

Motor Caravan Insurance policy



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Advice on how to claim

IF YOU HAVE AN ARRANGEMENT TO REPORT ACCIDENTS TO YOUR INSURANCE BROKER PLEASE NOTIFY THEM AS QUICKLY AS POSSIBLE IN ACCORDANCE WITH THE INSTRUCTIONS YOU HAVE BEEN GIVEN.

OTHERWISE:

PLEASE NOTIFY US OF YOUR CLAIM ON THE DAY OF THE INCIDENT IF YOU CAN.

You should report all incidents involving the **insured motor caravan** as quickly as possible regardless of blame.

YOU CAN TELEPHONE ON: 0800 389 1708

This line is available 24 hours a day, 365 days a year and it is important to report claims to us early so that we can act quickly for you and control the cost of your claims as efficiently as possible.

ALTERNATIVELY YOU CAN SUBMIT YOUR COMPLETED CLAIM FORM TO US AT:

QBE Insurance (Europe) Ltd

Motor Claims Department

3 Temple Back East

Bristol

BS1 6DZ

Please also note that the contents of this page do not form part of this policy contract.

1 Our agreement in general

1.1 Please read this policy, your certificate of motor insurance and your schedule carefully to make sure you have all the cover you need.

This Motor Caravan Insurance **policy** is between the **insured** as declared in the **schedule** and the **insurer**.

QBE Insurance (Europe) Limited is a member of the QBE Insurance Group and its operating address is One Coval Wells, Chelmsford Essex CM1 1WZ,

tel: +44 (0)1245 272700 fax: +44 (0)1245 272701.

Web: www.qbeurope.com.

1.2 What is this document?

This document, together with its **schedule** and any attached endorsements is the **policy** which sets out your insurance. It is a legal contract so please read all of it carefully. If there are any changes to the material facts presented in arranging this insurance you must inform the **insurer** immediately.

1.2.1 The cover provided is shown in the current **schedule** that determines which **insured sections** of this **policy** apply. Clauses 5 – 9 apply to all **insured sections**.

Cover	Insured sections
Comprehensive	All insured sections and clauses
Accidental Damage Fire and Theft Only	Insured section B
Fire & Theft Only	Insured section B (but loss or damage solely in respect of Fire or Theft).
Road Traffic Acts Only	Insured section A and C (but solely as necessary to meet the requirements of the Road Traffic Acts)

1.2.2 **Annual Mileage**

The cover shown in the current **schedule** only applies if the declared annual mileage as stated on the **statement of fact** is not exceeded.

If you need to increase the declared annual mileage you will have to advise the **insurer** beforehand and pay the annual premium difference, plus an administration fee of GBP20.00.

1.3 Policy period and premium

1.3.1 The **policy** will provide insurance as described in clause 1.2 for the **period of insurance** provided the premium and other charges are paid to and accepted by the **insurer**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

1.3.2 In the event that the premium is not received on or before inception by the **insurer** or the intermediary appointed to place this insurance, then;

- a) the **policy** may be cancelled in accordance with clause 7.4; and
- b) the **insurer** may commence action for the recovery of any premium due for the **period of insurance** provided and/or may at their own option deduct the premium due from any settlement due in respect of a claim.

1.4 Basis for the policy

All information supplied by the **insured** in connection with the application for insurance including the **statement of fact** and supplied by or on behalf of the **insured** will be incorporated into and form the basis of the **policy**. It shall be a condition of the **policy** that all such information is true

so far as it is within the **insured's** knowledge or could, with reasonable diligence, have been ascertained by the **insured**.

1.4.1 It is a further condition of the **policy** that there shall be no material change in, or addition to, the information mentioned in clause 1.4.1, either before or during the **period of insurance**, except that if the **insured** or its agents inform the **insurer** immediately of any such material change or addition the **insurer** may agree to continue the **policy** on such terms and conditions as it may determine.

1.4.2 In the event of a breach of any condition in this clause, and without prejudice to any other rights of the **insurer**, the **insurer** may cancel the **policy** in accordance with clause 7.4.

1.5 Cooling off period

1.5.1 Where the **insured** is a private individual or sole trader, including a partnership in England and Wales, then the **insured** has a right to cancel this **policy** during a period of fourteen (14) days either from the day of purchase of the insurance, or the day on which **policy** documentation was received, whichever is the later.

1.5.2 The **insured** must write to the broker or intermediary shown on the **schedule**. On receipt of the notice of cancellation, the **insurer** will refund any premiums paid less a charge of GBP40 or pro rata charge for the period on cover provided whichever is the greater. This is in addition to any charges that the intermediary may make in accordance with their terms of business. If this right is not exercised the insurance will continue for the full term but the **insurer** may cancel this insurance in accordance with the cancellation provisions above and at clause 7.4.

1.5.3 Alternatively and where the **insured** is not an individual or sole trader then this **policy** may be cancelled only in accordance with the cancellation provisions at clause 7.4.

1.6 Privacy

1.6.1 The **insurer** collects non-public personal information about the **insured** from the following sources:

- a) information the **insurer** receives from the **insured** on applications, statement of facts or other forms;
- b) information about the **insured's** transactions with the **insurer**, its subsidiary, parent and or other group companies, or others;
- c) information the **insurer** receives from consumer reporting agencies.

1.6.2 The **insurer** does not disclose any non-public personal information relating to the **insured** to anyone except as is necessary in order to provide its products or services to the **insured** or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting etc.)

1.6.3 The **insurer** restricts access to non-public personal information relating to the **insured** to its employees, its subsidiary, parent and or other group companies, their employees or others who need to know that information to service the **insured's** account. The **insurer** maintains physical, electronic, and procedural safeguards to protect the **insured's** non-public personal information.

1.6.4 Telephone calls

The **insurer** may record and/or monitor telephone calls for the protection of the **insurer** and the **insured**.

1.7 Signature

In evidence of the **insurer** intention to be bound by this insurance, it prints the signature of its Managing Director of Motor below.



2 Insured section A - Liability to others

2.1 Liability cover

2.1.1 If arising out of the use of the **insured motor caravan** it is involved in an **accident** the **insurer** will indemnify the **insured** against liability at law for damages and claimant's costs in respect of death or bodily injury to any person or damage to any **property** resulting from the **accident**. The **insurer** will also indemnify:

2.1.2 any person permitted by the **schedule** to drive the **insured motor caravan**;

2.1.3 at the **insured's** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **insured motor caravan**;

2.1.4 the owner of the **insured motor caravan** as though they were the **insured**;

2.1.5 following the death of anyone **insured** under this insurance, that person's legal representative for any liability incurred by that person.

2.2 Liability costs and expenses

If arising out of the use of the **insured motor caravan** it is involved in an **accident** the **insurer** will at their own option pay:

2.2.1 Defence expenses

legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of such death, bodily injury or damage are claimed against any person covered by this insurance;

2.2.2 Fatal inquiry expenses

solicitors' fees for representation at any coroner's inquest or fatal inquiry in respect of such a death or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing or relating to the **accident**;

2.2.3 Manslaughter defence expenses

legal expenses in respect of any proceedings taken against the **insured** under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the **accident**;

subject to the **insurer** reserving the right at any time to relieve themselves of any further liability under clauses 2.2.1, 2.2.2 or 2.2.3 on payment to the **insured** of the expenses incurred to that date.

2.2.4 Emergency medical treatment costs

emergency medical treatment as required by the **Road Traffic Acts**;

provided that the person claiming indemnity under clause 2.2 and any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the **policy**.

2.3 Extensions to liability cover

2.3.1 Towing

The **insurer** will indemnify the **insured** following an **accident** caused by the towing of a **trailer** by the **insured motor caravan** except that the **insurer** shall not be liable:

2.3.2 Trailers

The **insurer** will indemnify the **insured** following an **accident** involving a **trailer** owned by or in the custody or control of the **insured** when detached from the **insured motor caravan** and out of use but remaining on the **insured's** premises or while temporarily detached from the **insured motor caravan** during the course of a journey, provided that full details of such **trailer** have been given to and accepted by the **insurer**.

2.3.3 **Unauthorised use of an insured motor caravan**

The **insurer** will indemnify the **insured** for liability arising out of the unauthorised use of the **insured motor caravan** by any person in the employment of the **insured** provided that the **insured** shall have taken all reasonable precautions to ensure that its employees are made aware of and comply with restrictions applicable to the use of the **insured motor caravan**.

2.4 Liability limitations and exclusions

This **insured section** excludes and does not cover:

2.4.1 **Cumulative limit of indemnity**

The **insurer** shall not be liable to pay any amount in excess of GBP5,000,000 (five million pounds) in respect of any one **accident** or series of **accidents** arising out of one event for damage to **property**.

2.4.2 **Fines, penalties**

This insurance does not cover liability for fines, penalties, punitive or exemplary damages.

2.4.3 **Loading or unloading**

This insurance does not cover liability for death or bodily injury to any person or damage to any **property** arising from the loading or unloading of the **insured motor caravan** except where such cover is required by the Road Traffic Act 1988.

3 Insured section B - Loss or damage to the insured motor caravan

3.1 Loss or damage covered

If the **insured motor caravan** is lost, stolen or damaged by:

- 3.1.1 accidental damage including malicious damage but excluding malicious damage by anyone employed by the **insured**; or
- 3.1.2 fire, self-ignition, lightning or explosion but excluding damage to that part where the fire originates; or
- 3.1.3 theft or attempted theft excluding obtaining property by deception; or
- 3.1.4 frost;

then the **insurer** will pay at their option:

- a) the reasonable cost of repairing any damage to the **insured motor caravan** within its **market value**; or
- b) the **market value**, purchase price or the **insured's** estimate of value shown in the **schedule** of the **insured motor caravan** whichever is the lower if the **insured motor caravan** is damaged beyond economical repair; or
- c) the cost of replacing the **insured motor caravan**, or any part thereof which has been lost or damaged, with one of a similar type and in similar condition; and
- d) the reasonable costs of protection and removal of the **insured motor caravan** to the nearest suitable repairers if it is disabled as a result of the damage; and
- e) the reasonable cost of delivery to the **insured** in the United Kingdom after repair.

3.2 Extended loss or damage coverage

Solely in respect of **motor caravans**, the **insurer** will pay the following benefits.

3.2.1 Lock replacement

If the **insured motor caravan** is covered for comprehensive benefits, then in the event of the keys or lock transmitter being lost or stolen and provided that the loss has been reported to the police, the **insurer** will pay up to GBP1,000 (after deduction of any **excess**) towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface.

3.2.2 Medical expenses

The **insurer** will pay up to the GBP200 per person for any medical expenses necessarily and properly incurred if the driver and/ or passenger(s) are injured in an **accident** directly involving the **insured motor caravan**.

3.2.3 Personal accident benefits

If the **insured** or **insureds'** spouse is accidentally injured in direct connection with an **accident** arising from the use of the **insured motor caravan** or whilst travelling in or getting onto or out of the **insured motor caravan**, then if within 13 weeks of the **accident** the injury is the sole cause of:

- a) death;
- b) loss of any limb;
- c) irrecoverable loss of all sight in one or both eyes;

the **insurer** will pay a benefit of GBP5,000 except that no payment will be made:

- a) to anyone under the age of 21 at the date of the **accident**;
- b) to anyone over the age of 70 at the date of the **accident**;
- c) for any intentional self-injury, suicide or attempted suicide;
- d) for death or bodily injury while under the influence of drink or drugs;

- e) in respect of further loss of or injury to any limb or eye which was defective prior to any **accident** covered by this insurance;
- f) for any amount in excess of GBP5,000 in any one **period of insurance**.

The payment of any benefit will be made directly to the **insured**.

3.2.4 **Personal effects**

At the request of the **insured** the **insurer** will pay up to GBP3,000 for each incident resulting in the loss of or damage to the personal effects of the **insured** and any occupant being carried in or on the **insured motor caravan** if this is due to an **accident**, fire, theft or attempted theft the subject of this insurance except that the **insurer** will not be liable to pay for:

- a) any article valued higher than GBP200;
- b) money, credit/charge cards, stamps, tickets, jewellery, portable audio and/or TV equipment, DVD players, MP3 players including Iphones, media players and accessories, compact discs, cassettes, cameras, digital video discs (DVDs), documents or documentation of any kind, including (without limitation) securities;
- c) mobile telephones, office and/or business equipment, trade goods or samples;
- d) computers and/or their components and/or their attachments and portable electronic equipment;
- e) **property** insured under any other insurance.

3.2.5 **Insured motor caravan – new for old replacement vehicle**

Where the **insured motor caravan** is stolen and not recovered or it is damaged in an **accident** or by fire, the **insurer** will replace it with a new **motor caravan** of the same make, model and specification except that the **insurer** will not be liable:

- a) if the **insured motor caravan** is not within two years of first registration; and
- b) if the **insured motor caravan** has completed more than 15,000 miles; and
- c) unless the cost of repairs covered by this **policy** will exceed 60% of the manufacturers list price (including vehicle tax and VAT) at the time of purchase; and
- d) unless the **insured motor caravan** is owned by and registered to the **insured**;
- e) if a replacement **motor caravan** of the same make, model and specification is not available, then the most the **insurer** will pay is the **market value** of the **insured motor caravan** at the time and date of the loss or damage.

3.2.6 **Camping equipment and awnings**

Insured section B is extended to cover damage to camping equipment, awnings and generators whilst inside your **insured motor caravan** or whilst attached to your **insured motor caravan** up to a maximum of GBP1,000 for each claim due to an **accident**, fire, theft or attempted theft.

3.2.7 **Audio/visual equipment**

Notwithstanding exclusion 3.3.10 **insured section B** is extended to include audio/visual/satellite/computer equipment, telecommunications and navigational equipment up to a maximum amount of GBP1,000, provided always that:

- a) such items are permanently fitted to the **insured motor caravan**;
- b) the extension shall be subject to the **policy** excess.

3.2.8 **Windscreen/window**

Notwithstanding clause 3.3.16 **insured section B** is extended to cover the cost of repairing or replacing broken glass in the windscreen and/or windows of the **insured motor caravan**, and any scratching of surrounding bodywork resulting solely and directly from such breakage provided that:

- a) The **insurers** maximum liability under this clause shall not exceed GBP1,500;
- b) The **insurer** shall not be liable for the first GBP75 of each claim (excess) if the windscreen/window glass is replaced except that this exclusion shall not apply if the windscreen/window glass is repaired rather than replaced;

- c) Any payment made solely under this **insured section** will not affect your no claim bonus provided no other damage has been sustained by the **insured motor caravan**.

CALL GLASSLINE ON 0800 716333

3.2.9 **Alternative accommodation**

Insured section B is extended to cover alternative accommodation costs of up to GBP100 per day, for a maximum of 14 days, if your **insured motor caravan** has been stolen or damaged and the loss or damage is covered by this **policy** (receipts required).

3.3 Loss or damage limitations and exclusions

3.3.1 **Cumulative limit of indemnity**

Insured section B does not cover any amount in excess of GBP2,000,000 (two million pounds) in connection with any occurrence or series of occurrences arising out of any one event.

3.3.2 **Damage to tyres**

Insured section B does not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an **accident** involving the **insured motor caravan**.

3.3.3 **Deception**

Insured section B does not cover any loss suffered through the obtaining of **property** by the offence of fraud by false representation.

3.3.4 **Diminution in value**

Insured section B does not cover any diminution in value of the **insured motor caravan** following repair thereof.

3.3.5 **Excess**

Insured section B does not cover the first part of each claim (the **excess**) in respect of **accidental** damage if the **insured motor caravan** is damaged whilst being driven by a young or inexperienced driver (as defined below) or in the charge of such a person for the purpose of being driven by him or her. The amount of any such **excess** shall be:

	Driver / Person in charge	Amount of excess
a)	Under 21 years of age.	GBP300
b)	21 years of age or over, but under 25 years of age.	GBP200
c)	Over 25 years of age when that person has not held a full Great Britain or Northern Ireland driving licence to drive a vehicle of the same class for 12 months or holds a provisional driving licence.	GBP200

The above amounts are in addition to any other **excess** which may apply as otherwise specified on the **schedule**.

3.4.1 **Fuel**

Insured section B does not cover loss of petrol or diesel fuel by any means.

3.3.6 **Impounding of the insured motor caravan**

Insured section B does not cover loss of or damage to the **insured motor caravan** arising from it being impounded as a result of a **road traffic accident** or vehicle licence offence or Custom and Excise offence or under the provisions of the 4th EU Motor Insurance Directive (**Motor Insurance Database**) or for any penalties imposed because of the incorrect disposal of the **insured motor caravan** deemed to be an End of Life Vehicle (ELV) following settlement on a total loss basis and where the **insurer** did not retain the salvage for disposal.

- 3.3.7 **Loss of use**
Insured section B does not cover loss of use of the **insured vehicle**, or any other loss or damage other than expressly and specifically insured under **insured section B**.
- 3.3.8 **Mechanical or electrical breakdowns**
Insured section B does not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.
- 3.3.9 **Obsolete spare parts clause**
Insured section B does not cover any amount in excess of the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- 3.3.10 **Sound reproducing equipment and communications equipment**
Insured section B does not cover loss of or damage to tapes, cassettes, compact discs, MP3 players and accessories, visual and sound reproducing equipment, DVD players, telephones or other communications equipment, radar detection equipment and unless fitted by the manufacturer at first registration electronic satellite navigation equipment.
- 3.3.11 **Subsequent damage**
Insured section B does not cover any additional damage resulting from the **insured motor caravan** being removed by you after an **accident** or fire or theft.
- 3.3.12 **Security / immobiliser / keys**
Insured section B does not cover loss of or damage to the **insured motor caravan** arising from theft or attempted theft if:
- a) the **insured motor caravan** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when the **insured motor caravan** is parked and unattended; and
 - b) the immobiliser fitted by the vehicle manufacturer or fitted post manufacture or as specified and agreed by the **insurer** has not been maintained in working order at all times and has not been activated when the **insured motor caravan** is parked and unattended; and
 - c) the keys or other device which unlocks the **insured motor caravan** have been left in or on the **insured motor caravan** or not removed to a safe and secure place.
- 3.3.13 **Trailer**
Insured section B does not cover loss of or damage to any **trailer**, unless full details of such **trailer** have been given to and accepted by the **insurer**. The **insured sections** applying to any such declared **trailer(s)** will be identical to its motive unit.
- 3.3.14 **Wear and tear**
Insured section B does not cover wear and tear or depreciation or that part of the cost of repair which improves the **insured motor caravan** beyond its condition at the time of the loss or damage.
- 3.3.15 **Spare parts and accessories in a locked and secure private garage.**
Insured section B does not cover more than GBP500 for accessories and spare parts kept in a locked and secure private garage.
- 3.3.16 **Windscreens and windows**
Insured section B does not cover damage to sunroofs, skylights or similar roof openings.

3.4 Loss or damage - other terms and conditions

3.4.1 Take reasonable precautions

The **insured** shall take all reasonable precautions to maintain the vehicle and or **trailer** in a roadworthy condition and protect it from damage and/or loss.

3.4.2 Cherished or personal number plate

If the **insured** requests that they retain a cherished or personal number plate the **insured** must follow the procedure laid down under the Driver and Vehicle Licencing Agency (DVLA). This will include completion of the DVLA retention and transfer application forms and the **insured** will be responsible for the appropriate fee. If it is intended to apply to retain the number plate the **insured** must notify the **insurer** immediately and provide details of the replacement **vehicle** registration mark as soon as it is notified. If the **insurer** is not notified immediately of the intention to retain the number plate, the **insurer** will proceed with the disposal of the vehicle salvage including the vehicle number plate (vehicle registration mark).

3.4.3 Standard accessories or spare parts

For the purposes of this **insured section B** any standard accessory, spare part or component or otherwise as agreed by the **insurer** which is fitted to the **insured motor caravan**, or kept in a locked and secure private garage, shall be treated as a part of it.

3.4.4 Replacement parts

The **insurer** may at their option fit replacement parts which have not been made by the **vehicle's** manufacturer but which are of a similar standard.

3.4.5 Hire purchase agreement

If to the knowledge of the **insurer**, the **insured motor caravan** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **insured motor caravan** under this **insured section B** shall be made to the legal owner whose receipt shall be a full and final discharge of the **insurer's** liability in respect of such loss or damage.

4 Insured section C - Foreign use

4.1 Foreign use covered

4.1.1 This insurance by this **policy** throughout the **period of insurance** is extended whilst the **insured motor caravan** is being used in or transported by rail, sea or air between the countries listed below:

- a) any member of the European Union.
- b) any other country for which the commission of the European Union is satisfied that arrangements have been made to meet the requirements of the EU Directives on insurance.
- c) any other country as agreed by the insurer prior to departure.

Provided that;

- i) the **insured motor caravan** must be taxed and registered in the UK.
- ii) your main permanent home must be in the UK and your visit abroad is only temporary.
- iii) the declared annual mileage of the **insured motor caravan** as stated in the **schedule** is not exceeded.

4.2 Foreign use costs and expenses

4.2.1 Not applicable.

4.3 Extended foreign use coverage

4.3.1 General average

The **insurer** will indemnify the **insured** against general average contribution, salvage, sue and labour charges incurred and any customs duty arising out of the transportation of the **insured motor caravan** by sea provided that:

- a) such **insured motor caravan** is insured against loss or damage by **insured section B** of this **policy** and
- b) the contribution relates to the value of such **insured motor caravan** as agreed and shown in the **schedule**.

except that the **insurer** shall not be liable for customs or excise duties or charges.

4.4 Foreign use limitations and exclusions

This insurance does not cover:

- a) driving other vehicles even if stated on your **certificate of motor insurance**.
- b) the **insured motor caravan** unless it is being used for purposes described in the **certificate of motor insurance** and **policy schedule**.

4.5 Other terms and conditions

Not applicable.

5 Limitations and exclusions - All insured sections

This **policy** excludes and the **insurer** shall not be liable for:

5.1 Aircraft and aircraft sites

5.1.1 any **accident**, injury, loss or liability, due to the presence of the **insured motor caravan** in any premises or area to which any aircraft has access.

5.1.2 any **accident**, loss or damage to any aircraft or any liability or injury arising from such damage.

5.1.3 any consequential loss in connection with any aircraft, airport or airfield operation arising from the presence of the **insured motor caravan** in any area to which any aircraft has access.

5.2 Aircraft travelling at supersonic speeds

loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5.3 Carriage of hazardous goods

any liability, injury, loss or damage while the **insured motor caravan** is being driven or used for the carriage of **hazardous goods** except that:

5.3.1 this exclusion shall not apply where the **insured** has obtained the **insurer's** prior written agreement for the transport of **hazardous goods**; and

5.3.2 any such agreement will be conditional upon the **insurer's** liability not exceeding GBP1,000,000 (one million pounds).

5.4 Confiscation or nationalisation

any consequence of confiscation or nationalisation or requisition destruction of or damage to **property** by order of any Government or Public or Local Authority.

5.5 Contractual liability

any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.

5.6 Earthquake

any liability, injury, loss or damage caused by earthquake.

5.7 European jurisdiction

The a judgement or order by a court of competent jurisdiction enforcing the judgement of a foreign court which is outside of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or the countries specified under **insured section C** of this **policy**.

5.8 Intentional damage

5.8.1 any intentional damage to any **property** or the death of or injury to any person caused by or incurred with the consent or connivance of the **insured**.

5.8.2 any liability whatsoever arising out of the deliberate use of the **insured motor caravan**:

a) to cause damage to other vehicles or **property** and / or

b) to cause injury to any person and/or to put any person(s) in fear of injury.

5.9 Nuclear hazards

any loss or liability caused by, attributable to, or arising from;

5.9.1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or

5.9.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

5.10 Pollution

- 5.10.1 any **accident**, injury, loss, damage or liability for death of or bodily injury to any person or damage to **property** directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.
- 5.10.2 all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5.10.3 this exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

5.11 Racing, competitions and off road activity

any **accident**, injury, loss or damage occurring while the **insured motor caravan** is being used for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.

5.12 Riot or civil commotion

any liability, injury, loss or damage caused by riot or civil commotion occurring outside Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.

5.13 Territorial limits

any liability, injury, loss or damage while the **insured motor caravan** is outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except as provided for under **insured section C**; Foreign use.

5.14 Tool of trade use

any loss, damage or liability whilst the **insured motor caravan** or **trailer** or any item of mechanical plant or machinery or tool, whether attached to the **insured motor caravan** or not, is being used as a tool of trade except so far as is necessary to meet the requirements of the **Road Traffic Acts** or any applicable UK or EU law or directive.

5.15 Unlicensed use

any liability, injury, loss or damage while the **insured motor caravan** is being driven or used by anyone who:

- 5.15.1 does not hold a licence to drive the **insured motor caravan**; or
- 5.15.2 has held but is currently disqualified from holding or obtaining such a licence; or
- 5.15.3 does not fully comply with the conditions of their driving licence.

5.16 Unsafe load

any **accident**, injury, loss, damage or liability caused or incurred whilst:

- 5.16.1 the load in or on the **insured motor caravan** is being conveyed in an unsafe manner;
- 5.16.2 conveying a load in excess of that for which it was constructed or in excess of the maximum carrying capacity as advised to the **insurer**.

5.17 Use

any liability, injury, loss or damage while the **insured motor caravan** is being:

- 5.17.1 driven other than in accordance with the provisions of the **certificate of motor insurance**;
- 5.17.2 used other than in accordance with the provisions of the **certificate of motor insurance**;
- 5.17.3 used other than for the purposes specified in the **schedule** except while in the custody of a motor trader for service or repair;
- 5.17.4 driven by anyone driving without the **insured's** permission.
- 5.17.5 does not hold a Private Hire licence where required.

5.18 Terrorism or war

any loss arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law except so far as is necessary to meet the requirements of the **Road Traffic Acts**.

For the purpose of this exclusion terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to

- a) intimidate or coerce a civilian population, or
- b) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- c) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
- d) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

6 Duties in the event of a claim or potential claim

If you need to make a claim please contact QBE's 24 hour claim line on 0800 389 1708 during office hours.

The due observance and fulfilment of the provisions of clause 7.16, is a condition precedent to the **insurer's** liability for any claim under this **policy**.

6.1 Claim notification

- 6.1.1 The **insured** must notify the **insurer** as soon as reasonably possible of any incident which may result in a claim under this insurance.
- 6.1.2 The **insured** must forward every claim form, writ, summons, legal process or other communication in connection with any such incident to the **insurer** immediately upon receipt.
- 6.1.3 The **insured** must advise immediately of the time and place of any impending prosecution or inquest or fatal inquiry.
- 6.1.4 The police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.

6.2 Claim Procedure

- 6.2.1 The **insured** must give all information and assistance the **insurer** or the police may require in connection with any such incident or claim in respect thereof.
- 6.2.2 No admission of liability or offer or promise of payment shall be made without the **insurer's** written consent.
- 6.2.3 In the event of damage to the **insured motor caravan** which is covered by this insurance, the **insurer** or their appointed representative shall be contacted immediately and prior approval obtained in respect of any repairs to be undertaken.
- 6.2.4 In the event of the **insured motor caravan** being lost or damaged beyond economical repair:
 - a) there shall be submitted to the **insurer** the current Vehicle Registration Certificate (V5C), Ministry of Transport Test Certificate (MOT), vehicle purchase receipt, any other documents required by them and all keys to the **insured motor caravan** ;
 - b) for single vehicle policies, there shall be returned to the **insurer** this **policy** and **certificates of motor insurance** for cancellation but there shall be no return of premium;
 - c) the **insured motor caravan** will become the **property** of the **insurer** for disposal in accordance with the Motor Conference Code of Practice for the Disposal of Motor Vehicle Salvage, or legislation, or any other regulation applying at the time of such loss.
- 6.2.5 The **insurer** will handle, oversee and shall have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.
- 6.2.6 The **insurer** shall be permitted to take proceedings at their own cost to recover the amount of any payment made under this insurance in the name of the **insured** to whom payment has been made and the **insurer** shall be given their full co-operation in relation thereto.

7 General terms and conditions

7.1 Anti-fraud databases

Details of the **insured** may be passed on to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDSL) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR) run by the Association of British Insurers (ABI). The **insurer** also exchanges information with the police and/or other insurers and other organisations through various databases. The aim is to help the **insurer** check information provided and also to prevent fraudulent claims. Under the conditions of the **policy** as the **insured** you must tell the **insurer** about any incident such as an **accident** or theft which may or may not give rise to a claim. The **insurer** will pass information relating to this incident to the registers.

7.2 Applicable law

This agreement and any dispute or claim between the **insured** and the **insurer** arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Further any dispute will be subject to the exclusive jurisdiction of England and Wales.

7.3 Assignment

Assignment of interest under this **policy** shall not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

7.4 Cancellation

7.4.1 The **insured** may cancel this **policy** at any time by letter and returning this **policy** and the **certificate(s) of motor insurance** and the insurance disc(s).

7.4.2 Provided this insurance is an annual contract and providing no claim has been made for the period for which insurance cover was provided, the **insured** will be entitled to a return of premium based on short period rates which are as follows

Short Period Rates

Period on risk percentage of annual
not exceeding premium returned

1 Month 80%

2 Months 70%

3 Months 60%

4 Months 50%

5 Months 40%

6 Months 30%

7 Months 20%

Over 7 Months nil

7.4.3 The **insurer** may cancel this **policy** by giving seven (7) days notice by recorded delivery to the **insured's** last known address (and in the case of Northern Ireland to the Department of the Environment, Northern Ireland).

7.4.4 The **insured** will be entitled to a pro-rata return of premium upon receipt of this **policy** and the **certificate(s) of motor insurance** and the insurance disc(s).

7.4.5 Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains any sum outstanding (whether or not the date for repayment of the said sum or any part thereof has fallen due) by the **insured** to the provider of the finance (referred to hereafter as the Finance Company) at the date of cancellation under this General condition the **insurer** may deduct from the sum otherwise payable under this General condition to the **insured** all or any part of the sum outstanding by the **insured** to the Finance Company provided that the sum thereby deducted is paid directly by the **insurer** to the Finance Company.

7.5 **Contract (Rights of Third Parties) Act 1999**

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

7.6 **Contribution with other insurances**

If at the time of any claim there is any other insurance covering the same risk or any part thereof the **insurer** will not be liable for more than its rateable proportion.

7.7 **Disclosure under the Data Protection Act 1998**

The **insurer** records and holds data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. The **insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **policy**.

Further, by accessing and updating various databases the **insurer** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request obtained through application to the appointed Data Controller.

7.8 **Dispute resolution**

7.8.1 All matters in dispute between the parties arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

7.8.2 The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

7.8.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

7.9 **Document management**

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

7.10 **Fraud**

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the **insured** or anyone acting on their behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or damage be occasioned by wilful act or with the connivance of the **insured** all benefits under this **policy** shall be forfeited and the **insurer** shall not be liable to pay any outstanding or future claims.

Further any claim paid to the **insured** in respect of any fraudulent means or device must be repaid to the **insurer**.

7.11 Instalment premiums

Where the premium or any part thereof was paid with the benefit of a finance agreement and there remains sums outstanding (whether or not the date for payment of the said sums or any part thereof has fallen due) by the **insured** to the provider of the finance (referred to hereafter as the Finance Company) the **insurer** may at their option deduct all or any part of the sums outstanding between the **insured** and Finance Company from any claims settlement due in respect of a loss under this **policy**, provided the sum thereby deducted is paid directly by the **insurer** to the Finance Company.

Where the **insurer** has agreed to the payment of premium(s) by instalments, if any instalment is not received by the **insurer** on or before its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within 7 days of the **insurer** giving written notice of non payment this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, the **insured** will be entitled to a pro-rata return of premium upon receipt of this **policy** and the **certificate(s) of motor insurance** or the insurance disc(s).

The **insurer** may at their own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

7.12 Joint indemnity/cross liability clause

If this **policy** is issued in the name of more than one party, the cover provided by this **policy** shall apply as if separate policies had been issued to each of the parties jointly named as the **insured** but the total liability of the **insurer** for all claims shall not exceed the limits of Indemnity stated in this **policy**.

7.13 Motor insurance database

The **insured** shall ensure that all **vehicle** and **policy** details are notified to the **insurer** or their appointed representative within five (5) business days of the effective date for entry on the Motor Insurance Database as required by the relevant law applicable in Great Britain and Northern Ireland.

7.14 Motor insurance database data protection

The **policy** details will be added to the Motor Insurance Database (MID) run by the Motor Insurers Information Centre (MIIC). MID data may be used by the DVLA and DVLNI for the purpose of Electronic Vehicle Licencing and by the Police for the purposes of establishing whether a drivers use of the **insured motor caravan** is likely to be covered by a motor insurance policy and or for preventing and detecting crime. If you are involved in an accident in the UK or abroad other UK insurers the Motor Insurers Bureau and MIIC may search the MID to obtain relevant document information. Persons pursuing a claim in respect of a **road** traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. You can find out more about this from us or at: www.miic.org.uk

7.15 Non-disclosure

This **policy** will be void from inception and of no effect if:

- 7.15.1 the **proposal** or declaration is untrue in any material respect;
- 7.15.2 the **insured** makes a claim that is fraudulent or deliberately exaggerated;
- 7.15.3 the **insured** has made a false declaration or statement in support of any such claim;
- 7.15.4 the circumstances in which the **insured** entered into the insurance are altered without the **insurer's** consent.

7.16 Observance

- 7.16.1 The due observance and fulfilment of the terms and conditions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured** will be a condition of this **policy**. Any waiver by the **insurer** of any term or condition will not prevent the **insurer** from relying on such term or conditions in the future.
- 7.16.2 Further where an indemnity is provided to an insured person the **insured** will arrange for each party to comply with the terms and conditions of this insurance so far as they can apply

providing always that the insured person complies with the terms of clause 6, Duties in the event of a claim or potential claim.

7.16.3 In the event of a breach of any provision in this clause, and without prejudice to any other rights of the **insurer**, the **insurer** may:

- a) in a case of a breach of condition, cancel the **policy** in accordance with clause 7.4;
- b) in any case, reject or reduce claims connected with the breach and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

7.17 **Right of recovery**

In circumstances where the **insurer** is entitled to refuse an indemnity under the **policy** but is obliged by provision of the law of any territory in which this **policy** operates relating to the insurance of liability to third parties to make payment to a party who has suffered loss and / or damage, the **insured** shall repay to the **insurer** all such sums as the **insurer** is so obliged to pay.

8 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this section in **bold** type face.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

8.1 Accident

Accident means any unforeseen event, one without apparent cause or anything that occurs unintentionally or by chance.

8.2 Certificate of motor insurance

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance as required by the Road Traffic Act 1988. For full details of the insurance cover, refer to this **policy**.

8.3 Date of occurrence

Date of occurrence means the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

8.4 Excess

Excess means the first part of any claim in respect of each and every **insured motor caravan** for which the **insured** is responsible.

8.5 Hazardous goods

Hazardous goods means explosives, chemicals, chemical by-products, acids or any other goods of a generally dangerous or hazardous nature.

8.6 Insured

Insured means the person or entity specified on the application form who/which has applied for insurance hereunder and named in the **schedule** as insured.

8.7 Insured section

Insured section means a section of this **policy** that forms part of the insurance contract but only if stated as 'insured' in the **policy schedule**.

8.8 Insured motor caravan

Insured motor caravan means a motor caravan which is constructed or adapted for the carriage of passengers and their effects and which contains, as permanently installed equipment, the facilities which are necessary for enabling the vehicle to provide mobile living accommodation for its users.

8.9 Insurer

Insurer means:

8.9.1 for all **insured sections**; QBE Insurance (Europe) Limited whose Head office and registered address is:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: 020 7105 4000 fax: 020 7105 4019. Registered in England No. 1761561. Home State - United Kingdom.

Authorised and regulated by the Financial Services Authority. Registration Number 202842.

8.10 Market value

Market value means the replacement value of the same make and model of vehicle of a similar age and condition and history as determined by reference to vehicle value publications.

8.11 Period of insurance

Period of insurance means the period shown as such on the **schedule**, which times are taken as Greenwich Mean Time unless otherwise stated.

8.12 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

8.13 Property

Property means any tangible property including animals.

8.14 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

8.15 Road

Road means any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the **territorial limits** defined in this **policy**.

8.16 Road Traffic Acts

Road traffic acts means any acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

8.17 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

8.18 Statement of fact

Statement of fact means all and any information supplied to the **insurer** by or on the **insured's** behalf.

8.19 Territorial limits

Territorial limits mean Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during sea transit between ports in these areas including the processes of loading and unloading.

8.20 Trailer

Trailer means any articulated or semi-trailer mentioned by description or category in the **schedule**.

9 Complaints

9.1 What you should do?

We take all complaints seriously and endeavour to resolve all customers' problems promptly. If you have a question or complaint about this insurance or the conduct of your intermediary please contact your intermediary in the first instance.

If you wish to contact us directly then for all **insured sections** apart from E please contact:

Portfolio Manager
QBE Insurance (Europe) Limited
Mill Court
Mill Street
Stafford ST16 2AX
Tel: +44 (0)845 60 20 983 Fax: +44 (0)0845 60 20 984
Web: www.qbeurope.com/motor

Please quote your **policy** number or claim number as appropriate in any correspondence. If, after making a complaint, you feel that the matter has not been resolved to your satisfaction then if you are an eligible complainant you may contact:

The Financial Ombudsman Service
South Quay Plaza 2
183 Marsh Wall
Docklands
London E14 9SR
Tel: consumer helpline: 0845 080 1800 Fax: 020 7964 1001
e-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint to the Financial Ombudsman Service (FOS) does not affect your rights under this **policy**, but if you are not an eligible complainant then the informal complaint process ceases.

A summary of our complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

9.2 About the Financial Ombudsman Service (FOS)

Eligible complainants are a private policyholder, a commercial policyholder or charity with a turnover under GBP1m, or a trust with assets under GBP1m. The FOS will only consider a complaint if you are an eligible complainant and if:

- we have been given an opportunity to resolve it; and
- we have sent you a final response letter and you have referred your complaint to the FOS within six (6) months of our final response letter; or
- we have not responded to your complaint with a decision within forty (40) days.

9.3 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if QBE is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN or from their website (www.fscs.org.uk).