



Your motorhome policy



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## About this policy

This policy forms part of your legal contract with us. In this booklet, we also define exactly what your motorhome is covered for.

But first, here's what to do if you need us.

### Getting in touch

If you have an accident or need to make a claim, we're here to support you. Just call our claims helpline for assistance on +44 (0)844 811 2028 24 hours a day.

### Making a claim

When you call the claims helpline, we will record the details of your incident. We'll also be able to confirm:

- whether your policy covers you for the incident
- any excess that you'll have to pay
- the steps involved in making your claim, which we'll manage on your behalf.

### Reporting an accident

Again, just call the claims helpline.

It's imperative that all incidents are reported to us immediately, or at the earliest possible opportunity.

This helps us to act quickly and control the cost of claims as efficiently as possible.

### Details to have to hand

When calling the claims helpline, please have your policy number to hand if you can. This number is written on your policy schedule. This helps us to find your policy records quickly and deal with your call as efficiently as possible.

If you're unable to locate your policy number don't let this delay your reporting of the incident.

### Telephone call recording

For our joint protection, telephone calls may be recorded and/or monitored.

## Contract of insurance

This policy, the information you have provided and the schedule, form the contract of insurance between you, the policyholder and us, the insurer.

The insurance is arranged and administered by:  
PolicyPlan [a trading style of *Staveley Head Limited*]  
Staveley House  
Church Street  
Connah's Quay CH5 4AS

and underwritten by:  
Enterprise Insurance Company plc  
R22-R24 Ragged Wharf  
Queensway Quay  
Gibraltar

In return for your premium, we will provide the cover shown in the schedule for accident, injury, loss or damage that happens within the territorial limits during the period of insurance.

### Choice of law

The law of England and Wales will apply to this contract unless you and the insurer agree otherwise.

### Changes we need to know about

Please tell us or your insurance adviser immediately you become aware of any changes to your circumstances which may affect this insurance or any other material facts e.g. a change to the persons to be insured, motoring convictions of any persons to be insured, a change of vehicle or a change of use to the vehicle.

### Your cancellation rights

You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid, less an administrative charge of £40.00. Alternatively, if you wish to do so and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, less a pro-rata deduction for the period you have received cover plus an administrative charge of £40.00. No refunds will be allowed where a claim has been made, or an incident reported which may give rise to a claim.

To exercise your right to cancel your policy, please contact us or your insurance adviser.

You must return your Certificate of Motor Insurance immediately following cancellation.

If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium.

If you wish to cancel your policy outside of the 14 day cooling-off period, you will be entitled to a rebate of premium on the following scale:

Period of cover not exceeding:	Percentage of annual 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

### Use of language

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

## Section 1

### Liability to others

#### Liability cover

If arising out of the use of the insured motorhome it is involved in an accident, the insurer will indemnify the policyholder 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:

- any person permitted by the schedule to drive the insured motorhome
- at the policyholder's request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the insured motorhome
- the owner of the insured motorhome as though they were the policyholder
- following the death of anyone insured under this insurance, that person's legal representative for any liability incurred by that person

#### Liability costs and expenses

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

- **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.
- **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 or Summary Jurisdiction any proceedings in respect of any act causing or relating to the accident.
- **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 this section on payment to the insured of the expenses incurred to that date.
- **Emergency medical treatment costs:** emergency medical treatment as required by the Road Traffic Acts, provided that the person claiming indemnity under this section any person on whose behalf indemnity is claimed shall have complied with the terms and conditions contained in the policy.

#### Extensions to liability cover

##### Towing

The insurer will indemnify the insured following an accident caused by the towing of a trailer by the insured motorhome, subject to local legislation.

##### 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 motorhome and out of use but remaining on the insured's premises or while temporarily detached from the insured motorhome during the course of a journey, provided that full details of such trailer have been given to and accepted by the insurer.

### Liability limitations and exclusions

#### 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.

#### Fines, penalties

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

#### 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 motorhome except where such cover is required by the Road Traffic Act 1988.

## Section 2

### Loss or damage to the insured motorhome

#### Loss or damage covered

If the insured motorhome is lost, stolen or damaged by:

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

then the insurer will pay at their option:

- a) the reasonable cost of repairing any damage to the insured motorhome 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 motorhome whichever is the lower if the insured motorhome is damaged beyond economical repair; or
- c) the cost of replacing the insured motorhome, 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 motorhome 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.

#### Extended loss or damage coverage

The insurer will pay the following benefits:

##### Lock replacement

If the insured motorhome 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 GBP500 (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.

##### 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 motorhome.

##### 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 motorhome or whilst travelling in or getting onto or out of the insured motorhome, 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:
  - 1) to anyone under the age of 21 at the date of the accident;
  - 2) to anyone over the age of 70 at the date of the accident;
  - 3) for any intentional self-injury, suicide or attempted suicide;
  - 4) 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 GBP2,500 in any one period of insurance.

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

### Personal effects

At the request of the insured the insurer will pay up to GBP2,500 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 motorhome 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.

### New for old replacement vehicle

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

- a) if the insured motorhome is not within one year of first registration; and
- b) if the insured motorhome 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 motorhome is owned by and registered to the insured;
- e) if a replacement motorhome of the same make, model and specification is not available, then the most the insurer will pay is the market value of the insured motorhome at the time and date of the loss or damage.

### Camping equipment and awnings

Insured section B is extended to cover damage to camping equipment, awnings and generators whilst inside your insured motorhome or whilst attached to your insured motorhome up to a maximum of GBP2,500 for each claim due to an accident, fire, theft or attempted theft.

### Audio/visual equipment

Notwithstanding the exclusion relating to *sound reproducing equipment and communications equipment* in this section, section 2 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 motorhome;
- b) the extension shall be subject to the policy excess.

### Windscreen/windows

Notwithstanding the exclusion relating to *windscreens and windows* in this section, section 2 is extended to cover the cost of repairing or replacing broken glass in the windscreen and/or windows of the insured motorhome, and any scratching of surrounding bodywork resulting solely and directly from such breakage provided that:

- a) The insurer's 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 motorhome.

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### Alternative accommodation

Section 2 is extended to cover alternative accommodation costs of up to GBP100 per day, for a maximum of 14 days, if your insured motorhome has been stolen or damaged, the loss or damage is covered by this policy (receipts required) and the loss or damage occurs at least 25 miles from the insured's home address.

## Loss or damage limitations and exclusions

### Cumulative limit of indemnity

Section 2 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.

### Damage to tyres

Section 2 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 motorhome.

### Deception

Section 2 does not cover any loss suffered through the obtaining of property by the offence of fraud by false representation.

### Diminution in value

Section 2 does not cover any diminution in value of the insured motorhome following repair thereof.

### Fuel

Section 2 does not cover loss of petrol or diesel fuel by any means.

### Impounding of the insured motorhome

Section 2 does not cover loss of or damage to the insured motorhome 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 motorhome 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.

### Loss of use

Section 2 does not cover loss of use of the insured vehicle, or any other loss or damage other than expressly and specifically insured under Section 2.

### Mechanical or electrical breakdowns

Section 2 does not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.

### Obsolete spare parts clause

Section 2 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.

### Sound reproducing equipment and communications equipment

Section 2 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.

### Subsequent damage

Section 2 does not cover any additional damage resulting from the insured motorhome being removed by you after an accident or fire or theft.



### **Security / immobiliser / keys**

Section 2 does not cover loss of or damage to the insured motorhome arising from theft or attempted theft if:

- a) the insured motorhome 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 motorhome 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 motorhome is parked and unattended; and
- c) the keys or other device which unlocks the insured motorhome have been left in or on the insured motorhome or not removed to a safe and secure place.

### **Trailer**

Section 2 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.

### **Wear and tear**

Section 2 does not cover wear and tear or depreciation or that part of the cost of repair which improves the insured motorhome beyond its condition at the time of the loss or damage.

### **Windscreens and windows**

Section 2 does not cover damage to sunroofs, skylights or similar roof openings.

## Loss or damage - other terms and conditions

### 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.

### 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).

### Standard accessories or spare parts

For the purposes of this Section 2 any standard accessory, spare part or component or otherwise as agreed by the insurer which is fitted to the insured motorhome, or kept in a locked and secure private garage, shall be treated as a part of it.

### 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.

### Hire purchase agreement

If to the knowledge of the insurer, the insured motorhome is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the insured motorhome under this Section 2 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.

## Section 3

### Foreign use

#### Foreign use covered

This insurance by this policy throughout the period of insurance is extended whilst the insured motorhome 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 motorhome 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 motorhome as stated in the schedule is not exceeded.
- iv) the cumulative total of your visits abroad will not exceed 90 days in any one period of insurance.

#### Foreign use costs and expenses

Not applicable.

#### Extended foreign use coverage

##### 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 motorhome by sea provided that:

- a) such insured motorhome is insured against loss or damage by Section 2 of this policy and
- b) the contribution relates to the value of such insured motorhome as agreed and shown in the schedule.

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

### 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 motorhome unless it is being used for purposes described in the certificate of motor insurance and policy schedule.

## Limitations and exclusions - all insured sections

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

### Aircraft and aircraft sites

Any accident, injury, loss or liability, due to the presence of the insured motorhome in any premises or area to which any aircraft has access.

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

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

### 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.

### Carriage of hazardous goods

Any liability, injury, loss or damage while the insured motorhome is being driven or used for the carriage of hazardous goods except that:

- this exclusion shall not apply where the insured has obtained the insurer's prior written agreement for the transport of hazardous goods; and
- any such agreement will be conditional upon the insurer's liability not exceeding GBP1,000,000 (one million pounds).

### 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.

### Contractual liability

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

### Earthquake

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

### European jurisdiction

The 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 Section 3 of this policy.

### Intentional damage

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.

Any liability whatsoever arising out of the deliberate use of the insured motorhome:

- 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.

### Nuclear hazards

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

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

### Pollution

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.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

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.

### Racing, competitions and off road activity

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

### 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.

### **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 Section 3.

### **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.

### **Unlicensed use**

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

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

### **Unsafe load**

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

- the load in or on the insured motor caravan is being conveyed in an unsafe manner;
- 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.

### **Use**

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

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

### **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.

## Your duties in the event of a claim or an incident which may give rise to a claim

If you need to make a claim, or need to report an incident which may give rise to a claim under any section of this policy, call the 24 hour claim helpline **immediately** on:

**+44 (0)844 811 2028**

### Claim notification

The insured must notify the insurer as soon as reasonably possible of any incident which may result in a claim under this insurance.

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.

The insured must advise immediately of the time and place of any impending prosecution or inquest or fatal inquiry.

The police shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.

### Claim Procedure

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.

No admission of liability or offer or promise of payment shall be made without the insurer's written consent.

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.

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.

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.

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.

## General terms and conditions

### 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.

### Assignment

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

### 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.

### 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.

### 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.

### Dispute resolution

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.

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.

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.

### 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.

### 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.

### 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.

### **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.

### **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 driver's 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](http://www.miic.org.uk)

### **Non-disclosure**

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

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

### **Observance**

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.

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 the duties in the event of a claim or potential claim.

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
- 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.

### **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.



## General definitions and interpretation

The following words will have the same meaning attached each time they appear in this policy.

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.

### Accident

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

### 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.

### 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.

### Excess

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

### Hazardous goods

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

### 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.

### 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.

### Insured motorhome

Insured motorhome means a motorhome 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.

### Insurer

Insurer means, for all insured sections;  
Enterprise Insurance Company plc  
R22-R24 Ragged Wharf  
Queensway Quay  
Gibraltar  
Licensed and regulated by the Financial Services Commission, Gibraltar and authorised to provide insurance in the United Kingdom by the Financial Conduct Authority (Registration Number 402277)

### 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.

### 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.

### 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.

### Property

Property means any tangible property including animals.

### 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.

### 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.

### 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.

**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 reissued from time to time where each successor overrides the earlier document.

**Statement of fact**

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

**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.

**Trailer**

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

## Complaints

### What you should do if you need to make a complaint

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 please contact:

The Managing Director

PolicyPlan

Staveley House

Church Street

Connah's Quay CH5 4AS

Tel: +44 (0)845 017 9993 Fax: +44 (0)0845 017 9992

Web: [www.policyplan.co.uk](http://www.policyplan.co.uk)

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](mailto: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.

*PolicyPlan*



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