

POLICY DOCUMENT

Flexx Touring Caravan Insurance



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Introduction

Welcome to **Our** Flexx policy, administered by **Towergate Insurance**.

This document, the **Schedule**, any statement of fact or proposal and any endorsements set out the terms of the contract between **You** and **Us**. Please read the policy, **Schedule** and any endorsements to make sure they provide the cover **You** require. If they are not correct, or do not meet **Your** needs, please return this policy document to the person who arranged this insurance for **You**.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details. If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Your policy is designed to be amended easily and **We** will issue a new **Schedule** or endorsement each time the policy is altered.

You must also tell **Us** if at any time the sums insured shown in the **Schedule** are not enough. Following a claim **We** can make a cash payment, carry out the necessary repairs, or replace the item.

Our agreement

In return for **Your** premium **We** will insure **You** during the **Period of Insurance**, under the terms set out in this policy document, the **Schedule** and any endorsement **We** have issued.

Please keep **Your** policy wording in a safe place. **You** may need to read it if **You** need to make a claim or if **You** need help.

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

Tel: 0344 346 0427

Fax: 01242 253 990

Email: touring@towergate.co.uk

Web: www.towergateinsurance.co.uk

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Changing your details

You must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell **Us** about are:

- If **You** change **Your Caravan**
- If **You** change **Your Storage Address** or any changes in security are made to **Your Storage Address**;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If **You** or **Your Family** intend to use **Your Caravan** for any purpose other than for personal holiday use
- If **You** or **Your Family** are convicted of a criminal offence (other than motoring offences);
- If **You** or **Your Family** are declared bankrupt;
- If **Your Contents** sum insured changes
- If **You** make any changes to the security on **Your Caravan**
- If **You** have any other insurance policy refused, declined, cancelled or voided;

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy.

You will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed on page 15.



Definition of Words in this policy

Certain words in **Your** policy wording are printed in **bold** type and these words and expressions have been given specific meanings as follows:

Accidental Damage

Damage caused suddenly by external means which is not expected and not deliberate.

Caravan

The structure of the touring **Caravan** described in the **Schedule** together with an awning, fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring **Caravan** or fitted by the manufacturer at a later date.

CaSSOA

The Caravan Storage Site Owners' Association.

Contents

Standard caravanning equipment and all additional items **You** would reasonably take with **You** when using **Your Caravan** including pedal cycles, and portable motor movers.

Geographical Limits

United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands) and for cover in the European Union, Norway and Switzerland for the number of days as shown in your **Schedule** of insurance, in any one **Period of Insurance**.

Home

Within the boundaries of **Your** permanent place of residence or **Your Immediate Family** permanent place of residence but excluding communal parking areas and any public road or highway.

Immediate Family

Mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles

In Use

When **You** or **Your Immediate Family** are using or visiting **Your Caravan** for holiday purposes or when the **Caravan** is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from **You** or **Your Immediate Family** using or visiting **Your Caravan** for holiday purposes provided the **Caravan** is kept at **Your Home** during this 24 hour period.

Market Value

Shall mean the value of the **Caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.

Money

Cash, bank or currency notes, cheques, **Money** and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers.



Period of Insurance

The period of time covered by the policy as shown in the **Schedule**.

Permanent Residence

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

Schedule

The document **We** give **You** which makes the policy valid and shows **Your** name, details of **Your** address, the **Caravan**, the sums insured, the **Caravan Storage Address** and the policy number along with the excess amount and period of cover in the European Union.

Storage Address

Your Home or an address **You** have given **Us** and which **We** have accepted.

Towergate Insurance

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

Tel: 0344 346 0427

Fax: 01242 253 990

Email: touring@towergate.co.uk

Unattended

When the **Caravan** is in use and **You** have temporarily moved away from the **Caravan**.

Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers, binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

We/Us/Our/Company

The insurer(s) named in **Your Schedule**

You/Your/Policyholder

The person(s) named in the **Schedule**.



Policy Cover

1. **We** will cover **You** against loss or damage to the **Caravan** and its **Contents** caused by an insured peril.

Insured perils

1. fire, explosion, lightning and earthquake;
2. storm or flood;
3. **Accidental Damage**;
4. malicious acts or vandalism;
5. theft or attempted theft.

Excluding

- a) Theft of **Contents** whilst outside the **Caravan**.
- b) Theft of or loss or damage to **Money, Valuables**, firearms, wines, spirits and tobacco goods.
- c) Theft of or loss or damage to the **Caravan** while the **Caravan** is not being used unless it is kept at **Your Home** or at a **Storage Address You** have written and told **Us** about and which **We** have accepted.
- d) Theft of **Contents** unless there is evidence of forcible or violent entry or exit to or from the **Caravan**.
- e) Theft of electronic or electrical equipment whilst left in the **Caravan** when it is not in use.
- f) **Accidental Damage to Contents and Valuables**.
- g) **We** will not pay for loss or damage to **Caravan** generators or damage to the **Caravan** resulting from using generators.

Additional extensions

We will pay the extra costs of the following after loss or damage insured by this policy.

a) Emergency removal

If **Your Caravan** cannot be moved as a result of loss or damage while in use, **We** will pay the extra costs **You** reasonably have to pay to:

- i) recover the **Caravan** from the scene of a road traffic accident;
- ii) remove the **Caravan** from the premises of a recovery company to the secure premises of **Our** nearest approved repairer;
- iii) re-deliver the **Caravan** to **You** at **Your Home** or **Storage Address** as shown in the **Schedule**.

b) Loss of use

If **You** cannot stay in **Your Caravan** as a result of loss or damage while in use and **You** decide to continue with **Your** holiday, **We** may pay the extra costs **You** reasonably have to pay for:

- i) hotel accommodation costs (not including food and drink) up to £50 a day for up to 14 days; or
- ii) hire costs for a replacement **Caravan** up to £50 a day for up to 14 days.

c) Additional contents cover

When the **Caravan** is in use only, as long as the sum insured is enough to cover the **Contents**, **We** will cover outside furniture kept in an awning.



2. Public liability

We will insure any amounts which **You** legally have to pay for causing accidental bodily injury, death or disease, accidental loss or damage to property arising out of **You** owning, possessing or using the **Caravan** or the **Contents** which happens within the **Geographical Limits**.

We will also insure defence costs **You** pay or agree to pay with **Our** permission as well as the limit of liability for this section. **We** will cover **Your** personal representatives entitled to cover under this section for any liability **You** or they may have. However **You** and they must keep to the terms, conditions and exclusions of this section.

We will also cover **You** or **Your Immediate Family** for any legal liability as owner or occupier of the **Caravan** to compensate others if, following an accident during the **Period of Insurance**, someone dies, is injured, falls ill or has their property damaged.

We will pay up to £2,000,000 in connection with any one incident.

Excluding

- a) **We** will not cover public liability arising directly or indirectly while **You** are towing the **Caravan**.
- b) **We** will not cover loss or damage to property **You** own or are looking after or if it is more specifically insured elsewhere.
- c) **We** will not pay if the liability that arises from death, injury or illness of **You** or **Your Immediate Family**; loss of or damage to any property **You**, **Your Immediate Family** or **Your** domestic employees own or that **You** or they are responsible for.



Settling Claims

1. The caravan

We will either pay the cost of repairing the **Caravan** or, if the **Caravan** is lost or damaged beyond economical repair, **We** may settle the claim as follows:

a) New For Old Cover

If **You** suffer a total loss and the **Caravan** is within five years of age from the date of manufacture and **You** have been the only owner, **We** will replace the **Caravan** with a new **Caravan** of the same make and model. **Your** sums insured must cover the cost of a new **Caravan** of the same make and model. **You** must be able to provide the original purchase receipt.

b) Agreed Value

If **You** suffer a total loss and the **Caravan** is within five years of age from the year of manufacture and **You** have not been the only owner and **You** purchased the **Caravan** from a **Caravan** dealer, **We** will pay the purchase price paid by **You**. **Our** liability shall not exceed the purchase price paid by **You**. If **You** have bought **Your Caravan** from anybody other than a **Caravan** dealer, **You** must be able to provide a valuation from a **Caravan** dealer showing the original purchase price paid by **You** reflects the **Market Value** of the **Caravan**. **Your** sums insured must cover the original purchase price paid by **You**.

c) Caravans over five years old

If neither a) or b) above apply, **We** will pay the **Market Value** of the **Caravan**.

2. The contents

We will pay the cost of repairing damaged items or:

- a) pay the cost of replacing lost or damaged items by items of similar quality;
- b) replace lost or damaged items with items of similar quality.

We may take off an amount for wear, tear, and loss in value.

If the sums insured on the **Caravan** and **Contents** at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.



General Exclusions

We will not pay for loss or damage:

1. To tyres by puncture, cuts, bursts or braking;
2. Resulting from road traffic accidents if the **Caravan** is not roadworthy;
3. To generators or resulting from using generators;
4. Any legal liability or bodily injury directly or indirectly caused by or arising from:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

We will not pay for loss or damage caused by:

1. Faulty workmanship, faulty design or using faulty materials;
2. Repairing, restoring, renovating, cleaning or dyeing;
3. Electrical or mechanical failure or breakdown;
4. Wear, tear or loss of value or any expense or costs that are indirectly caused by the insured peril;
5. Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
6. Water damage or resulting from water leaking in through windows, doors, ventilators, body joints or seals;
7. Chewing, scratching, tearing or fouling by animals;
8. Deception, unless deception is used only to gain access or entry to the **Caravan**;
9. Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
10. Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
11. **You** towing **Your Caravan** if **Your Caravan** weighs in excess of 100% of the towing vehicle's kerb weight.

We will not pay for:

1. The excess amount shown in the **Schedule** on each and every claim, unless the loss or damage occurred whilst the **Caravan** was stored or permanently parked at a **CaSSOA** site;
2. More than £500 for any one single item insured under the **Contents** section;
3. 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;
4. Loss or damage or legal liability directly or indirectly arising from the **Caravan** being loaned, leased or hired to any other person other than **Immediate Family** members;
5. Loss or damage if the **Caravan** is being used as a private residence;
6. Loss or damage or legal liability occurring while the **Caravan** is being used in connection with any trade, business or profession;
7. Loss or damage which happens before the start of this policy;
8. Loss or damage caused deliberately by **You**;
9. Loss or damage if **You** have not notified **Us** of any changes to the storage location or security arrangements of the **Caravan**.



General Conditions

1. **You** must keep to the terms and conditions of this policy.
2. It is a condition of this policy that whenever the **Caravan** is left **Unattended** and detached from the towing vehicle, **You** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If left unattended while attached to the towing vehicle **You** must fit a wheel clamp. If a twin axle **Caravan** both axles must have a wheel clamp fitted.
3. **You** must take all reasonable steps to prevent or reduce loss or damage to the **Caravan** and **Contents**.
4. **You** must maintain the **Caravan** in a sound, roadworthy condition and keep it in good repair.
5. **You** must not leave awnings up and attached to the **Caravan** unless it is in use.
6. **You** must not act in a fraudulent manner.

If **You** or anyone acting for **You**;

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then

- **We** shall not pay the claim.
 - **We** shall not pay any other claim which has been or will be made under the policy.
 - **We** may at **Our** option declare the policy void.
 - **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date.
 - **We** shall not make any return of premium.
 - **We** may inform the police of the circumstances.
7. If **Your Caravan** is deemed beyond economical repair during the **Period of Insurance** of this policy, all cover will end from the date of the loss and **We** will take premiums **You** owe from any amount **We** pay as **Your** claim.
 8. Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English law.



Claims Procedure and Conditions

What you must do when making your claim

Please first read this policy and **Your Schedule** to check that **You** are covered then refer to and follow the claims procedure detailed below.

In the event of loss of or damage to property or any accident or incident likely to result in a claim advise **Towergate Insurance** on 0344 346 0427 or e-mail: touring@towergate.co.uk as soon as reasonably possible. Tell **Us** what happened and let **Us** have as much information as possible. **We** will verify **Your** cover and deal with **Your** claim as quickly as possible. If **You** need to ask any questions during **Your** claim, please call **Towergate Insurance**.

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) report to the police any theft, malicious damage, vandalism or loss of property.
- ii) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

In the event of any accident or incident likely to result in a public liability claim **You** must:

- i) send **Towergate Insurance** any letter, writ, summons, or other legal document issued against **You** or **Your Immediate Family** without answering it.
- ii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your** property.

To help assist in dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of damaged property.

If any loss or damage covered by this policy is insured under another policy **We** will only pay **Our** rateable proportion of any claim.

Conduct of Claims

a) Our Rights

In the event of a claim **We** may:

- i) enter into and inspect any **Caravan** where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.



b) Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible. If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

Important information about your policy

Your policy is designed to insure **Your** property against loss or damage. It does not cover the maintenance of **Your Caravan**. This means that **We** will not cover the cost of wear and tear or general maintenance costs.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

You should keep **Your Caravan** in good repair, and take reasonable steps to avoid loss or damage.



Cancellations

Statutory Cancellation Rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the cancellation period) by writing to **Towergate Insurance** at the following address during the cancellation period:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ

There is no refund of premium in the event of a total loss claim. However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

Cancellation Outside The Statutory Period

You may cancel this policy at any time by providing prior written notice to the above address. Providing **You** have not incurred eligible claims during the period **We** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

We reserve the right to cancel the policy by providing 21 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

Non payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.



Complaints Procedure

If at any time **You** have a complaint about the services provided to **You** by **Towergate Insurance** then **You** should contact:

The Managing Director
Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
Glos
GL50 1XZ

Tel: 0344 346 0427
Fax: 01242 253 990

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded and **Your** comments analysed to help improve the service offered. Complaints which the insurers are required to resolve will be passed to them and **You** will be notified if this happens.

If at any time **You** have a complaint about the service provided by the insurers of this policy, then **You** should contact:

Customer Satisfaction Manager
Allianz Insurance plc
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW

Tel: 01454 457745
Fax: 01483 529717
Email: allianzretailcomplaints@allianz.co.uk

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from most mobile phones)
or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst **Towergate Insurance** and **Your** insurers are bound by the decision of the FOS, **You** are not.



Following the complaints procedure does not affect **Your** right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on **Your** service provider.

Financial Services Compensation Scheme

Towergate Insurance and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at: www.fscs.org.uk.







Towergate Insurance

Ellenborough House, Wellington Street, Cheltenham, Gloucestershire GL50 1XZ.

Tel: **0344 346 0427** Fax: **01242 253990** www.towergateinsurance.co.uk

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