



# Touring Caravan

## Policy Wording



## Welcome to Binnacle

Thank you for arranging your insurance with us.

This policy wording describes your contract of insurance. Please read it carefully along with your Policy Schedule which shows the insured property, your level of cover and your excess details

You will find these documents in your welcome/renewal pack, or with confirmation following a change to your policy. Please check these documents as the information must be correct.

We have tried to make this document easy to read. However, we still had to use some words that have a special meaning these are listed and explained in the 'definitions' section

Your contract of insurance has been arranged for you by your Broker who are responsible for arranging and administering your insurance policy. Full details are set out in their 'Terms of Business' and covers their services, fees and charges.

The policy is insured by Accelerant Insurance Europe SA. The authorised insurers have agreed to cover you, subject to the terms and conditions contained in this document, against any liability, loss, or damage that arises during a period of insurance. The authorised insurers' details appear in the About Your Policy section.

To make things easier, you only need to contact your Broker to arrange everything for you with the authorised insurers on your behalf.

### Useful Contact Numbers

<b>Claim Notification</b>	01926 468 777; Option 3 <a href="mailto:claims@mhis.co.uk">claims@mhis.co.uk</a>	If you need to tell us about a potential claim you may need to make under the Policy
<b>Customer Services</b>	01926 468 777; Option 2 <a href="mailto:enquiries@mhis.co.uk">enquiries@mhis.co.uk</a>	If you need to speak to anyone regarding your policy and the cover provided.

Thanks again for choosing Binnacle.



Karen Stacey  
Managing Director

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## About your Policy

The documents provided are your contract of insurance with us and confirms the cover you have in place including any additional terms, conditions, exclusions and endorsements which may apply.

Insurance does not cover your property against everything that can happen, so please read the whole document carefully. The policy is arranged in the following sections:

- The cover you have requested and that we have provided
- What this policy covers and any exclusions
- Your duty under this policy and any requirements we have
- You keep this policy and supporting documentation in a safe place

It is important you understand the cover provided and if you have any questions or concerns you should contact us.

### Information you Provide

It is important to make sure the information you provide us is correct and accurate as this may affect the validity of the policy and your ability to make a claim. You must let us know if your circumstances change as this could affect your policy and the cover in place. In particular you are required to:

- Supply complete and accurate answers to all the questions we ask as part of your application.
- To make sure that all information supplied as part of your application for cover is correct to the best of your knowledge.
- To let us know of any changes to the answers you provided as part of your application as soon as possible.

If you fail to provide answers in line with the above requirements or if you do not notify us of a change in your circumstances, we may:

- refuse to pay any claim or the claim may not be paid in full; or
- cancel your policy; or
- revise the terms and cover of your policy.

### Changes to your Information

If any of the information detailed within your policy schedule changes, please let us know as soon as possible. Changes to your circumstances will not be insured unless we have agreed to provide cover, have issued a new insurance schedule and any change in premium is settled.

Changes you must advise us of include, but are not limited to:

- Changes to the replacement value of your structure and/or contents
- Any improvements made or newly added structures e.g. awnings
- The movement of your structure to another storage location
- The replacement value of your structure with a new model
- A change to your contact details such as postal or email address.

If you do not advise us of any changes to your circumstances, we will determine if your failure has been deliberate, reckless or careless and your policy may be affected in accordance with the 'information you provide' clause above.

When You advise 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 may be cancelled as per the conditions applying to our cancellation policy on page 6.

### **Renewing your insurance**

Your Broker will contact you by email or post at least 14 days before your renewal date to either provide you with a new quotation for a further year, or if we are unable to renew your insurance, the reasons why.

Your policy number will be replaced at each renewal and your new details will be provided on your schedule.

The details must be reviewed in full and if any changes are required, you must call your Broker.

### **How much to insure for**

When you take out or renew your policy you will be asked to confirm your "Sums Insured" amounts, this means:

- Your Structures Sum Insured is the total value of your touring caravan and associated equipment e.g gas bottles
- Your Contents Sum Insured is the total value of the contents you use in your Touring caravan

Whilst we cannot advise you how much to insure for, your distributor or dealer may be able to help by confirming how much your caravan would cost to replace.

Remember if you underinsure, claim payments may be reduced. You can review and amend your sums insured at any time, you don't have to wait until your renewal date.

### **About Us**

Your policy has been arranged by your Broker on behalf of Binnacle Insurance Services Limited, registered at 7 Pullman Court, Great Western Road, Gloucester GL1 3ND. Binnacle Insurance Services Limited is registered in England and Wales, company number 11429456 and authorised and regulated by the Financial Conduct Authority under register number 820727.

### **About your Insurer**

Your policy is underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place due Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastian Tower, Level 20, Place due Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Finance Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

## Policy Cancellation

### Your Right to Cancel

You can cancel your insurance policy at any time by contacting your Broker.

If you cancel your policy within 14 days of your start date or renewal date, providing no claim has been submitted, we will refund your full premium, less any administration fee paid.

You may cancel after 14 days, and providing no claim has been submitted, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover and any administration fee paid.

If you have received a claims payment, have a claim pending or an incident likely to give rise to a claim during the period of insurance, no refund of your premium or any administration fee will be given.

### Our Right to Cancel

We may at any time cancel this policy where there is a valid reason for doing so, sending at least 14 days' notice to you at your last known correspondence or email address. Valid reasons include but are not limited to:

- Non-payment of premium - If payment is not made when due, we will write to you requesting payment by a specific date. If we receive payment by the date set out in the letter, we will take no further action. If we do not receive payment by this date, we will cancel the insurance from the cancellation date shown on the letter.
- Your Credit Agreement is cancelled
- Where we reasonably suspect fraud
- Where you fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests
- Where you have not taken reasonable care to provide complete and accurate answers to the questions we ask. See the Information you provide clause.
- Where you harass or use abusive or threatening behaviour towards our staff or representatives of Binnacle or your Broker.

If we cancel the policy, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover and any administration fee paid.

However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, we are legally entitled to keep the premium.

## Making a Claim

We know it can be stressful when you are involved in an accident or incident, so here are some helpful hints and tips to consider:

- Take any immediate action you feel is necessary to protect yourself/your family, your property from further damage or loss, as long as it is safe to do so. This may include disconnecting from the gas, electricity or water supply.
- If anyone has been injured, call the emergency services straight away. It is really important to prioritise the safety of you and anyone else involved in the incident.
- If a crime has been committed, you will need to contact the Police and obtain a crime reference number.
- The park you are visiting may be best placed to offer you immediate assistance, especially if emergency repairs are required to make your property safe and secure\*
- Contact our claims team as soon as it is safe to do so. The sooner you get in touch, the quicker we can help you!

\*Please bear in mind this should be immediate assistance only, any work completed by the park or contractors supplied by your park that have not been approved by us, may not come with an insurer guarantee.

### How to notify us of a claim

You can contact your Broker in the first instance.

In writing: MHIS Claims Department, Crown House, Augusta Place, Leamington Spa CV32 5EL

By telephone: 01926 468 777; Option 3

By email: [claims@mhis.co.uk](mailto:claims@mhis.co.uk)

### How we deal with your claim

We may request certain information and we will advise you of any further action that needs to be taken and we may also need to arrange a visit and an inspection. If any structures need to be reinstated, you may need to provide plans or specifications for us to progress your claim.

When dealing with your claim we may:

- visit the property where the damage or loss has occurred and keep possession of the property and deal with any salvage. The property remains yours at all times and we will not take ownership of, or accept liability for, sell or dispose of your property unless agreed with you in writing
- undertake proceedings in your name and on your behalf to recover compensation or secure payment from any third party in respect of anything covered by the policy
- agree to pay your claim and then there will be no further liability, except for any costs and expenses incurred prior to the date the payment is made and for which we are responsible for under the policy

### If a claim is made against you

If you receive notice that you or your family are being held responsible for an accident or incident, even if you think you are at fault, do not take the blame. Our job is to investigate who is at fault for you.

Contact our claims team, supplying as much information as possible, including any legal documentation or correspondence you receive immediately. This includes a claim form, writ or summons, without answering it.

Failure to follow these steps could seriously prejudice your position and may result in us refusing to consider your claim.

## Comments and Complaints

At Binnacle, we are committed to providing the best possible service. However, we understand there may be times when we do not meet your expectations. We want you to let us know straight away if you are unhappy. We will always do our best to resolve any complaint fairly.

### How to make a complaint

We understand that making a complaint can be stressful in itself. That's why we want you to be able to complain in any way you choose.

In the first instance you should contact your Broker

In writing: MHIS Complaints Department, Crown House, Augusta Place, Leamington Spa  
CV32 5EL

By telephone: 01926 468 777; Option 2

By email: [complaints@mhis.co.uk](mailto:complaints@mhis.co.uk)

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

### How to escalate your complaint

If we have given you our final response and you remain unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service.

If you want the Financial Ombudsman Service to look into your complaint, you must refer it to them within six months of the date of our final response to you. Their details are as follows:

In writing: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

By telephone: 0800 0 234 567, or 0300 123 9 123

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further information.

For more information about how we handle complaints, please call our customer services Team.

## Important Information

### Your duties

The cover in this policy is valid providing:

- You or any other insured person have kept to all the terms and conditions of the policy
- The information confirmed on your current schedule and when registering a claim is true and complete

### Fraud and misrepresentation

You must always answer our questions honestly and provide true and accurate information. If you, any other insured person or anyone acting on your behalf:

- Provides us with false, exaggerated or misrepresented information
- Submits false, altered, forged or stolen documents

We will take one or more of the following actions:

- Amend your policy to show the correct information and apply any change in premium
- Cancel your policy, under certain circumstances this may be with immediate effect
- Declare your policy void
- Refuse to pay your claim or only pay part of your claim
- Only pay a proportion of your claim
- Keep the premium you have paid
- Recover any costs incurred from you or any other insured person

If we identify any fraud or misrepresentation, we will cancel or void any other Binnacle policies you are connected with.

### Governing law

Unless we have agreed otherwise with you, this insurance is governed by English Law and all communication shall be conducted in English.

### Rights of third parties

This contract is between you and the authorised insurers. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999.

### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Hints and Tips

It's a good idea to take precautions to reduce the likelihood of loss or damage to your Caravan. We've listed a few Handy Hints below as a useful guide (please note these Handy Hints do not form part of your Policy)

<b>Awnings</b>	<p>Caravan awnings are extremely susceptible to high winds and as such should be taken down if severe weather is forecast or if conditions become noticeably windy.</p> <p>If your caravan is to be left unattended for any sustained length of time then we would also recommend you take down your awning and store it inside your caravan.</p>
<b>Fire</b>	<p>It is a good idea to keep fire blanket, smoke alarms and fire extinguishers in your caravan.</p>
<b>Servicing</b>	<p>We suggest that you service the caravan (including the tyres and brakes) on an annual basis.</p>
<b>Drain Down</b>	<p>To protect your caravan it is important that the water system is fully drained down, during the winter period and whilst unoccupied to prevent frost damage.</p>
<b>Theft</b>	<p>Always close and lock exterior doors and windows when you leave your caravan, even if it's just for a short time.</p> <p>If you are keeping your caravan at home, consider fitting a post or gate, or chaining your caravan down.</p> <p>Fit an alarm or tracking system – we recommend that you speak to your dealer for further advice.</p>
<b>Tyres</b>	<p>You should keep your tyres inflated to the recommended manufacturer pressures, any under or over inflation may reduce stability and affect braking.</p>
<b>Storage</b>	<p>CaSSOA (Caravan and Storage Site Owners' Association) have a list of secure storage sites throughout the UK. Call 0115 934 9826 or visit <a href="http://www.cassoa.co.uk">www.cassoa.co.uk</a></p>
<b>Other</b>	<p>Loading your caravan correctly is one of the most important aspects of caravan safety to avoid snaking (where the caravan starts to sway from side to side) and/or an accident.</p> <p>When out of season and/or unoccupied, consider the damage that can be caused by small mammals/vermin.</p> <p>Ensure any person borrowing your caravan has the correct driving licence and vehicle insurance to enable them to tow a caravan.</p>

## Policy Definitions

Wherever the following words appear in this document they will have the following meanings:

### **Act of Terrorism**

An act, including the use of force or violence and/or the use of biological, chemical and/or nuclear force or contamination and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public, in fear.

### **Accidental Damage**

Sudden and unintentional physical damage that happens unexpectedly.

### **Awning**

A sheet of canvas or other material on a framework that can be attached to Your Caravan to provide shelter from the rain or sun.

### **Business Use**

The use of the Caravan or Contents as part of a business or trade. Including the use of the Caravan for storage of any trade or business stock

### **Caravan**

The structure of the caravan, trailer tent or folding caravan stated in the Schedule including any fixtures and fittings included in the manufacturer's original specification or permanent fixtures and fittings fitted after manufacture accepted by Us.

The Caravan does not include any Awning as defined in this policy.

### **Contents**

Household goods and personal property which belong to You and Your Family which are contained within the touring caravan, attached to the Caravan or designed to be worn or carried on or about the person.

Contents do not include permanent fixtures and fittings, any living creature, any stock or samples held for business or trade, Credit Cards, e-reader, games consoles, laptop computers, Money, mobile phones, pedal cycles, tablet computers, Valuables, windsurfers and canoes.

### **Continent of Europe**

Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faro Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy including Vatican, Latvia, Liechtenstein, Lithuania, Luxembourg, The Former Yugoslav Republic of Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal including Madeira, Republic of Ireland, Romania, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain including Balearics and Canaries, Sweden, Switzerland, Turkey, Ukraine. Any country which is a member of the European Union.

### **Damage / Damaged**

Loss or Damage including theft or attempted theft

### **Equipment**

Caravan or camping equipment You take with You whilst away in Your Caravan, including portable motor movers, gas bottles and any security devices fitted to Your Caravan.

### **Endorsement**

A variation in the terms (or change of details) of Your Policy that can extend or restrict cover.

**Excess**

The first part of any claim which You have to pay.

**Home**

The buildings, outbuildings and land within the boundaries of Your permanent residence, excluding communal parking areas and any public road or highway.

**In Use**

When You or Your Family are using or visiting Your Caravan for holiday purposes or when the caravan is attached to a towing vehicle. This includes, the 24 hour, period immediately prior to and returning from You or Your Family using or visiting Your Caravan for holiday purposes

**Insurer**

Accelerant Insurance Europe SA

**Market Value**

The amount You are likely to have received if your Structure or Contents were sold on the open market in their condition immediately before the damage occurred, up to the maximum amount shown on your Schedule.

**Money**

Cash, bank or currency notes, cheques, postal and Money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, travel tickets, premium bonds and gift tokens.

**New for Old**

The cost of replacing Your Structure/Contents/Personal Possessions with a brand new equivalent, confirmed on Your Schedule, in the event of a total loss claim.

**Money**

Cash, bank or currency notes, cheques, postal and Money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, travel tickets, premium bonds, and gift tokens.

**Not in Use**

When Your Caravan is in storage at the Storage location or when Your Caravan is not being used by You

**Policy**

The Policy is Your contract of insurance with the Insurer.

**Schedule**

The Schedule is evidence of Your contract of insurance with the Insurer. It shows details of You, the Policy number, the Insurer, the location of the Structures, the Period of Insurance, the basis of cover, the standard Excess, the Endorsements which apply and the premium. The Schedule is part of the Policy and We will issue a new Schedule when the Policy is altered.

**Security Device**

The devices, as detailed in Your Schedule, owned by You that are attached to, or activated with a mind to increasing the security of Your Caravan and are fitted and used in line with manufacturer specifications.

**Structure**

The touring caravan described in your Schedule. This includes standard fixtures, fittings and equipment (including free standing furniture) supplied by the manufacturer/builder when new,

## **Storm**

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)\* or;
- Torrential rainfall at a rate of at least 25mm per hour or;
- Snow to a depth of at least one foot (30 cm) in 24 hours or;
- Hail of such intensity that it causes damage to hard surfaces or breaks glass

\*Equivalent to Storm Force 10 on the Beaufort Scale.

## **Storage Location**

Your home or an address that You have given Us, and We have accepted.

## **Sum Insured**

New for Old - the amount you advise us, that it will cost to replace your structure and contents in the event of a total loss

Market Value – the amount you advise us, that your structure and contents would cost if sold on the open market if you are insured on a Market Value basis.

## **Towing**

Whilst Your Caravan is attached to a mechanically propelled vehicle, owned or used by the Policyholder.

## **Unattended**

When the caravan is In Use, and You have temporarily moved away from the Caravan.

## **Underinsurance**

The amount by which your Sum Insured is less than the replacement value of your Structure and that any claim payment made may be reduced.

## **United Kingdom**

England, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands.

## **Valuables**

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

## **We, Our, Us**

Your Broker and Binnacle acting on behalf of Accelerant Insurance Europe SA

## **Wear and Tear**

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include failure of double-glazing units, fencing, carpets and flooring and clothing.

## **You, Your, the Insured**

The owners of Structures and/or Contents specified by the person taking out the Policy during the period of insurance for their respective rights and interests

## **Your Broker**

The intermediary, authorised and regulated by the Financial Conduct Authority, who arranged your insurance for you.

## Section 1 – Damage to Structure and Contents

### Section Cover

What is covered	What is not covered
<p>The Insurer will pay for direct physical loss of or damage to Your Caravan, Awning, Contents and Equipment occurring during the period of insurance caused by the following if stated as covered in the Schedule:</p>	<p>The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy</p> <p>Any loss occurring from the permanent occupation of the Structure or use as a permanent residence</p> <p>Loss or damage from Wear and Tear or anything that happens gradually</p> <p>Any loss or damage occurring outside the geographical location shown on your Schedule</p>
<p>1. Fire, smoke, lightning, explosion or earthquake</p>	<p>Any fire damage intentionally caused by You or anyone lawfully in the Caravan</p>
<p>2. Malicious acts and vandalism</p>	<p>Any loss or damage intentionally caused by You or anyone lawfully in the Caravan</p>
<p>3. Storm, including weight of snow or flood</p>	<p>Any Storm or Flood damage caused to Contents left in the open</p> <ul style="list-style-type: none"> <li>• Any Storm or Flood damage to the Awning while the Caravan is not In Use.</li> </ul>
<p>4. Theft or attempted theft</p>	<p>Theft of Contents whilst outside the Caravan and Awning.</p> <p>Theft of or loss or damage to Money, Valuables, firearms, wines, spirits and tobacco goods.</p> <p>Theft of or loss or damage to the Caravan, Contents, Equipment and/or Awnings while the Caravan is In Use, and Unattended unless a Wheel Clamp, or Hitch Lock or Chassis Secure Wheel Lock and all Security Devices detailed in your Schedule are activated and fully operative at the time of the incident, or alternatively, with the wheels removed unless the wheels have been stored away from the Caravan and all Security Devices detailed in Your Schedule are activated and fully operative at the time of the incident.</p> <p>Damage to Caravan, Contents and Equipment by theft or attempted theft while the Caravan is left unattended without the doors and windows being closed and locked.</p> <p>Theft of electronic or electrical equipment whilst left in the Caravan whilst not In Use.</p> <p>Theft of or loss or damage to the Caravan, Contents, Equipment and/or Awnings while the Caravan is not In Use unless:</p> <ul style="list-style-type: none"> <li>• it is kept at Your Home or at a Storage Address You have told Us about; and</li> </ul>

	<p>all Security Devices detailed on Your Schedule are activated and operative at the time of the incident.</p>
<p>5. Accidental damage during Towing</p>	<p>Damage to tyres by punctures, cuts, bursts or braking.</p> <p>Accidental Damage during Towing unless:</p> <ul style="list-style-type: none"> <li>• the Caravan is attached to a towing vehicle at the time of the loss or; the Caravan had not been deliberately uncoupled from the towing vehicle; and</li> <li>• the vehicle used for Towing the Caravan is suitable for such use.</li> </ul> <p>the driver of the towing vehicle holds the appropriate licence for the vehicle and towing requirements set out by the DVLA.</p>

## Section Extensions

What is covered	What is not covered
<p>The following additional covers apply subject to you being insured for Section 1 – Structure and Contents.</p>	<p>The excess shown in your Schedule</p>
<p><b>1. Emergency Removal</b>            If Your Caravan cannot be moved as a result of loss or damage while In Use, We will reimburse You the costs You reasonably have to pay to:</p> <ol style="list-style-type: none"> <li>a) recover the Caravan from the scene of a road traffic accident;</li> <li>b) remove the Caravan from the premises of a recovery company to the nearest approved repairer;</li> <li>c) re-deliver the Caravan to You at Your Home or storage address as shown in Your Schedule.</li> </ol>	<p>Emergency removal where the caravan is unable to be moved due to an inability to conform to the DVLA licensing regulations.</p>
<p><b>2. Loss of Use</b>            If You cannot stay in Your Caravan as a result of loss or damage covered under Sub Section A of Part A, and You decide to continue with Your holiday, We may pay up to £2,000 in respect of the extra costs You reasonably have to pay for including:</p> <ol style="list-style-type: none"> <li>a) hotel accommodation costs for up to 14 days; or</li> <li>b) hire costs for a replacement caravan for up to 14 days.</li> </ol>	<p>Food, drink or other sustenance costs</p>
<p><b>3. Contents in Awning</b>            When the Caravan is In Use, Contents, will be covered whilst kept in the Awning. The maximum amount We will pay is 10% of the sum insured or £500 whichever is less, as long as the sum insured is enough to cover the Contents.</p>	<p>Any Contents kept in an Awning when the Caravan is Not In Use</p>
<p><b>4. Accidental Damage</b>            Accidental Damage to Your Awning, Caravan, Contents and Equipment</p>	<p>Accidental Damage to Valuables.            Damage to the Awning, Caravan, Contents and Equipment while the Caravan is not In Use unless it is kept at Your Home or at a Storage Address You have told Us about</p>
<p><b>5. Replacement Locks and Keys</b>            The Insurer will pay You up to £500 for replacing locks, including keys, of the same quality to:</p> <ul style="list-style-type: none"> <li>• Any external doors and windows; and</li> <li>• Alarms installed in Your Structures</li> </ul> <p>If Your keys are</p> <ul style="list-style-type: none"> <li>• Stolen or Accidentally lost</li> </ul>	

## Section 1 - Conditions

### Settling Claims

Your Schedule will detail the basis of claims settlement for Your Caravan, Awning and Equipment that You chose when You purchased or renewed this Policy. Any claims payment will be subject to deductions for the Excess listed on your schedule.

#### New for Old

We will either pay the cost of repairing the Caravan, Awning and/or Equipment or if the Caravan, Awning and Equipment is damaged beyond economical repair and You have opted for New for Old cover, We, will pay the cost of replacing it with the nearest equivalent make and model (subject to availability) and subject to the limit of the sums insured shown in the Schedule. Your Sums Insured must cover the cost of a new caravan of the same or similar make and model and You must be able to provide the original purchase receipt.

#### Market Value

We will either pay the cost of repairing the Caravan, Awning and/or Equipment or if the Caravan, Awning and Equipment are damaged beyond economical repair and You have opted for Market Value cover. We will pay the value of it, taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.

#### Contents

We will at Our option:

- replace the item(s) as new, less an amount for wear, tear and depreciation; or
- pay the cost of repair for items which can be economically repaired, or
- pay the cost of replacement as new, less an amount for wear, tear and depreciation.

The Sums Insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation.

In respect of any one claim We will not pay more than:

- the Sums Insured as stated on Your Schedule.
- £500 any one item for Contents

The Sums Insured will not be reduced by the amount of any claim.

#### Underinsurance

If the Sums Insured is less than the full replacement cost, We, will only pay the same proportion of the loss or damage as the Sums Insured bears to the full replacement cost. For example, if the Sums Insured represents only one half of the full replacement cost We will only pay for one half of the amount lost or damaged.

#### Total Loss

In the event of a Total Loss your policy will be cancelled, and you will be required to take out a new policy for your replacement structure. You will be required to pay any outstanding premium owed to us.

#### Matching Sets

We will pay You for damaged items that form part of a matching set or suite, but cover will not extend to include the other undamaged items of the set or suite. For example, if You damage one chair from a set the damaged chair will be repaired or replaced but not the undamaged chairs that form part of the whole set.

If the damaged items cannot be matched or replaced, We, will pay up to 50% towards the replacement of the undamaged items.

## Section 2 – Your Liability to Others

### Section Cover

Subject to You being insured under Section 1 of this Policy the following cover is provided

What is covered	What is not covered
<p>The amounts that You are legally liable 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, Awning, Equipment or the Contents that happens within the Geographical Limits as shown on the Schedule.</p>	<p>The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy</p> <p>Any loss occurring from the permanent occupation of the Structure or use as a permanent residence</p> <p>Any loss or damage occurring outside the geographical location shown on your Schedule</p>
<p>We will pay for</p> <ol style="list-style-type: none"> <li>a) damages or compensation to any person for the injury or damage caused</li> <li>b) their legal costs to claim compensation from You</li> <li>c) Your costs for defending the claim;</li> </ol>	<p>Liability arising directly or indirectly while You are Towing the Caravan.</p> <p>Liability arising from the Caravan being used for any trade or business purpose.</p>
<p>If You or Your Family are legally liable for causing death, bodily injury or illness to any person, or damage to their property happening during the Period of Insurance and arising from an accident involving the Caravan</p>	<p>Liability for any person other than You or Your Family, unless the person seeking the benefit of the cover:</p> <ol style="list-style-type: none"> <li>a) observes the terms and conditions of this Policy and</li> <li>b) is not entitled to cover under any other Policy.</li> </ol> <p>Liability for death, bodily injury or illness to:</p> <ol style="list-style-type: none"> <li>a) You or Your Family; or</li> <li>b) Any employee of You, Your Family, or any person to whom the Caravan is lent.</li> </ol> <p>Liability arising from loss of or Damage to any property You, Your Family or Your domestic employees own or that You are responsible for.</p>
<p>In addition, We will pay:</p> <ol style="list-style-type: none"> <li>a) Costs in relation to any event that may be covered by this Section, the Solicitor's fees incurred: <ol style="list-style-type: none"> <li>i. at any coroner's inquest</li> <li>ii. at any fatal injury</li> <li>iii. for defending in any Court of Summary Jurisdiction provided Our written consent has been obtained.</li> </ol> </li> </ol>	

## Section 2 - Conditions

### Settling Claims

No admission, offer, promise, payment or indemnity shall be made or given by You or on Your behalf without the Insurer's written consent. The Insurer may if they so wish take over and conduct in Your name the defence or settlement of any claim, or prosecute in Your name for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings, or in the settlement of any claim and You shall give all such information and assistance as the Insurer may require

## Policy Conditions

### Application of Average

If at the time of loss or damage, the sum insured stated on your schedule is less than the current cost of repairing or replacing then you are considered to be underinsured and will bear a proportionate amount of the loss. We will not apply this condition if the cost of repair or replacement is less than the sum insured stated on your schedule. Any excesses are applied after this condition of average.

### Waiver of Average

In the event of loss or damage to the structure, where you are insured on a New for Old basis, We agree to waive the Application of Average Condition under Section 1 of Your Policy if You can provide documentary evidence of a replacement value at your last policy inception (not more than 12 months prior to the date of the Damage) by a licenced dealer or valuer. Unless notified to Us and agreed otherwise this waiver will not be valid in the event of any subsequent structural alterations or additions unless and until a subsequent revaluation has been completed and the Sum Insured has been amended accordingly.

### Precautions and care

You must take precautions and care to prevent accidents, safeguard Your property against damage and maintain it in a sound condition.

You must act at all times as if You are uninsured and attempt to keep all costs/expenses in respect of any claim to a minimum.

You must comply with all statutory obligations and regulations including any set out by the local authority, government or other authorised body.

### Contribution

If at the time of any loss, damage or liability covered under this Policy, You have any other insurance which covers the same loss, damage or liability, the Insurer will only pay a rateable share of the claim.

### Fraudulent claims

If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Insurer:

- a) will not be liable to pay the claim; and
- b) may recover from You any sums paid by the Insurer to You in respect of the claim; and
- c) may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.
- d) If the Insurer exercise their right under (c) above:
  - i. the Insurer shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - ii. the Insurer need not return any of the premium paid.

### Application of Excess

For the purpose of the application of any Excess arising in the event of any claim each Structure shall be considered as a separate risk whether or not they are in common ownership.

### Law

This Policy will be interpreted in accordance with the law of England and Wales.

## Policy Exclusions

You are not covered for destruction of or damage to any property or any legal liability directly or indirectly caused by or contributed to, or arising from:

### **Asbestos**

The removal or, disposal of asbestos or materials containing asbestos.

### **Confiscation**

Confiscation or nationalisation or requisition by or under the order of any government or public or local authority.

### **Defective construction or design**

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

### **Electronic Data**

The Insurer will not pay for:

1. Loss or destruction of or Damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by, or arising from:
3. computer viruses, erasure, or corruption of electronic data
4. the failure of any equipment to correctly recognise the date or change of date.

### **Existing and deliberate damage**

An event before this insurance starts or occurring before this insurance starts; or caused Deliberately by You or any member of Your Family.

### **Loss of value**

Any reduction in value of the property insured following repair or replacement paid for under this insurance.

### **Pollution**

Pollution or contamination of the air, water or soil.

### **Residential Use**

Any Structure that is permanently occupied or used as a permanent residence by You or anyone named in this policy

### **Radioactive contamination**

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.

### **Seams and Seals**

There is no cover under this policy for Loss or Damage to the Structures as a result of the failure of seams or seals from anything that happens gradually.

### **Sonic bangs**

Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

### **Terrorism**

An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This Policy also excludes loss, damage, cost or expense of

whatsoever nature directly or indirectly caused by, resulting from or in connection with any sanction taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

### **Undamaged Items**

The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

### **Virus, Disease and Pandemic Exclusion**

We will not pay claims for Damage or Injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to

- a) Coronaviruses
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) any mutation of or variation of a), b) or c) above;
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- f) any fear or anticipation of a), b), c), d) or e) above

### **War risks**

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

### **Wear and Tear**

Any Damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear. However, subsequent Damage caused after any of the above is covered.

## Privacy and Security Statement

Please view our full Privacy Statement at [www.binnacle.co.uk/privacy-policy/](http://www.binnacle.co.uk/privacy-policy/) which will help you understand how we collect, use and protect your personal data.

### Confidentiality and disclosure of your data

We will endeavour to treat your personal data as private and confidential. From time to time we use third parties when administering your policy. The same duty of confidentiality and security will apply to them and all processing will be carried out under our instruction.

We would like to bring your attention our obligations to disclose data in the following four exceptional cases permitted by law, and other situations set out below. These are:

- Where we are legally compelled to do so
- Where there is a duty to the public to disclose
- Where disclosure is required to protect our interest
- Where disclosure is made at your request or with your consent

In the unfortunate event that you have to make a claim then we will need to disclose data with any other party involved in that claim. This may include:

- third parties involved with the claim, their insurer, loss adjuster, solicitor or representative
- medical teams, the police or other investigators

If you make a complaint about the service we have provided, we may be obliged to forward details about your complaint, including your personal data, to the relevant ombudsman. You can be assured that they are similarly obliged to adhere to the Data Protection Act (DPA) Act 2018 and keep your personal data strictly confidential.

### How we will use your data

The data provided by you will be used:

- to calculate your insurance quote
- to administer the policy
- for anti-fraud purposes

We will make sure your personal data is:

- processed lawfully, fairly and in a transparent manner
- collected for specified and legitimate purposes for which it is processed
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed
- accurate and where necessary kept up to date
- kept no longer than is necessary for the purposes for which it is collected
- processed in a manner that ensures appropriate security, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage

### Identification checks

Please note that we make a number of checks to assess your application for credit and verifying identities to prevent and detect crime and money laundering, as well as data sharing at any time for the purposes of fraud prevention.

When you take out a new policy, at renewal and in certain circumstances where an amendment is requested, we make a number of checks to assess your application for credit and verifying identities to prevent and detect crime and money laundering.

To obtain this information, we will check records about you and anyone else who may also be insured and whose personal details have been provided as part of the insurance application.

If you give us false or inaccurate information and we suspect or identify fraud, we will record it and may also pass this information to Fraud Prevention Agencies and other organisations involved in the prevention of crime and fraud.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the DPA.

### **Claims history**

If necessary, we may also have to investigate claims and conviction history for you and anyone else who may be insured while underwriting your policy or administering your claim. You can be assured that we will keep such investigations strictly confidential.

### **Fraud prevention and detection**

In order to prevent and detect fraud insurers may, at any time share information about you with our other group companies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when

- checking details on applications for credit or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of turnover and employees

### **How to find out more**

This is a condensed guide to the use of your personal information. If you would like to read the full details of how your data may be used, please view our full Privacy Statement at [www.binnacle.co.uk/privacy-policy/](http://www.binnacle.co.uk/privacy-policy/)

Mobile Homes Insurance Services

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Augusta Place  
Leamington Spa  
CV32 5EL

01926 468 777

[enquiries@mhis.co.uk](mailto:enquiries@mhis.co.uk)

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