravan** Insurance which is arranged and administered by Frank Pickles Insurance Brokers Limited (**Your Agent**) with the **Underwriters**, Isle of Man Assurance Limited (IOMA).

Isle of Man Assurance Limited is an Isle of Man company, Registered No 003792C, Registered Office: IOMA House, Hope Street, Douglas, Isle of Man, IM1 1AP. Isle of Man Assurance Limited is regulated by the Isle of Man Financial Services Authority (IOMFSA) as an authorised insurer. This can be checked on the IOMFSA's Register of Regulated Entities (Insurance) by visiting the IOMFSA's Website at <http://www.iomfsa.im/entitiessearch.aspx>.

Please take time to read the contents of this Policy including how to make a claim. The proposal or statement of facts and declaration made and signed by **You** is the basis of and shall form part of this contract.

We will provide insurance within the terms and conditions of this Policy for those Sections shown in the **Policy Schedule** against loss, damage, accident or liability occurring during any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted the **Premium**.

The Policy, the **Policy Schedule** and any **Endorsements** are to be read as one document. The insurance applies throughout the **Territorial Limits** except where **We** say otherwise.

Cancellation

If **You** decide that for any reason, this Policy does not meet **Your** insurance needs then please return it to **Your Agent** within 14 days from the day of purchase or the day on which **You** receive **Your** Policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your Premium** in full, less **Your Agent's** administration charge (provided the **Premium** was originally paid by **You** in full).

Thereafter, **You** may cancel the insurance cover at any time by informing **Your Agent** either by writing to Frank Pickles Insurance, 23 Hornbeam Square South, Harrogate, HG2 8NB or by emailing cancel@frankpickles.co.uk. Provided the **Premium** has been paid in full and on the condition that no claims have been made or are pending, **You** will be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on **Your Policy Schedule**, less **Your Agent's** administration charge.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 7 days' notice in writing by email to the email address **You** have provided to **Your Agent** where there is a valid reason for doing so. A cancellation letter will be emailed to **You** at **Your** last known email address notified to **Your Agent**. Valid reasons may include but are not limited to:

- a. Where the **Underwriter** reasonably suspects fraud
- b. Non-payment of **Premium**
- c. Threatening and abusive behaviour
- d. Non-compliance with Policy terms and conditions
- e. **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** or **Your** insurance broker ask

Provided the **Premium** has been paid in full and on the condition that no claims have been made or are pending, **You** will be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on **Your Policy Schedule** less **Your Agent's** administration charge.

For and on behalf of Isle of Man Assurance Limited



OONAGH WALSH
Chief Operating Officer

Introducing your policy

This is **Your Policy**, please keep it in a safe place.

Please read the Policy, **Policy Schedule** and any **Endorsements** carefully. If **You** have any queries or wish to change **Your** cover, **You** should contact **Your Agent** immediately on 01943 850123.

Insured values

It is up to **You** to make sure the amounts **You** are insured for represent the full value of **Your Caravan** and **Caravan Contents**.

If **You** do underinsure, payment made following a claim will be adjusted to reflect the percentage of underinsurance. **You** can increase **Your Sum Insured** at any time by contacting **Your Agent**.

Changes in your circumstances

It is important that **You** keep **Your Agent** advised of any change in **Your** circumstances. **Your** Policy has been based on the information **You** have given **Your Agent** in the proposal and **You** must advise **Your Agent** immediately of changes.

Where there is a change and this results in an additional **Premium** an administration charge will be made. Please refer to **Your Agent's** Terms of Business for full details.

How to make a claim

If **You** need to make a claim, simply contact **Our Claims Helpline** for immediate assistance and advice. The **Claims Helpline** operates 9am to 5pm Monday to Friday on: 0191 258 8174. Alternatively, **You** can email the **Claims Administrator** at: claims@mbginsurance.com. **You** will be asked to provide details of **Your** claim to one of the advisors. This notification must be within 14 days of the incident that has led to the claim.

You may take action of a temporary nature to protect the **Caravan** and make good any damage as a result of the claims such as boarding up damaged windows and doors.

Where possible **You** should keep proof of purchase/receipts, estimates for repair or replacement of damaged articles and any damaged articles for the **Claims Administrator** to inspect.

Any incident of vandalism, theft or loss must be reported to the police immediately and a crime reference number obtained.

If any person is claiming against **You** or **Your Family**, any correspondence **You** receive should not be answered but must be sent to the **Claims Administrator** without delay. Do not attempt to negotiate any claim without the written consent of the **Claims Administrator**.

You will be required to produce bona fide proof of ownership of **Your Caravan** and **Caravan Contents** in the event of a claim. Do not therefore leave any important documents in **Your Caravan**. Do not admit liability or promise to make any payment.

Failure to advise Your Agent of any changes might prejudice any claim You may make or the validity of the Policy.

Policy Definitions

The following words or expressions carry the meaning shown below wherever they appear in this Policy.

Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

Audio and Visual Equipment

Television receivers, satellite dishes and receivers, radios, video recorders and other **Audio and Visual Equipment**, cameras and their equipment and accessories, binoculars and similar optical instruments.

Caravan

The structure of the static **Caravan** described in the **Policy Schedule**, together with decking, skirting and verandas, standard fixtures and fittings, furniture and furnishings included in the manufacturer's specification.

Caravan Contents

All items intended for use in, on or about the **Caravan** which are not permanently installed including **Personal Effects, Clothing and Luggage** and household goods whilst contained in the **Caravan**.

Claims Administrator/Helpline

MB&G Insurance Services Limited
Cobalt Business Exchange
Cobalt Parkway
Newcastle Upon Tyne NE28 9NZ
Tel No: 0191 258 8174
Email: claims@mbginsurance.com

Collections

Stamp, medal, coin, firearm and similar **Collections** of intrinsic value (not being **Works of Art** or **Valuables**).

Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where;

- The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
- The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage

Consequential Loss

We will only pay costs which are incurred as a direct consequence of the event which led to the claim You are making under this Policy. For example, **We** will not pay mobile telephone call charges following the loss of a mobile telephone.

Credit Cards

Credit Cards, cheque guarantee cards and cash dispenser cards issued in the United Kingdom.

Cyber Act

Unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, used of or operation of any computer system.

Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any computer system.

Endorsement

A change in the terms of **Your** Policy. Any **Endorsements** applying to this Policy are detailed on **Your Policy Schedule**.

Excess

The first amount of each and every claim as detailed on the **Policy Schedule** for which **You** are responsible. Any **Sum Insured** limit will apply after deduction of the **Excess**.

Family

Your spouse/partner/civil partner, children or parents, other relatives and **Friends** as long as they have **Your** express permission to use **Your Caravan** and no formal hire agreement exists.

Friends

Your acquaintances as long as they have **Your** express permission to use **Your Caravan** and no formal hire agreement exists.

Immediate Vicinity

The area within the plot boundary of the **Caravan** as defined by the **Licensed Holiday Static Caravan Site**.

In Use

When **You** or **Your Family** or **Friends** are using or visiting **Your Caravan** for holiday purposes.

Licensed Holiday Static Caravan Site

The address at which **Your Caravan** is permanently sited and which is approved by the appropriate local council and is registered as a **Licensed Holiday Static Caravan Site**.

Limit of Indemnity

The maximum amount **We** will pay in respect of any one claim or series of claims arising during any one **Period of Insurance** as detailed in the **Policy Schedule**.

Money

Cash, bank or currency notes used as legal tender, cheques, postal, money or giro orders, unused postage stamps (not in a collection), savings stamps and certificates, trading stamps (affixed in a book), phone cards, premium bonds, luncheon vouchers, travellers cheques, travel tickets, season tickets (when not recompensed by the issuing authority), air mile vouchers, gift, record or similar token all belonging to **You** or **Your Family**.

New for Old

The cost of replacing **Your Caravan** with its new equivalent in the event of total loss including fees and associated costs. Please note the maximum amount **We** will pay is limited to the **Sum Insured** as stated on **Your Policy Schedule**.

Period of Insurance

The duration of this Policy as shown in **Your Policy Schedule** and any further period for which **We** accept the Premium.

Permanent Residence

Any caravan not occupied by **You** or **Your Family** or **Friends** for holiday purposes, but occupied by **You** or **Your Family** or **Friends** as a main domestic residence whether temporary or permanent.

Personal Effects, Clothing and Luggage

Wearing apparel and personal articles designed to be worn or carried on or about the person.

Policy Schedule

Confirmation of cover confirming details of the **Insured**, **Period of Insurance**, **Caravan** insured, type of Policy, **Sum Insured** and the **Limit of Indemnity** and Premium.

Premium

The amount payable either as a single or monthly payment that **You** have agreed to pay **Us** in respect of insurance cover under this Policy.

Subsidence

Downward movement of the site on which **Your Caravan** stands by a cause other than the weight of the **Caravan** itself.

Sports Equipment

Items of equipment and specialist **clothing** which are usually worn, carried or used in the course of participating in a recognised sport.

Sum Insured

The amount declared by **You** under the **Sum Insured** section of the **Policy Schedule**.

Territorial Limits

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

Valuables

Any article made from precious metal, porcelain, jewellery, fur, watches, video or photographic equipment, computers (including laptops, tablet computers, gaming consoles, associated peripherals and data), binoculars, telescopes, mobile phones of any kind (including their associated equipment), **works of art**, collections of any kind (e.g. stamps, medals, coins and trophies), and personal media or portable audio equipment (including MP3/DVD/CD players).

We/Us/Our/Insurer/Underwriter

Isle of Man Assurance Limited (IOMA).

Works of Art

Curios, objects d'art, sculptures, carvings, paintings, china, glass, antiques, pictures and drawings.

You/Your/Insured

The person(s) named on the **Policy Schedule** as the person **Insured** by this Policy.

Your Agent

Frank Pickles (Insurance Brokers) Limited.

Section 1 – Caravan and Contents

What is covered

Your Caravan

We will insure the **Caravan** owned by **You** whilst sited on the **Licensed Holiday Static Caravan Site** specified in the **Policy Schedule** for loss or damage as a result of:

Accidental Damage, Fire, lightning, explosion, theft, malicious acts or vandalism, storm, flood, **Subsidence**, falling trees, aerials or masts, loss or damage as a result of freezing of fixed water or heating systems, escape of water or oil from fixed water or heating systems.

Settlement is limited to a maximum of the **Sum Insured** as stated on **Your Policy Schedule**. Settlement is subject to depreciation (unless **You** have selected the **New for Old** cover option).

Your Caravan Contents

We will insure the **Caravan Contents** for loss or damage as a result of fire, explosion, lightning, theft, malicious acts or vandalism, escape of water or oil from fixed water or heating systems, storm, flood, subsidence, falling trees, aerials or masts.

Settlement is limited to a maximum of the **Sum Insured** as stated on **Your Policy Schedule** and is subject to depreciation.

What is NOT covered

- The amount of the **Excess** shown in the **Policy Schedule**
- **Accidental Damage to Caravan Contents**
- Loss or damage to **Money, Credit Cards, Valuables**, firearms, wines, spirits and tobacco goods
- Theft of **Caravan Contents** unless there is evidence of forcible and violent entry or exit to or from the **Caravan**
- Theft of **Caravan Contents** whilst outside the **Caravan**
- Pedal Cycles and **Sports Equipment**
- Theft where security requirements as specified within **Your Policy Schedule** are not in force
- Any theft or loss arising from deception, or the use of stolen or forged or invalid cheques and the like
- Any claim for theft which is not reported to the police and a crime reference number obtained
- More than £1,000 for any one single item
- Loss or damage to:
 - i. awnings and tents caused by weather conditions
 - whilst the **Caravan** is not **In Use** or
 - if not attached securely to the **Caravan**
 - ii. tyres unless caused by an insured peril
 - iii. generators or damage to the **Caravan** resulting from using generators
 - iv. fences or gates unless the **Caravan** itself is damaged at the same time and by the same cause
- Malicious damage or loss caused by **You** or **Your Family** or **Friends** or a permitted occupant of **Your Caravan**
- Loss or damage caused by:
 - i. frost
 - ii. water seeping in through windows, doors, ventilators, body joints or seals
 - iii. the escape of water or oil or the freezing of water in any fixed water or heating installation between 1st November and 15th March in each year unless the damage occurs whilst the **Caravan**:
 - a. is occupied by **You**; and/or
 - b. has had the water turned off at the mains and all equipment **FULLY** drained down (other than in respect of proprietary sealed central heating systems containing antifreeze which has been fitted and maintained to the manufacturer's specification)
 - iv. wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause
 - v. electrical or mechanical failure or breakdown
- Loss or damage if **You** have not notified **Your Agent** of any changes to the **Licensed Holiday Static Caravan Site** address or security arrangements of the **Caravan**
- More than £1,000 for any one single item insured under the **Caravan Contents** section
- The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched
- Loss due to delay or detention by authorities.

Extensions

What is covered

This Section also insures **You** for:

A Additional Costs

Following loss or damage to the **Caravan** **We** will pay the additional costs in respect of:

- i. its protection and removal to the nearest competent repairers and return to the **Licensed Holiday Static Caravan Site** detailed on **Your Policy Schedule**
- ii. the disconnection and re-connection of services when the **Caravan** is removed for repair, where the **Caravan** is connected to services
- iii. site clearance for which **You** are responsible
- iv. repair to gas, water pipes, drains, sewage, telephone and electricity cables from the **Caravan** to the mains for which **You** are responsible.

B Alternative Accommodation

Additional payments while the **Caravan** is being used by **You** or **Your Family** for holiday purposes for hiring another equivalent **Caravan** or other alternative accommodation to complete **Your** holiday if the **Caravan** becomes uninhabitable as a result of loss or damage that is covered by Section 1 of this Policy.

C Frozen Food

Loss or damage to freezer food caused by a rise or fall in temperature of the domestic deep freeze cabinet.

What is NOT covered

Any amount exceeding £5,000 in any one **Period of Insurance**.

- Any amount exceeding £100 per day (including VAT)
- Any amount exceeding £1,000 in any one **Period of Insurance**.

- Any amount exceeding £200 (including VAT)
- Loss or damage to **Your** freezer and food contained therein caused by a deliberate reduction or loss of power from the appropriate electricity and/or gas company.

What is covered

D Replacement Locks

The costs of replacing locks to doors and windows in the **Caravan** following loss or theft of keys providing the loss or theft has been reported to the police.

E Metered Water, Liquified Petroleum Gas or Oil Used for Heating

Loss of metered water, liquified petroleum gas or oil if the loss is caused by insured damage to **Your** fixed water or heating installation.

What is NOT covered

Any amount exceeding £250 (including VAT) in respect of any claim.

Any amount exceeding £250 (including VAT) in respect of any claim.

Specific Conditions

Basis of Claims Settlement

The maximum **We will pay** is the **Sum Insured** shown in **Your Schedule** subject to any limits shown on **Your Schedule** or in this **Policy** wording. The **Sum Insured** will not be reduced in the event of a claim.

The settlement of your claim will be calculated as follows:

If a repair is carried out, **We** will pay the cost of repair without deduction for wear and tear. If parts or accessories are found to be obsolete or unobtainable, **We** may use parts and accessories which are not supplied by the manufacturer. Alternatively, **We** may use parts of a similar type and quality to the parts **We** are replacing. If **We** are unable to repair, **We** may pay the last known list price for the part or accessory required plus an appropriate fitting charge.

We will not pay for the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of common nature, colour, design or use. This applies if the other items can still be used and the damage only affects one part of the item.

If the **Caravan** is subject to a loan, credit agreement or any other form of financial loan or interest charge, **We** will pay **You** and **Your** receipt shall be a full discharge.

The Caravan – Market Value

Where the **Caravan** is insured on a Market Value basis (as shown in the **Policy Schedule**), **We** will pay **You** the value of the **Caravan** at the time of its loss or destruction or shall at **Our** option repair, reinstate or replace the **Caravan** or any part of it, provided that **Our** total liability shall not exceed the **Sum Insured** or the market value whichever is the lesser amount.

We will not be liable for that part of any repair or replacement which improves the **Caravan** beyond the condition before the loss or damage occurred.

The Caravan – New for Old

Where the **Caravan** is insured on a **New for Old** basis (as shown in the **Policy Schedule**), in the event of the **Caravan** being lost or damaged beyond economic repair and provided:

- a. the **Caravan** is less than 15 years old from new at inception or renewal date of the **Policy**; and
- b. the **Sum Insured** represents the full replacement value as new, at the time of the loss or damage

We will pay **You** the value of a new **Caravan** of the same manufacture and model (or the nearest equivalent make and model).

It is **Your** responsibility to ensure that the **Sum Insured** shown in the **Policy Schedule** represents the new replacement cost of **Your Caravan**, as **We** will not pay more than the **Sum Insured**.

Caravan Contents

We will pay **You** the value of the property at the time of its loss or destruction or shall at **Our** option repair, reinstate or replace such property or any part of it provided that **Our** total liability shall not exceed the **Sum Insured** shown in the **Policy Schedule**.

Alternative Accommodation and Hiring Charges

You are required to keep all receipted bills or other proof of additional expenses. In respect of the hiring out of an alternative **Caravan** or alternative accommodation a complete record of all appropriate names and addresses of intended periods of hire, charges paid or chargeable and identification of which **Caravan** is in question is required if more than one is insured.

Automatic Reinstatement of Sum Insured

The **Sum(s) Insured** shall not be reduced by the amount of any claim settled providing **You** agree to carry out any recommendations put forward by **Us** to prevent further loss and shall pay any additional **Premium** requested up to the next renewal date of the **Policy**.

Section 2 - Liabilities

What is covered

We will indemnify **You** against all sums which **You** become legally liable to pay as damages for:

- i. accidental bodily injury (including death or disease) to any person other than **You** or any employee or member of **Your Family**
- ii. **Accidental Damage** or loss to property not belonging to, nor in the custody of, **You** or any employee or member of **Your Family**

arising from the use or ownership of the **Caravan** and occurring during the **Period of Insurance**.

In addition, **We** will pay:

- i. legal costs recoverable by a claimant
- ii. **Your** costs and expenses incurred in defending the claim, subject to **You** obtaining our written consent before incurring these costs.

The maximum amount **We** will pay for any claim, or claims arising from any one event will not exceed the **Limit of Indemnity** stated in the **Policy Schedule** against the corresponding contingency.

For the purposes of this section the expression "**You**" will be deemed to include **Your Family** and/or **Friends** using the **Caravan** with **Your** consent other than whilst let for hire or reward.

If any person insured under this section of the Policy dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made.

What is NOT covered

- Liability for death, physical injury or illness to:
 - i. **You** or **Your Family** or **Friends**
 - ii. Any employee of **You**, **Your Family** or **Friends**.
- Damage to property owned by or in the custody or control of **You** or **Your Family** or **Friends**.
- Liability arising from the direct or indirect consequence of:
 - i. assault or alleged assault
 - ii. any deliberate or wilful or malicious act
 - iii. the transmission of any infectious disease or virus
 - iv. the ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)
 - v. the **Caravan** being rented out.
- Injury or damage arising out of any trade, business or profession of **You** and/or **Your Family** or **Friends**.
- Injury or damage arising out of the use of any mechanically propelled vehicle.
- Any action brought against **You** or **Your Family** in any court outside the European Economic Community
- Liability which is insured by or would but for the existence of this Section be insured by another Policy
- Liability created by any agreement, unless **You** would have been liable without the agreement.

Section 3 - Personal Accident

What is covered

If **You** or **Your Family** or **Friends** suffers accidental injury while:

- i. inside the **Caravan**
- or
- ii. in the **Immediate Vicinity** of the **Caravan** whilst it is being worked upon,

which causes death within 12 months of its occurrence
We will pay £10,000 to the deceased's legal personal representative(s).

What is NOT covered

- Anyone aged under 16 or over 75 years old at the time of the accident
- Death or bodily injury caused by **You** or **Your Family** or **Friends** committing suicide or attempting to commit suicide
- Death or bodily injury caused to anyone under the influence of alcohol or drugs at the time of the incident causing death or bodily injury
- Any claim arising directly or indirectly from the contracting of a disease or illness
- Any claim arising directly or indirectly from the injection or ingestion of any substance
- Any claim arising from any event, which exacerbates a previously existing bodily injury.

General Exclusions

These apply to the whole Policy.

Agreements

Any liability arising from an agreement which would not have existed in the absence of that agreement.

Asbestos

Any claim of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- i. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- ii. any obligation, request, demand, order, or statutory or regulatory requirement, monitoring, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, the **Underwriter** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs i) or ii) hereof.

Computer Hardware and Software

Loss or damage or any expense, **Consequential Loss** or legal liability (other than to **Your** domestic employees) directly or indirectly caused by or contributed to by or arising from:

- i. the failure of computer hardware or software or other electronic equipment
- ii. computer viruses

but this shall not exclude subsequent loss or damage or any expense, **Consequential Loss** or legal liability not otherwise excluded which itself results from the operation of an insured cause.

Communicable Disease

Loss, damage, claim, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, contributed to by, or arising from or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease.

Contracts (Rights of Third Parties) Act 1999

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

Cyber Loss

Loss, damage, claim, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, contributed to by, or arising from or in connection with any cyber act or cyber incident, including, but not limited to any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.

Date Recognition

Loss or damage or any expense, **Consequential Loss** or legal liability (other than to **Your** domestic employees) directly or

indirectly caused by or contributed to by or arising from:

- i. the failure of the programming of a computer chip or computer software to recognise any date or to function correctly according to a true calendar date;
- ii. computer viruses;

but this shall not exclude subsequent loss or damage or any expense, **Consequential Loss** or legal liability not otherwise excluded which itself results from the operation of an insured cause.

Faulty Workmanship, Design or Materials

Any loss, destruction or damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

Pollution

Loss including any loss of value, damage, injury or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a **Period of Insurance** provided by this Policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.

Previous Claims Incidents

Loss or damage or legal liability directly or indirectly arising from events occurring before the start of this Policy.

Radioactivity

Damage to any property or any resulting loss or expense or any **Consequential Loss** or any legal liability directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Sonic Bangs

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

Terrorism

Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as a direct or indirect consequence of Act(s) of Terrorism.

For the purpose of this exclusion **Act(s) of Terrorism** means loss, destruction or damage caused by, or contributed to by, arising from an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Unacceptable Type of Caravan

Caravans that are home-made, custom built or modified from the manufacturer's standard build.

Unacceptable Usage of Caravan

Loss or damage or legal liability directly or indirectly arising from:

- i. the **Caravan** being used in connection with any trade, business or profession
- ii. the **Caravan** being used as a **Permanent Residence**
- iii. the **Caravan** while being rented out

General Conditions

These apply to the whole Policy.

War and Similar risks

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

Wilful or Malicious Acts

Any wilful or malicious act by a person lawfully at or in the Caravan.

Change in Circumstances

Your Policy has been issued based on the information which **You** have given **Your Agent** about Yourself and **Your Caravan**. **You** must tell **Your Agent** as soon as possible about any changes.

Claims

Your duties in the event of a claim or possible claim under this Policy:

1. **You must:**
 - 1.1. without unnecessary delay advise **Us** on: Telephone: 0191 258 8174 or Email: claims@mbginsurance.com
 - 1.2. if any item covered by this Policy is stolen, lost or maliciously damaged notify the policy immediately and obtain a crime reference number
 - 1.3. take steps to recover any lost or stolen item
 - 1.4. forward to **Us** any letter, writ, summons or other legal document unanswered
 - 1.5. provide all reports, certificates, plans, specifications, any other supporting documents, information and assistance which **We** may require to settle or resist any claim or to institute proceedings against another party.
2. **You or Your Family or Friends must not:**
 - 2.1. Make any admission, offer or promise of any payment or
 - 2.2. Negotiate in any way without **Our** written consent

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a. Supply accurate and complete answers to all the questions **Your Agent** may ask as part of **Your** application for cover under the Policy;
- b. To make sure that all information supplied as part of **Your** application for cover is true and correct;
- c. Tell **Your Agent** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** Policy is invalid and that it does not operate in the event of a claim.

Duty of Care

- a. Items insured
You and **Your Family** and **Friends** must take steps to prevent and minimise any loss or damage and maintain the items insured in good condition
- b. Liability
You and any other person to whom this insurance applies must take steps to prevent loss, damage or accident.

Fraud

If any claim is in any respect fraudulent or unfounded all benefits under the Policy will be forfeited and **We** may inform the Police of the circumstances.

Limitation

We may at any time for a claim or series of claims for which **You** or **Your Family/Friends** are entitled to indemnity against **Your** legal liability pay:

- i. The **Limit of Indemnity** less any amount(s) already paid or
- ii. Any lesser amount for which such claim(s) can be settled.

After the payment has been made **We** will have no further responsibility in connection with the claim(s) except for costs and expenses incurred before the date of payment.

Other Insurance

If there is any other insurance covering the same loss, damage or liability **We** will not pay more than **Our** rateable share.

Our Rights

We will be entitled to:

- i. Enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to **Us**
- ii. Take over and conduct in **Your** name or the name of any member of **Your Family/Friends** the defence or settlement of any claim
- iii. Take legal action in **Your** name or the name of any member of **Your Family/Friends** for **Our** own benefit against any other party in order to recover any payment **We** have made
- iv. Have full discretion in the conduct of any proceedings and in the settlement of any claim.
- v. Have full discretion in the conduct of any proceedings and in the settlement of any claim.

Payment of Premiums By Instalments

Where the **Premium** for this Policy is paid by monthly instalments each payment must be paid when due otherwise all benefit under this Policy will be forfeited and the Policy cancelled by giving **You** 7 days' notice.

Policy terms

Our liability to make a payment under this Policy is conditional upon:

- a. the truth of **Your** statements and answers in the proposal to the best of **Your** knowledge and belief
- b. **You** and **Your Family** and **Friends** observing the terms and conditions of this Policy.

The Law Applicable To This Contract

Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will be dealt with in the courts of England. The language used in the Policy and any communications relating to it will be in English.

Your Satisfaction

Complaints Procedure

It is **Our** intention to give **You** the best possible service but if **You** do have any concerns about this Policy or the handling of a claim **You** should adhere to the following process:

If **Your** complaint relates to the sale of **Your** Policy please contact **Your Agent**:
The Managing Director
Frank Pickles (Insurance Brokers) Limited
23 Hornbeam Square South,
Harrogate, HG2 8NB
Tel: 01943 850123

If **Your** complaint relates to a claim please contact the **Underwriter**:
The Compliance Officer
Isle of Man Assurance Limited
IOMA House
Hope Street
Douglas
Isle of Man
IM1 1AP
Tel: 01642 681200
Email: info@iomagroup.co.im

If it is not possible to reach an agreement with **Your Agent**, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than 10 staff. **You** may contact the Financial Ombudsman Service at:
The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR
Tel: 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

If **You** cannot settle **Your** complaint with the **Underwriter**, depending upon its nature, **You** may have a right of referral to the Isle of Man Ombudsman, the Isle of Man Financial Services Ombudsman Scheme at:
The Financial Services Ombudsman Scheme
Isle of Man Office of Fair Trading
Thie Slieau Whallian
Foxdale Road
St John's
Isle of Man
IM4 3AS
Tel: 01624 686500
Email: ombudsman@iomoft.gov.im

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

As Isle of Man Assurance Limited is authorised and regulated by the Isle of Man Financial Services Authority, holders of policies will not be protected by the Financial Services Compensation Scheme in United Kingdom.

Data Protection

The data supplied by **You** to **Us** will only be used for the purposes of processing **Your** Policy including underwriting, administration and handling any claim which may arise. **Your** information will be processed by **Your Agent** in compliance with the provisions of the Data Protection Act 2018 and all other applicable data protection legislation. All information held by **Us** will be treated as private and confidential in compliance with the provisions of applicable data protection legislation. **We** will use and disclose the information held about **You** in the course of arranging, placing and administering **Your** insurance. This may involve passing information about **You** to other insurers, other intermediaries and other third parties involved such as solicitors, loss adjusters, engineers, repairers, replacement companies etc. **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. **We** may need to respond to enquiries by the Police concerning **Your** Policy in the normal course of their investigations and where it is necessary to administer **Your** Policy effectively or to protect **Your** interests.

You are entitled upon the payment of an administration fee to inspect the personal data which is held about **You** by **Us**. If **You** wish to make such an inspection please contact **Us**.

In the interests of security and to improve service, telephone call **You** make to **Us** may be monitored and/or recorded.

Changes to data protection laws Were introduced on 25 May 2018. Please refer to **Our** Privacy Policy at www.frankpickles.co.uk/privacy_policy.php for **Our** updated Privacy Policy and details of **Your** rights under the new regime.

Claims & Underwriting Exchange Register (CUE)

We may use **Your** personal information to prevent crime. In order to prevent crime **We** may: Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance Policy and any incident (such as an accident, theft or loss) to the operators of these registers.



Frank Pickles
INSURANCE

ADMINISTERED BY FRANK PICKLES (INSURANCE BROKERS) LIMITED
Registered Office : 23 Hornbeam Square South, Harrogate, HG2 8NB
Registered in England & Wales 00676453

UNDERWRITTEN BY ISLE OF MAN ASSURANCE LIMITED
Registered Office : IOMA House, Hope Street, Douglas, Isle of Man.
IM1 1AP. Registered in the Isle of Man 003792C

October 2021