



Towergate Bakers is a trading name of Towergate Underwriting Group Limited
The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1PZ

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VANGUARD – Static Holiday Caravan Insurance Policy





Do not wait until **you** have to make a claim to make sure you understand **your** policy – please read it now and keep it in a safe place.

In particular, make sure that:

- all the details shown in the **schedule** are correct, if any change is necessary, let Towergate Bakers, The Quadrangle, Imperial Square, Cheltenham, GL50 1PZ, know immediately. Please telephone 01242 528844.
- you understand the notes ‘How to make a claim’ on page 11 of the policy booklet.

If, having read this policy, **you** feel it does not meet **your** requirements, please return it to Towergate Bakers.

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Important Notice

Keeping us informed

This policy has been issued to **you** on the basis of what **you** have told us about **you, your family, your holiday caravan and its location**.

Please therefore, let Towergate Bakers know immediately of changes in material facts that affect what **you** have told us:

For example, if **you** move or change your **holiday caravan** or if anything happens to change the use, the nature, or the amount of the property insured, if **you** or any member of **your family** are convicted of any offence other than driving offences. Failure to do so could affect the validity of your policy.

Our commitment to service – if you have a complaint

Complaints

If at any time you have a complaint about the services that we provide for you, then you should contact:

Towergate Bakers,
3rd Floor, The Quadrangle,
Imperial Square, Cheltenham, Glos, GL50 1PZ.
Telephone: 01242 528844
Facsimile: 01242 253990

We take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle your complaint, tell you what you need to do, and how your complaint is progressing.

Full details of our complaints procedure are available on request. We will record and analyse your comments to make sure we continually improve the service we offer.

If you are still not happy with the outcome of your complaint you should refer your complaint to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
Axa Insurance
Civic Drive
Ipswich
IP1 2AN
Telephone: 01473 205926
Facsimile: 01473 205101
Email: customercare@axa-insurance.co.uk

If you are still not happy with the outcome of your complaint you may be eligible to refer your complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone: Helpline 0845 080 1800
Telephone Switchboard: 0207 964 1000
Website: www.financial-ombudsman.org.uk

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint.

Compensation

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

Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim.

Vanguard Static Holiday Caravan Insurance

Your policy is made up of two parts: **your schedule** and this policy wording. The policy and **schedule** is evidence of the contract between **you** and **us**.

The policy, the **schedule**, and any **endorsements** are to be read as one document, and any word or expression used with a specific meaning in any of them has the same meaning whenever it appears.

We will provide the insurance during any **insurance period** for which **you** have paid, or agreed to pay, and **we** have accepted, or agreed to accept, the premium.

There are conditions in the policy which must be complied with because they are conditions precedent to the right to claim from **us**. These appear in the policy, the **schedule**, and any **endorsements** and they must be complied with otherwise **we** cannot pay any benefit.

We have defined words which have special meanings on page 5/. They are printed in bold type whenever they appear in the policy.

Your Cancellation Rights

You have the right to cancel your policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **you** receive **your** policy documentation.

If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a refund of the premium paid.

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, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise **your** right to cancel your policy, please contact Towergate Bakers, The Quadrangle, Imperial Square, Cheltenham, GL50 1PZ.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy and **you** will be required to pay the premium as stated.

Definitions

Associated costs

The cost of site clearance, removing debris, dismantling, collection, delivery and re-siting

Company/we/us

A consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule'

Contents

Household linen, clothing and personal belongings which belong to or are the legal responsibility of **you** or **your family**, while they are in your **holiday caravan**

Contents in the open

Contents outside your **holiday caravan** within your plot boundary

Endorsement

A change **we** or our agent make in writing to the policy

Fees

Fees which have to be paid to repair or replace the **holiday caravan**. Fees do not include costs which you have to pay to make a claim under this policy

Geographical limits

United Kingdom

Holiday caravan

The **holiday caravan** together with outbuildings used for domestic purposes including all fixtures, fittings, furniture, furnishings, electrical equipment, utensils and gas bottles kept in it, and also gas bottles attached to the holiday caravan

Household linen

Towels, bed and table linen

Insurance period

The period starting and ending on the dates shown on **your schedule**. It also includes any further period which **you** pay for and for which **we** accept or agree to accept **your** premium

Market value

The value of the **holiday caravan** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss, together with the cost of site clearance, debris removal and dismantling

Money

Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, travellers' cheques, postal and money orders, premium bonds, luncheon vouchers, telephone cards, season travel tickets and gift tokens



Insurance of the Holiday Caravan and Contents – What is covered

New for Old

The cost of replacing the **holiday caravan** with its brand new equivalent in the event of a total loss taking into account fees and associated costs as applicable

Schedule

The document which describes **you**, the **sum insured** and any details of **your** policy that are specific to **you**

Sum insured

The amount insured as shown in **your schedule**

Unoccupied

When the **holiday caravan** has not been lived in for more than 30 days in a row

You/Your

The person(s) named as policyholder on **your schedule**

Your family

You, your husband, wife, partner, children (including adopted and foster children), parents and relatives, who all normally live with **you**.

The **holiday caravan** shown in the **schedule** which belongs to or is the legal responsibility of **you** or **your family** while sited on a licensed **holiday caravan** site within the **geographical limits** together with the **contents** are insured against loss or damage by the following:

Exclusions

In respect of the **contents** only:

- Any amount exceeding £250 in respect of any one article unless specified in the **schedule**
- **Money**, jewellery, gold, silver and articles of precious metal, watches, cameras, furs, pictures, works of art, curios and stamp, coin and other collections
- Pedal cycles, sports equipment, fishing equipment, boating equipment and surfboards
- Pets and livestock
- Securities and documents of any kind
- Property otherwise more specifically insured

What is covered

1. Fire, lightning, explosion, earthquake
2. Storm or Flood
3. Freezing of fixed water or heating systems. Water escaping from fixed water or heating systems, washing machines or dishwashers. Oil escaping from a fixed heating system
4. Riot, civil commotion, strike, labour or political disturbance

What is not covered

2. Loss or damage by frost. Damage to fences or gates.
Loss or damage caused by water entering the **holiday caravan** through seams or seals
3. Loss or damage caused by or resulting from the escape of water following the freezing of fixed water or heating systems occurring between 1st November (or the closing date of the site if earlier) and 31st March unless the **holiday caravan** is occupied



Holiday Caravan and Contents – continued

What is covered – continued

5. Malicious persons or vandals

6. Theft or attempted theft

7. Subsidence of the land on which the **holiday caravan** stands happening during the insurance period

8. Falling trees or branches

9. Falling television or radio aerials, aerial fittings or masts

10. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals

We also provide cover for the following:

11. If the **holiday caravan** is made uninhabitable by any cause insured by paragraphs 1-10 **we** will pay the:
- rental charges **you** would have received but have lost
 - reasonable additional costs of similar accommodation incurred in order to have or complete **your** holiday during the period necessary to restore the **holiday caravan** to habitable condition

What is not covered – continued

5. Damage caused by **you** or **your family** or occupant or user or by any hirer except where an additional premium has been paid to cover malicious damage caused by hirers. Damage to televisions, personal computers, audio and video equipment occurring between the closing and opening dates of the site or while the **holiday caravan** is **unoccupied**

6. Loss or damage not involving forcible and violent entry into or exit from the **holiday caravan** whilst let for hire or reward unless the **holiday caravan** itself is stolen. Loss or damage caused by **you** or **your family** or by any hirer, occupant or user. Loss of or damage to televisions, personal computers, audio and video equipment occurring between the closing and opening dates of the site or while the **holiday caravan** is **unoccupied**

10. Loss or damage caused by domestic pets

11. Any amount which exceeds 20% of the total sum insured in any **insurance period** or which exceeds:
- 1% of the total sum insured per week for claims occurring between October 1st and April 30th
 - 2% of the total sum insured per week for claims occurring during May, June and September

What is covered – continued

12. Loss or damage to freezer food caused by a rise or fall in temperature. By freezer food we mean food contained in a domestic deep freeze cabinet

13. The cost of replacing locks following:

- a) Accidental loss or theft of the keys to the external doors of the **holiday caravan**
- b) Accidental damage to the locks of the external doors of the **holiday caravan**

14. Loss or damage by any cause insured by paragraphs 1-10 of this section to **contents in the open**

15. Accidental damage caused to the underground water, gas, sewer and drainpipes and underground electricity and telephone cables within your plot boundary connected to the public mains for which you are responsible

What is not covered – continued

3% of the total sum insured per week for claims occurring during July and August.

Rental charges for bookings for which reasonable evidence is not available or which had not been made prior to the loss or damage

The additional costs of alternative accommodation for holidays not booked prior to the loss or damage and where reasonable evidence of the bookings is not available

12. Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to the **holiday caravan**.

The most **we** will pay for any one claim is £100

13. Loss or damage caused by any process of repair or restoration

The cost of repairing mechanical breakdown

14. The most **we** will pay for any one claim is £200



Holiday Caravan and Contents – continued

What is covered – continued

- Accidental breakage of glass in doors, windows, fanlights or skylights or of washbasins, splashbacks, pedestals, baths, sinks, bidets, lavatory cisterns, lavatory pans, shower trays and shower screens all fixed to and forming part of the **holiday caravan** and accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture and ceramic hobs in the **holiday caravan** and accidental damage to televisions, videos, audio and computer equipment and accidental damage to caravan panels

The insured is indemnified against liability at law

- For damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any **insurance period** in connection with the **holiday caravan** whilst sited on any licensed **holiday caravan** site within the **geographical limits**

The limit of indemnity for all damages and claimants' cost resulting from one original cause is £2,000,000

We will also pay defence costs and other expenses incurred with our written consent

Paragraph 17 includes indemnity after **your** death to legal personal representatives in respect of liability incurred by **you** and covered by the policy provided that the legal personal representatives observe the terms as far as they can apply

What is not covered – continued

- Loss or damage to camcorders. Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually

- Damage to property belonging to or held in trust by or in the custody or control of **you** or **your family**

Injury or damage arising out of the profession or business of **you** or **your family**

Injury or damage arising out of the ownership, possession or use by or on behalf of **you** or **your family** of any mechanically propelled vehicle

Liability incurred solely in a personal capacity (not as occupier or owner of the **holiday caravan**)

Liability assumed by agreement unless the liability would have existed without the agreement

Injury to an employee of **you** or **your family** arising out of and in the course of such employment

Injury (including death, disease or illness) to **you** or **your family**

How to make a claim

Follow the steps below.

- Check **your schedule** and policy wording to see if **you** are covered for the loss or damage. Read carefully any conditions that may apply and the section in the policy headed 'Exclusions'.
- Read the 'Claims conditions' and follow any instructions given.
- Tell Towergate Bakers as soon as possible by using the Claim Form provided, or telephone 01242 528844, a 24 hour answering and emergency service operates.
- Please do not dispose of any damaged items before **we** have chance to inspect them.

If **you** are a victim of theft or vandalism, tell the police within 24 hours of discovery of the loss or damage by **your family**, ask them for an incident number and then tell **us** what it is.

What we will do:

Depending on the type of claim and the value involved:

- We** may be able to settle the claim from the information **you** have given on **your** claim form.
- You** may be able to start repairs straight away but **you** will need to get estimates for repairs first.
- We** may need to contact **you** for more information.
- We** may need to send a loss adjuster to find out more about **your** claim. A loss adjuster specialises in dealing with insurance claims. He or she will report to us. **We** will pay any fee involved.



Claims settlement

New for Old

If **your schedule** shows that **you** have selected claims settlement on a **New for Old** basis the following applies to **your** policy:

If the **holiday caravan** is lost or damaged beyond economical repair, **we** will settle on a **New for Old** basis.

- alternatively, should a cash settlement be required **we** will arrange a cash settlement based on the current **market value** at the time of the loss

If the **holiday caravan** is damaged and it can be repaired economically, **we** will pay the cost of work carried out to repair or replace the damaged parts of the **holiday caravan**

- If **we** know the **holiday caravan** is under a hire purchase agreement, **we** will pay the hire purchase company

If the **holiday caravan** has not been maintained in good repair **we** will pay the cost of repair or replacement less a deduction for wear and tear

For furniture, furnishings, utensils, television and audio equipment and personal belongings, **we** will pay the replacement cost of a new item, or **we** will replace it with a new item if **we** choose. This does not include:

- **household linen** and clothing, where an amount will be deducted for wear and tear; or
- items that can be economically repaired (including **household linen** and clothing) where **we** will pay the cost of repair

The maximum amount payable in respect of any one claim under paragraphs 1-10 is the **sum insured** shown in the **schedule** as adjusted by inflation protection.

Associated costs as applicable will be deducted from the **sum insured**.

Market Value

If **your schedule** shows that **you** have selected a claims settlement on a **market value** basis the following applies to **your** policy:

If the **holiday caravan** is damaged and it can be repaired economically, **we** will pay the cost of work carried out to repair or replace the damaged parts of the **holiday caravan**

If the **holiday caravan** has not been maintained in good repair **we** will pay the cost of repair or replacement less a deduction for wear and tear

If the **holiday caravan** is lost or damaged beyond economical repair **we** will pay the **market value**

For furniture, furnishings, utensils, television and audio equipment, personal belongings and **household linen**, **we** will do the following:

- **we** will pay the replacement cost of a new item less an amount deducted for age, wear and tear
- or replace it with a new item, less an amount deducted for age, wear and tear if **we** choose
- where items can be economically repaired (including **household linen**) **we** will pay the cost of repair

The maximum amount payable in respect of any one claim under paragraphs 1-10 is the **sum insured** shown in the **schedule**.

Associated costs as applicable will be deducted from the **sum insured**

Whilst every effort will be made by repairers to complete their work to **your** satisfaction please remember that some matters are outside of their control

For example, where panels need to be replaced the exact matching of colour may be impossible due to the age of the **holiday caravan** and/or fading of the original colours on panels which are still intact

Where the manufacturer is no longer trading, the availability of parts and designs cannot be guaranteed

Automatic reinstatement of the **sum insured**

The **sum insured** will not be reduced following a claim provided you carry out any recommendations **we** make to prevent further damage and the damage is made good without delay

Index Linking

Inflation Protection only applies when the cover is **New for Old**

We will adjust the **sum insured** monthly in line with the Retail Prices Index prepared by the Department of Employment, or an alternative index. Your annual premium will be based on the adjusted **sum insured**.



Conditions which apply in the event of a claim

These are the conditions **you** will need to keep to as **your** part of the contract.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us**, the better. In some cases, there are other people you should contact first.

What to do

If someone is holding any of **your family** responsible for an injury or any damage, nobody in **your family** must admit they were responsible. Tell **us** immediately and give **us** full details in writing as soon as **you** can. If any of **your family** receive any writ, summons or other legal document, send it to **us** straight away without answering it.

If **you** are a victim of theft or vandalism, tell the police within 24 hours of discovery and ask for an incident number. Then tell **us** as soon as **you** can.

If **your** property is damaged during a riot, **you** must tell the police within 24 hours and tell **us** as soon as **you** can.

For any other claims tell **us** as soon as **you** can.

Rights and responsibilities

We may need to get into **your holiday caravan** that has been damaged to salvage anything **we** can and to make sure no more damage occurs. **You** must help **us** to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

You must not settle, reject or negotiate any claim without **our** written permission.

We have the right, at **our** expense and in your name to:

- take over the defence or settlement of any claim;
- start legal action in **your** name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must give **us**, and pay for, all the information **we** ask for about any claim. **You** must also help **us** to take legal action against anyone if **we** ask **you** to.

Other insurance

If **you** claim under this policy for something which is also covered by another policy, **we** will only pay our insurance share of the claim. **You** must give **us** full details of the other insurance policy.

Exclusions which apply to the whole policy

1. Radioactive contamination

Any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it

2. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event: war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

3. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to:

- a) the use or threat of force and/or violence

and/or

- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

4. Any action taken in controlling, preventing, suppressing or in any way relating to 2 or 3 above

5. Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound

6. Rot

Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other risk included in this insurance

7. Matching of items

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



Exclusions which apply to the whole policy – continued

8. Existing and deliberate damage

We will not pay for any loss or damage which happens before cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by **you** or **your family**

9. Vermin

Loss or damage caused by insects, vermin or fungus or damp

10. Wear and Tear

Loss or damage arising from wear and tear (which shall include seepage of water through seams and seals into the **holiday caravan**), depreciation and mechanical or electrical breakdown

11. Date change and computer viruses

The insurance does not cover:

- direct or indirect loss or damage caused:
 - to equipment by its failing correctly to recognise data representing year 2000 or any other date in such a way that it does not operate or function properly at all:
 - by computer viruses

Equipment includes computers and anything else insured by the policy which has a microchip in it

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer

Microchips include integrated circuits and microcontrollers

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

Conditions which apply to the whole policy

1. Your duty to prevent loss or damage

You must take all reasonable steps to prevent loss, damage or accidents and maintain the **holiday caravan** in a sound condition and good repair.

2. Transfer of interest

You may not transfer **your** interest in the policy without **our** written approval.

3. Cancellation

We may cancel this Policy by sending fourteen days' notice by registered letter or recorded delivery to **Your** last known address and **You** shall be entitled to a pro-rata return of the premium.

If **You** cancel the policy short period rates will apply to any mid term cancellation, other than for reasons of sale of property or death of insured.

The rates are:

Up to 2 months from inception or renewal: 25% of annual premium
Up to 3 months from inception or renewal: 35% of annual premium
Up to 4 months from inception or renewal: 40% of annual premium
Up to 5 months from inception or renewal: 50% of annual premium
Up to 6 months from inception or renewal: 60% of annual premium
Up to 7 months from inception or renewal: 65% of annual premium
Up to 8 months from inception or renewal: 75% of annual premium
After 8 months from inception or renewal: Nil return.

In the event of a claim no return will be given.

4. Instalments/direct Debit

If **You** pay **Your** premium by direct debit and there is any default in payment We may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation.

However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and We reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and credit charge shall be payable for the period of cover provided.

5. Other Insurances

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

6. Fraud

All benefit under this Policy will be forfeited if any claim is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy.

Conditions applying to the whole policy – continued

7. Governing Law

In respect of policies issued in England and Wales, these Terms and Conditions of Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. In respect of policies issued in Scotland, these Terms and Conditions of Trading will be governed by, and construed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.



