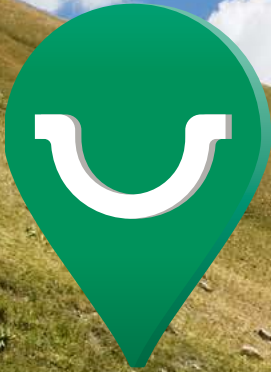


# Touring caravan insurance policy

including trailer tents, folding campers and fifth wheelers



## Important!

You'll not be insured for theft unless you've complied with our security and storage requirements!  
See pages 15 and 25 for full details.



Whatever the problem, whatever the question, we're here to help. For your convenience, we have a number of helplines to deal with everything from claims to change of address.

### **Customer service - 01422 395 895**

If your circumstances change and you need to update your cover or you have a query, just call the Happy Place customer service line. Lines open 8am - 8pm weekdays, and 9am - 4pm weekends. See outside back cover for postal, email or web address.

### **Claims - 01422 861 828 (24 hr)**

If you need to make a claim or enquire about an existing claim, just pick up the phone and call our claims helpline. Please refer to pages 30-33 for further details about making a claim.

### **UK accident emergency recovery - 01422 50 10 87 (24 hr)**

If you require emergency assistance following an accident or breakdown within the UK, a call to this helpline will give you access to a network of approved recovery agents. Please note you will have to pay for any services utilised. You may, however, be able to claim back these costs if covered by your insurance policy (e.g. cost of recovery of your caravan following an accident).

### **European accident emergency recovery - 0044 1422 50 10 88 (24 hr)**

If you require emergency assistance following an accident or breakdown within Europe, a call to this helpline will give you access to English speaking staff and a network of approved recovery agents. Please note you will have to pay for any services utilised. You may be able to claim back these costs if covered by your insurance policy (e.g. recovery of your caravan following an accident) and if you have the 'European cover' endorsement applying on your policy schedule.

### **Legal expenses - 01206 616 007 (24 hr)**

Only available if 'Legal expenses' option taken. Please refer to your policy schedule.



2	Helplines	21	Policy conditions (including 'Cancellation of your policy')
4	Introduction	26	Policy exclusions
5	The insurance contract	28	Endorsements (which may apply to your policy)
6	Our commitment to customer service	30	How to make a claim
8	Definition of words	34	How we will settle your claim
14	Details of cover	36	Handy hints
14	Section 1 - Use of your caravan	39	How we use your information
15	Section 2a - Caravan 2b - Equipment	41	Legal expenses cover (optional)
17	Section 3 - Personal possessions	43	Important conditions
18	Section 4 - Recovery and redelivery	44	Definition of words
18	Section 5 - Locks and keys	47	Details of cover
19	Section 6 - Liability to the public	53	General exclusions
20	Section 7 - Compensation for fatal injury	54	Conditions
20	Section 8 - Ill driver	57	Customer services information



Thank you for choosing to insure with Happy Place, we are pleased to welcome you as a valued customer and look forward to covering you over the forthcoming years. Happy Place aims to provide you with a high quality insurance policy, supported with a commitment to personal service and customer care. That is why we have chosen Royal & Sun Alliance Insurance plc (RSA) to work with us and underwrite this policy.

This policy booklet, schedule and any endorsements applying represent the contract between you and RSA, so please make sure you read these items carefully and ensure that you are happy with them.

This policy booklet contains details of the cover that is available to you, what is excluded from cover and the conditions on which the policy is issued.

Your schedule forms part of your policy and provides details of the policy sections insured, the sums insured including any monetary limits and any special terms that apply. Please read your schedule in conjunction with this policy booklet. An updated schedule will be sent to you at each renewal and whenever you request a change in cover.

We will insure you under those sections specified as operative in the schedule during any period of insurance for which we have accepted the premium, provided that all the terms and conditions of the policy have been met.

This policy booklet provides a number of telephone helplines should you need to make a claim, seek guidance, advice or emergency assistance. Please refer to page 2 for full details.

If we can be of any further assistance to you please do not hesitate in contacting Happy Place, where a member of our friendly and knowledgeable team will be happy to assist you. Our opening hours are 8am - 8pm weekdays, and 9am - 4pm weekends.

Once again, thank you for choosing Happy Place.



This policy is a legal contract between you and RSA. The policy wording and schedule form the basis of the contract and should be read as one document. We recommend that you keep them together at all times.

There are conditions of the insurance that you or your family will need to meet as your part of this contract on pages 21-25. The conditions set out the changes in circumstances that could affect your cover and when we would cancel your policy. Please take the opportunity to read the 'Policy conditions'.

The contract is based on the information you gave us when you applied for the insurance.

Our part of the contract is that we will provide the cover set out in this policy wording:

- For those sections which are shown on your policy schedule
- For the period of insurance detailed on the schedule

Your part of the contract is:

- You must pay the premium as shown on the schedule for each period of insurance
- You must comply with all the policy conditions and familiarise yourself with any requirements set out in this policy

- You should take all steps to reduce damage and prevent further damage

If you do not comply with your part of the contract, we may turn down a claim, increase the premium or you may find that you do not have any cover.

### Law applicable to this contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.



Happy Place and RSA are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

### Complaints about your policy

If your complaint relates to your policy, sale or service then please contact Happy Place by any of the following methods:

Post: [Happy Place](#)  
[New Road](#)  
[Halifax](#)  
[HX1 2JZ](#)

Telephone: [01422 395 895](tel:01422395895)

Email: [info@happyplace.co.uk](mailto:info@happyplace.co.uk)

Website: [www.happyplace.co.uk](http://www.happyplace.co.uk)

We aim to resolve your concerns by close of business the next working day. Experience tells us that most issues can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation to be carried out.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### Complaints about a claim you have made

If your complaint relates to a claim you have made on your policy then please call our claims helpline on [01422 50 10 83](tel:01422501083).

We aim to resolve your concerns by close of business the next working day. Experience tells us that most issues can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to RSA's Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:



Post: RSA  
Customer Relations Team  
PO Box 255  
Wymondham  
NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### **If you are still not happy**

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 0800 023 4567 (free from landlines)  
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have 6 months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### **Thank you for your feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.



## Definition of words

Certain words have special meanings that apply whenever they appear in this policy booklet or your schedule. These words and their meanings are listed over the next few pages. For the remainder of the policy booklet, these words will appear in ***bold italics***. If you are unsure of any aspect regarding the insurance policy that you have with us, please contact us.

### ***24 Hour Access Control***

A storage site where the entrance/exit is restricted to authorised persons only, 24 hours a day. The access must be secured with either a:

- Locked gate or barrier with a key entry and exit; or
- Locked gate or barrier with swipe card entry and exit; or
- Locked gate or barrier with key coded entry and exit; or
- 24 hour manned barrier

**We** do not class laser beams or vehicles parked in front of the ***Caravan*** as ***24 Hour Access Control***.

### ***Alarm***

An intruder ***Alarm*** fixed to the ***Caravan***. **We** do not accept free standing ***Alarms***.

### ***Axle Wheel Locking Device***

A device that passes through the ***Caravan*** wheel and then locks into a receiver on the axle of the ***Caravan***. Once

locked this secures the wheel to the axle, preventing any rotation of the wheel.

### ***Caravan***

The touring caravan, trailer tent, folding camper or fifth wheeler described in the ***Schedule***. This includes the structure, fixtures, fittings and integral fitted furniture. The ***Caravan*** must be owned by ***You***, or ***You*** are buying it under a hire purchase agreement or ***You*** are legally responsible for it.

### ***CCTV***

Closed circuit television cameras that are fully operational and monitor the entry and exit points of a ***Storage Location*** and/or monitor the ***Caravan***.

### ***Chained***

The process of securing the ***Caravan*** to a permanently fixed structure with a chain.

### ***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.

#### **Costs**

Legal fees and other **Costs** and expenses incurred with **Our** written consent.

#### **Damage / Damaged**

Loss or **Damage** including theft or attempted theft.

#### **Endorsement**

A change in terms of the **Policy**. Any **Endorsements** applying to this **Policy** are noted on **Your Schedule**. A full list of **Endorsements** that may apply to **Your Policy** are listed on pages 28-29.

#### **Equipment**

All accessories added since manufacture which are owned by **You** or are **Your** responsibility under contract but excluding **High Risk Items** and **Personal**

**Possessions**. Including but not limited to items intended for use in, on or about the **Caravan**, for example: aerials, air conditioning, alloy wheels, awnings, barbeques, batteries, caravan motor movers, electrical household goods, fire extinguishers, fitted audio equipment, furnishings, garden furniture and equipment, gas bottles, generators, ground sheets, heaters, hook-up cables, pumps, refrigerators, security devices, smoke detectors, spare wheels, stabilisers, sun loungers, televisions, toilets, Tyron bands, utensils, water carriers. Items that would not fit inside the **Caravan** when touring will not be viewed as **Equipment** and therefore will not be covered under this **Policy**.

#### **Excess**

The first part of any claim for **Damage** which **You** have to pay. The **Excess** will be deducted from any claim amount. The **Excess** is confirmed on **Your Schedule**.

#### **Family**

**Your** relatives who are using **Your Caravan** with **Your** permission but only if 'Endorsement 3: Family and friends cover' is applying.



### *Friends*

*Your* acquaintances who are using *Your Caravan* with *Your* permission but only if 'Endorsement 3: Family and friends cover' is applying.

### *High Risk Items*

- Articles of gold or other precious metals, jewellery, stones (precious or non precious), watches
- Binoculars
- Collections of any kind (e.g. coins, medals, stamps or trophies)
- Contact/corneal lenses or spectacles
- Computers (including laptops, tablet computers, gaming consoles, associated peripherals and data)
- Furs
- Guns (and associated equipment)
- Hearing aids
- Money, credit cards or other negotiable securities or documents of value
- Motor vehicles, mechanically propelled or assisted vehicles (including accessories such as satellite navigation systems or music systems)
- Musical instruments
- Personal media or audio equipment (including MP3/DVD/CD players)
- Photographic equipment (including cameras, video

cameras and camcorders)

- Pictures or works of art
  - Sports equipment, including but not limited to:
    - Diving equipment
    - Fishing tackle
    - Pedal cycles and equipment
    - Surfing equipment
    - Water sports equipment
    - Winter sports equipment
  - Telephones of any kind (including their associated equipment)
  - Trailers
  - Water craft or marine equipment
- which is owned by *You* or is *Your* responsibility under contract.

### *Hitchlock*

A security device of proprietary make that locks over the hitch of the *Caravan* to prevent connection to the tow ball.

### *Locked Garage / Outbuilding*

A 24 hour locked building where the *Caravan* is kept when not being *Used*.



### ***Market Value***

The cost of replacing ***Your Caravan*** with one of the same age and similar type and condition. The cost of replacing ***Your Equipment*** and ***Personal Possessions*** as new, less a deduction for wear and tear and depreciation.

### ***New for Old***

The cost of replacing ***Your Caravan, Equipment*** and ***Personal Possessions*** with a brand new equivalent in the event of a total loss claim.

### ***Not in Use***

When the ***Caravan*** is not in use and occupied overnight for holiday purposes.

### ***Perimeter Fencing***

A barrier agreed with Happy Place, that encloses the entire perimeter edge of the storage site.

### ***Period of Insurance***

The duration of this ***Policy*** as shown in the ***Schedule*** and any further period for which ***We*** accept the premium.

### ***Permanent Residence***

***Use*** of the ***Caravan*** in the ***Period of Insurance*** for a time period exceeding the Permanent Residence Limit stated on ***Your Schedule***.

### ***Personal Possessions***

Articles which are normally worn, used or carried outside the home by ***You*** in everyday life (excluding ***High Risk Items***). Household articles temporarily removed from the home which are owned by or are ***Your*** responsibility under contract. The maximum amount ***We*** will pay for any one item is recorded on ***Your Schedule***.

### ***Pin Lock***

A security device of proprietary make that locks over the king pin of the ***Caravan*** to prevent connection to the fifth wheel coupling of a tow vehicle.

### ***Policy***

***Your Policy*** booklet and the most recent ***Schedule***, which includes any ***Endorsement(s)***.

### ***Post***

A lockable post which prevents removal of the ***Caravan*** when in place.



### ***Schedule***

The latest ***Schedule*** issued by ***Us*** as part of ***Your Policy***. This forms the basis of the contract between ***You*** and ***Us***. Please read through this carefully as the document records:

- The information ***You*** have provided
- The cover that ***You*** have selected
- The ***Caravan*** details
- The premium
- The ***Period of Insurance***.

### ***Storage Location***

The address recorded on ***Your Schedule*** of where ***Your Caravan*** is kept overnight when ***Not in Use***.

### ***Terrorism***

The use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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.

### ***Tracking Device***

An approved ***Tracking Device*** is a security system that locates a ***Caravan*** using GPS (Global Positioning Satellite System) and GSM (Global System for Mobiles) or GPRS (General Packet Radio Service) or VHF (Very High Frequency) technology via a 24 hour accredited monitoring centre.

For a full list of approved ***Tracking Devices*** please contact Happy Place. Please note self monitored or pay as ***You*** go tracking devices are unacceptable. It is ***Your*** responsibility to ensure that ***Your Tracking Device*** is operational in any country ***You*** visit with ***Your Caravan***.

This includes an active airwaves/monitoring subscription and sufficient battery power at all times for the ***Tracking Device*** to work to the manufacturer's specification.

***You*** may be required to provide evidence of fitment and active subscription in the event of a claim. ***We*** will allow 28 days (from the commencement of the ***Period of Insurance*** date referred to within ***Your Policy Schedule***) to fit a ***Tracking Device***. After this time no theft cover will apply if ***Your Caravan*** is not protected by this specified security device.



### *United Kingdom*

England, Northern Ireland, Scotland, Wales, the Channel Islands (including Guernsey and Jersey) and the Isle of Man, including transit between them.

### *Use / Used*

The **Caravan** is occupied overnight for holiday purposes.

### *We / Us / Our*

Royal & Sun Alliance Insurance plc (RSA) who are registered in England and Wales, at the following registered office address:

St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

RSA is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under registration number 202323. This can be checked on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768 (free from landlines) or 0207 066 1000 (mobiles).

### *Wheelclamp*

A security device of proprietary make that locks around the wheel, preventing it from rotating and covering at least one of the wheel nuts. If the **Wheelclamp** does not cover a wheel nut it can be used in conjunction with a locking wheel nut.

### *You / Your*

The person or persons named as the insured on **Your Schedule**.



### What is covered

#### 1. Use

Cover applies whilst *Your Caravan* is:

- a) At the **Storage Location** or being **Used** for social, domestic and pleasure purposes by **You**. Family and Friends Cover is an optional **Endorsement** and only applies if confirmed on **Your Schedule**
- b) Being towed and whilst detached
- c) Being towed or transported by, or is in the custody or control of, any
  - i) Caravan manufacturer
  - ii) Caravan dealer
  - iii) Supplier
  - iv) Repairer or engineer
  - v) Road vehicle recovery servicein connection with their business.

Whilst *Your Caravan* is with a caravan dealer or repairer, the normal **Policy** requirements regarding security (see page 15) do not apply.

#### 2. Territorial limits

Cover applies whilst *Your Caravan* is within the **United Kingdom**. European Cover is an optional **Endorsement** and only applies if confirmed as being in force on **Your Schedule**.

### What is not covered

Any **Damage** to the **Caravan**, **Equipment** or **Personal Possessions** or any liability occurring while:

- a) Being used other than as permitted
- b) Being used for any trade, business or profession
- c) Being let for hire or monetary reward
- d) Being used as a **Permanent Residence**
- e) Being used airside, or for speed testing, racing, pacemaking or road rallies
- f) Being towed by anyone who does not have a valid and suitable licence
- g) Being towed by any vehicle that does not have a valid Certificate of Motor Insurance that permits caravan towing
- h) Being towed by any vehicle if the vehicle's gross train weight is exceeded
- i) **Not in Use** if the **Caravan** is at a **Storage Location** other than stated on **Your Schedule** - please refer to policy condition 13 on page 25

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 21-27.



### What is covered

We will pay for *Damage* to *Your Caravan* and *Equipment* by any insured cause, occurring during the *Period of Insurance*. The *Equipment* is covered while in or about the *Caravan* or towing vehicle and whilst being stored at *Your* home.

### What is not covered

#### 1. Caravan security

**IMPORTANT: FAILURE TO COMPLY WITH THESE SECURITY REQUIREMENTS MAY INVALIDATE YOUR POLICY AND ANY THEFT RELATED CLAIM.**

When *Your Caravan* is attached to the towing vehicle *We* will not pay for the theft or attempted theft of *Your Caravan, Equipment* or *Personal Possessions* if the ignition key or anything that replaces it (such as a special card) is left in or about the towing vehicle or *Your Caravan*.

When *Your Caravan* is unattended and detached from the towing vehicle *We* will not pay for the theft or attempted theft of *Your Caravan, Equipment* or

### What is not covered

*Personal Possessions* unless all security devices detailed on *Your Schedule* are in full and effective use at the time of theft and are fully maintained in accordance with manufacturer's recommendations, including any subscriptions being paid. *You* may be required to provide evidence in the event of a claim.

Security requirements do not apply while the *Caravan* is in the custody of a caravan dealer (whose main activity is the sale, servicing and repair of caravans) for service or repair.

#### 2. Winter weather precautions

Between the 1st November and 15th March, *We* will not pay for *Damage* caused by water freezing in any fixed water or heating installation or *Damage* by water, steam or other liquid escaping from a fixed household appliance, fixed water or heating installation unless *You* drain down all *Your Caravan's* water systems and internal sanitary systems when the *Caravan* is *Not in Use*.

Sealed heating systems containing anti-freeze do not need to be drained but it is advised that anti-freeze levels should be checked annually.



### What is not covered

#### 3. We will not pay for:

- a) The amount of the **Excess** shown in the **Schedule**
- b) **High Risk Items**
- c) **Damage** caused by or arising from animals, pets or vermin, e.g. chewing, scratching, tearing or fouling
- d) Any living creature including pets, livestock or any associated equipment
- e) **Damage** arising from deception or the use of stolen, forged or invalid cheques/drafts/bank notes and the like
- f) Malicious **Damage** or theft by, or with the collusion of, any occupant or user
- g) **Damage** to tyres by punctures, cuts, bursts or braking
- h) **Damage** arising from use of portable heaters with a naked flame
- i) Theft or attempted theft by **You**
- j) Loss of **Your Caravan** by deception by someone who claims to be a buyer or a buying or selling agent
- k) Theft of **Equipment** when the **Caravan** is unoccupied unless there has been violent or forcible entry

### What is not covered

- l) **Damage** arising out of the liquidation, insolvency or bankruptcy of a caravan dealer or agent
- m) Any pre existing **Damage**
- n) Any theft, attempted theft, malicious **Damage** or vandalism **not reported** to the Police
- o) Any tools or **Equipment** used in connection with business
- p) **Damage** arising from seepage of water into the **Caravan** through seams or seals
- q) **Damage** caused by a rise in the water table (the level below which the ground is completely saturated with water)

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 21-27.





## Section 3 - Personal possessions

### What is covered

We will pay for **Damage** to **Personal Possessions** by any insured cause, occurring during the **Period of Insurance**, whilst worn, used or carried in or about the **Caravan** by **You**.

The maximum amount We will pay for any one item is stated on **Your Schedule**.

### What is not covered

We will not pay for:

- a) The amount of the **Excess** shown in the **Schedule**
- b) **High Risk Items**
- c) Property more specifically insured
- d) **Damage** caused by or arising from animals, pets or vermin, e.g. chewing, scratching, tearing or fouling
- e) Any living creature including pets, livestock or any associated equipment
- f) **Damage** arising from deception or the use of stolen, forged or invalid cheques/drafts/bank notes and the like

### What is not covered

- g) Malicious **Damage** or theft by, or with the collusion of, any occupant or user
- h) **Damage** arising from use of portable heaters with a naked flame
- i) Theft or attempted theft by **You**
- j) Theft of **Personal Possessions** when the **Caravan** is unoccupied unless there has been violent or forcible entry
- k) Any pre existing **Damage**
- l) Any theft, attempted theft, malicious **Damage** or vandalism not reported to the Police
- m) Any tools or **Personal Possessions** used in connection with business

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 21-27.



### What is covered

If *Your Caravan* is disabled following *Damage* insured by this *Policy*, *We* will bear the cost of:

- a) Removing the *Caravan* to the nearest garage, repairer or place of safekeeping
- b) Storage charges whilst awaiting repair or disposal
- c) Redelivery to *Your* usual *Storage Location* as noted on *Your Schedule* following repair
- d) If the *Caravan* remains towable, *Your* petrol expenses involved in towing to the nearest repairer and return following repair
- e) Removal of debris

### What is covered

Cover is included for up to the limit stated on *Your Schedule* for the cost of replacement locks and keys following *Damage* to the keys or the locks of the external doors and security systems of *Your Caravan*.



### What is covered

If **You** or any person to whom the **Caravan** is lent are legally liable for causing death, physical injury or illness to any person, or accidental **Damage** to material property during the **Period of Insurance** which arises from an accident involving the **Caravan**. Then **We** will pay for:

- a) Damages or compensation to that person for the death, physical injury or illness or **Damage** caused
- b) Their legal **Costs** to claim compensation from **You**
- c) **Your Costs** for defending the claim

The maximum amount **We** will pay for any claim or claims arising from any one event is shown on **Your Schedule**. Within this limit **We** will pay:

- d) **Costs**
- e) In relation to any event that may be covered by this section the Solicitor's fees incurred at any coroner's inquest, at any fatal inquiry or for defending in any Court of Summary Jurisdiction provided **Our** written consent has been obtained

If any person insured under this section of the **Policy** dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made.

### What is not covered

Liability in respect of any person other than **You**, unless the person seeking the benefit of the cover observes the terms and conditions of this **Policy** and is not entitled to cover under any other **Policy**.

Liability for death, physical injury or illness to **You**, any employee of **You** or any person to whom the **Caravan** is lent.

Liability for **Damage** to property owned by or in the custody or control of **You** or any person to whom the **Caravan** is lent.

Liability arising from:

- a) The **Caravan** being used for trade or business purposes
- b) Direct or indirect consequence of assault or alleged assault
- c) Any deliberate or wilful or malicious act
- d) The transmission of any infectious disease or virus
- e) The ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)

Liability whilst the **Caravan** is being towed, including if it becomes detached from the towing vehicle. (This cover should be provided by the towing vehicle).

Liability arising from The Party Wall etc. Act 1996.

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 21-27.



### What is covered

If **You** suffer accidental injury while:

- a) Inside the **Caravan**; or
- b) In the immediate vicinity of the **Caravan** whilst it is in use or being worked upon

which proves fatal within 12 months of its occurrence, **We** will pay up to the amount shown on **Your Schedule** to the deceased's legal personal representative(s).

**We** may ask for a copy of the death certificate and/or medical records.

### What is not covered

- a) Death or bodily injury caused by **You** committing suicide or attempting to commit suicide
- b) Death or bodily injury caused to anyone under the influence of alcohol or through the misuse of drugs at the time of the incident
- c) Death or bodily injury that is caused due to any pre-existing medical conditions
- d) Anyone inside **Your Caravan** whilst it is being towed

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 21-27.

### What is covered

If whilst towing the **Caravan** in the **United Kingdom** the driver becomes too ill to drive and no other passenger is able to drive, **We** will cover up to the amount specified on **Your Schedule** for the cost of standard rail fare for the driver to return home.

**We** will also pay the cost of returning **Your Caravan** to the **Storage Location** and tow car to **Your** home address.

### What is not covered

- a) The amount of the **Excess** shown in the **Schedule**
- b) The cost of petrol for returning **Your Caravan** and tow car
- c) The cost of repairing the tow car or **Caravan** if they break down on return to **Your Caravan Storage Location** or home address
- d) The cost of returning any other passenger

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 21-27.



These are the claims conditions *You* will need to keep to as *Your* part of this contract. If *You* do not, a claim may be rejected or payment could be reduced. In some circumstances *Your Policy* might be invalid.

### 1. Changes in your circumstances

*Your Policy* has been issued based on the information that *You* have given to *Us* about *You* and *Your Caravan*. Any alterations must be notified to and agreed by Happy Place within 24 hours of any changes taking place. *You* must tell *Us* if any of the following happens:

- A permanent change of address
- If *You* (or anyone who is borrowing *Your Caravan*) is convicted of any offence (other than driving offences)
- The *Caravan* is used for any trade, professional or business purpose
- If *You* change the *Caravan*
- If the *Caravan Storage Location* or security at the *Storage Location* changes (including if put up for sale at a different address)
- If *You* change the security devices fitted to *Your Caravan* (as recorded on *Your Policy Schedule*)
- If *Your Caravan* is to be used as a *Permanent Residence*

*We* may reassess *Your* cover, terms and premiums when *We* are told about changes in *Your* circumstances. If *You* do not tell *Us* about changes or give *Us* incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances *Your Policy* might be invalid and *You* may not be entitled to a refund or premium.

### 2. Taking care of your property

*Your Policy* does not cover *You* for the cost of gradual deterioration. It is not a maintenance contract. *You* must take all steps to safeguard *Your Caravan, Equipment* and *Personal Possessions* against *Damage*. The property insured must be maintained in a sound and roadworthy condition and all precautions taken to prevent and minimise any claims.

### 3. Other insurances

If *You* claim under this *Policy* for something which is also covered by another insurance policy, *You* must provide *Us* with full details of the other insurance policy. *We* will only pay *Our* share of any claim.

This condition does not apply to 'Section 7 - Compensation for fatal injury'.



#### 4. Transferring interest in the policy

*You* cannot transfer *Your* interest in the *Policy* unless *You* obtain *Our* written permission.

#### 5. Fraud

*You* must not act in a fraudulent manner.

If *You* or anyone acting for *You*:

- Make a claim under the *Policy* knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or *Damage* caused by *Your* wilful act or with *Your* collusion

Then:

- *We* will not pay the claim
- *We* will not pay any other claim which has been or will be made under the *Policy*
- *We* may declare the *Policy* void
- *We* shall be entitled to recover from *You* the amount of any claim already paid under the *Policy* since the last renewal date
- *We* will not provide any return premium
- *We* may inform the Police of the circumstances

#### 6. Cancellation of the policy

*You* may cancel this *Policy* at any time. *You* must tell *Us* by contacting:

Happy Place, New Road, Halifax, HX1 2JZ

Telephone – 01422 395 895

Email – [info@happyplace.co.uk](mailto:info@happyplace.co.uk)

If *You* cancel the *Policy* within 14 days of the date *You* receive *Your Policy* documents, *We* will refund the premium provided no claim has been made during the current *Period of Insurance*.

If *You* cancel the *Policy* after 14 days of the date *You* receive *Your Policy* documents, *We* will refund premiums already paid for the remainder of the current *Period of Insurance*, provided no claim has been made during the current *Period of Insurance*. Happy Place will deduct a cancellation administration fee (as stated in their Terms of Business Agreement) from the refund. If *Your* premium is paid under a monthly instalment scheme Happy Place will charge a cancellation administration fee (as stated in their Terms of Business Agreement). Please note, any premium paid in the respect of legal expenses is non refundable after 14 days.



If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given. If the premium is paid under a monthly instalment scheme, and a claim has been made, **You** must continue with the instalment payments until the renewal date. Alternatively **We** will deduct outstanding instalments from any claim payment that may be due to **You**.

### **Where we cancel your policy**

Please also refer to the 'Fraud' condition on page 22 of this **Policy** booklet and to the 'Changes in circumstances' condition on page 21.

**We** may also cancel the **Policy** where **We** have identified serious grounds, such as:

- Failure to provide **Us** with information **We** have requested that is directly relevant to the cover provided under this **Policy** or any claim
- The use or threat of violence or aggressive behaviour against **Our** staff, contractors or property
- The use of foul or abusive language
- Nuisance or disruptive behaviour

**We** will contact **You** at **Your** last known address and, where possible, seek an opportunity to resolve the matter with **You**. Where a solution cannot be agreed

between **Us**, **We** may cancel the **Policy** by giving **You** 14 days notice.

This will not affect **Your** right to make a claim for any event that happened before the cancellation date. If **We** cancel the **Policy** **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claim has been made during the current **Period of Insurance**.

**We** also reserve the right to terminate the **Policy** in the event that there is a default in the instalment payments due under any linked loan agreement, by giving **You** 14 days notice at **Your** last known address.

Please note the 'Legal expenses' section of **Your Policy** is non refundable in event of cancellation after the first 14 days.

### **7. Effect of condition on right to benefit**

In order to receive benefit under this insurance, **You** or any other person seeking benefit must observe the terms and conditions of this **Policy**.

### **8. Ownership**

**Your Caravan** and **Equipment** must be owned by **You** or **You** are buying it under a hire purchase agreement or **You** are legally responsible for it.



### 9. Total loss claims

In the event of a total loss claim, if **You** have opted to pay **Your** premium on a monthly basis, **We** may ask for any remaining balance to be paid before the claim commences.

### 10. Financial sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **Policy** where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance We** may cancel this **Policy** immediately by giving **You** written notice at **Your** last known address. If **We** cancel the **Policy We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claims have been paid or are outstanding.

### 11. No Claim Discount

In calculating the renewal premium for **Your Policy** a discount will be allowed provided **You** have not suffered any loss or **Damage** which resulted in a claim during the previous **Period of Insurance**.

If **You** make any claims in the current **Period of Insurance**, the No Claim Discount at next renewal will be stepped back in line with **Our** usual scale.

If a claim is reported after **Your** renewal date with an incident date prior to the renewal, this will result in the No Claim Discount being disallowed and the appropriate additional premium being charged.

### 12. Uninsured drivers

If **You** make a claim for an incident that is not **Your** fault and the driver of the vehicle that hits **You** is uninsured, **You** will not lose **Your** No Claim Discount, so long as the following details are provided:

- The vehicle registration number, make and model of the uninsured vehicle
- The uninsured driver's details (where possible)
- Contact details for any independent witnesses

If the claim investigations are ongoing when **Your Policy** renewal is due, **You** may temporarily lose **Your** No Claim Discount. Once **We** have confirmation that the incident was the fault of the uninsured driver, **We** will restore **Your** No Claim Discount and refund any extra premium **You** may have paid.





### 13. Caravan storage location

When the *Caravan* is *Not In Use*, the *Storage Location* address where the *Caravan* is stored and the security at the *Storage Location*, must be notified to and agreed by Happy Place. The *Storage Location* and security at the *Storage Location* are shown on *Your Schedule*. When the *Caravan* is kept at the *Storage Location* it must not be kept in a communal parking area accessible by the general public, residential car park or allocated parking space.

In the event of a change of location address or change in security at the *Storage Location*, it is a condition of cover that the new address and security in place is agreed by Happy Place to ensure cover remains in force.

*Your Caravan* can be left unattended for up to 72 hours at a recognised caravan park without notifying Happy Place. In order to be a recognised caravan park the site must be registered with the relevant local authority and have the required permissions and facilities for such use. All security devices as shown on *Your Schedule* must be fitted and in use.

If *Your Policy* states that *Your* home address is not the *Caravan's* permanent *Storage Location*, it is acceptable

for the *Caravan* to be stored at home for two nights to allow for emptying/loading/cleaning/servicing purposes. If *You* require cover for more than two nights temporary storage at *Your* home address, please contact Happy Place.

### 14. Caravan identification

*Caravans* manufactured after 1992 must be registered with the Central Registration and Identification Scheme (CRiS) and the identification number must be provided to Happy Place. *We* will be unable to deal with a claim unless Happy Place has this identification number. In the event of a total loss of the *Caravan*, *You* will be required to produce the CRiS registration document. Do not keep this in *Your Caravan*.

A serial, VIN or chassis number must be provided for pre-1992 caravans and all Trailer Tents, Folding Campers and Fifth Wheelers. *We* will be unable to deal with a claim unless Happy Place has this identification number.



These exclusions apply to all the sections of *Your Policy*. **This insurance does not cover:**

### 1. Date change and computer viruses

Any direct or indirect *Damage* caused:

- To *Equipment* by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all;
- By computer viruses.

For the purpose of this exclusion:

- *Equipment* includes computers and anything else insured by this *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.

### 2. 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.

### 3. Existing and deliberate damage

Any *Damage*, liability, cost or expense of any kind occurring, or arising from an event occurring, before the *Period of Insurance* starts or caused deliberately by *You*.

### 4. Financial interest

If *We* know that the property is the subject to a loan, credit agreement or any other form of financial loan, charge or interest, *We* will pay the owner whose receipt shall be a full discharge.

### 5. Mechanical faults

Any *Damage* caused by mechanical, electrical or electronic fault or breakdown but subsequent *Damage* is covered.

### 6. Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- A sudden unexpected incident; or
- Oil or water escaping from a fixed oil or fixed water installation

and which was not the result of an intentional act, and which occurs during any *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.

### 7. Radioactive contamination

Any **Damage**, liability, cost or expense of any kind caused directly or indirectly by:

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

### 8. Rot

Any **Damage**, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

### 9. Sonic bangs

Any **Damage**, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

### 10. Terrorism

Any **Damage**, liability, cost or expense of any kind

directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

### 11. War risks

Any **Damage** or liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

### 12. Wear and tear

Any **Damage**, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration. However, subsequent **Damage** caused after any of the above is covered.



*Endorsements* amend the cover provided by *Your Policy*. *Endorsements* only apply if they are listed in the 'Endorsements Applying' section of *Your Schedule*.

Failure to comply with any *Endorsement* listed on *Your Schedule* may invalidate *Your Policy* and any claim.

### Endorsement 1: European cover

Cover applies whilst *Your Caravan* is outside the *United Kingdom* on the *Continent of Europe* and in transit between these countries, up to the period of time noted on *Your Schedule* in any one *Period of Insurance*.

*Damage* whilst the *Caravan* or *Equipment* is left unattended at a recognised caravan site within the *Continent of Europe* for a period exceeding 72 hours is excluded.

If *Your Caravan* is involved in an accident *We* can provide immediate help by:

- Finding a suitable repairer and arranging necessary towing.
- Arranging for *Your Caravan* to be brought home if it cannot be towed or repaired within a period or is so badly *Damaged* that it is not economical to repair it.

*We* will decide which of these *We* will do.

*We* will pay for customs duty incurred following temporary importation of the *Caravan* if *You* are unable to return the *Caravan* to the *United Kingdom* because of *Damage* covered under *Your Policy*.

### Endorsement 2:

#### Emergency accommodation expenses

If *Your Caravan* becomes uninhabitable whilst away on holiday as a result of *Damage* insured by this *Policy*, *We* will contribute up to the limit stated on *Your Schedule* towards the cost to hire a replacement caravan or other alternative accommodation to enable *You* to continue *Your* holiday.

In the event of a claim, receipts must be produced for caravan hire/alternative accommodation used.

Cover to hire a replacement caravan or other alternative accommodation will not apply if *Your Caravan* is uninhabitable and the repair or replacement cannot be completed before a future booked holiday.



### Endorsement 3: Family and friends cover

This *Endorsement* applies to:

- Section 1 - Use of your caravan
- Section 2a - Caravan
- Section 2b - Equipment
- Section 3 - Personal possessions
- Section 6 - Liability to the public
- Section 7 - Compensation for fatal injury
- Section 8 - Ill driver
- Policy conditions:
  - Second bullet regarding convictions under 'Changes in your circumstances', plus 'Taking care of your property' and 'Fraud' sections only
- Definitions of words:
  - 'High risk items' and 'Personal possessions' only
- Policy exclusions:
  - 'Existing and deliberate damage' section only
- How to make a claim

Reference to "*You*" is amended to "*You, Your Family or Your Friends*".

### Endorsement 4: Protected No Claim Discount

*We* will not reduce *Your* No Claim Discount unless more than two claims happen over three *Periods of Insurance* in a row. If three or more claims happen then *We* will reduce *Your* No Claim Discount in line with *Our* usual scale and *You* will no longer benefit from No Claim Discount protection.

### Endorsement 5: Fifth wheel caravan

The cover provided under this *Policy* will only apply if *Your Caravan* is legally allowed to be used in the UK, is no more than 2.5 metres wide and is being towed by a vehicle suitable for purpose and legally adapted for towing a fifth wheel caravan.



## How to make a claim

### 24 hour claims helpline: 01422 861 828

If **You** need to make a claim, what **You** need most of all is speedy, professional, practical help. This is exactly what **We** provide. Whatever the problem, big or small **We** are here to help **You**.

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Your Caravan, Equipment** and **Personal Possessions** from further **Damage**.

Call **Our** claims helpline on 01422 861 828. Please have **Your Policy** number handy when **You** call. While most claims can be agreed over the telephone, there may be times when **We** ask **You** to complete a claim form and provide **Us** with further information, and/or **We** may wish to arrange a visit and inspection.

To help **Us** deal with **Your** claim quickly, please read this **Policy** booklet carefully, particularly the 'Policy conditions' and 'Policy exclusions' on pages 21-27.

### Claims conditions

These are the claims conditions **You** will need to keep to as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

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** must contact first. When an incident occurs which may result in a claim, **You** should read the information on 'How to make a claim'. **You** should also check the information on 'How we will settle your claim' on pages 34-35.

### What you must do

If **You, Your Family** or **Your Friends** are the victims of theft, riot, a malicious act or vandalism, or if **You, Your Family** or **Your Friends** lose something away from **Your Caravan** tell the Police immediately upon discovery and ask for a crime reference number and tell **Us** as soon as **You** can, or in the case of riot tell **Us** immediately.

If someone is holding **You, Your Family** or **Your Friends** responsible for an injury or any **Damage**, no one must admit responsibility. Give **Us** full details in writing as soon as **You** can. Any application notice, legal document or other correspondence sent to **You** must be sent to **Us** straight away without being answered. For all other claims tell **Us** as soon as **You** can.

**You** should do all **We** reasonably ask **You** to do to get back any lost or stolen property. Do not throw away



any **Damaged** items before **We** have had a chance to see them, or carry out non-emergency repairs before **We** have had chance to inspect them.

### Rights and responsibilities

**We** may need to get into **Your Caravan** that has been damaged to salvage anything **We** can and to make sure no more damage happens. **You** must help **Us** to do this but **You** must not abandon **Your** property to **Us**.

**You** must not settle, reject, negotiate or offer to pay any claim **You** have made or intend to make under this **Policy** without **Our** written permission. **We** have the right, if **We** choose, in **Your** name but at **Our** expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else any payments that have already been made.

**You** must provide **Us** with any information and assistance **We** may require about any claim. **You** must help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to.

When **You** call **Us** **We** will advise **You** of **Our** requirements, which will be either:

- Ask **You** to get estimates for repairs or replacement items; or
- Arrange for the **Damage** to be inspected by one of **Our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **Us** agree a fair settlement with **You**; or
- Arrange for the repair or a replacement as quickly as possible.

Where **We** have asked **You** for specific information relevant to **Your** claim **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information.

### Claim notification

Conditions that apply to the **Policy** and in the event of a claim are set out in **Your Policy** booklet. It is important that **You** and **Your Family** comply with all **Policy** conditions and **You** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be



notified as soon as possible although there are some situations where immediate notice is required. Further guidance is contained in the *Policy* booklet.

Claims conditions require *You* to provide *Us* with any assistance and evidence that *We* require concerning the cause and value of any claim. Ideally, as part of the initial notification, *You* will provide:

- *Your* name, address, and *Your* home and mobile telephone numbers
- Personal details necessary to confirm *Your* identity
- *Policy* number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable *Us* to make an initial evaluation on policy liability and claim value. *We* may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction

booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of *Your* property

- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item *You* are claiming for is beyond repair

Where *We* have asked *You* for specific information relevant to *Your* claim *We* will pay for any expenses *You* incur in providing *Us* with the above information.

Sometimes *We*, or someone acting on *Our* behalf, may wish to meet with *You* to discuss the circumstances of the claim, to inspect the *Damage*, or to undertake further investigations.

To ensure RSA receive documents, please send all documents by either recorded delivery or registered post and ensure that *Your* claim reference number is on all correspondence.

### Preferred suppliers

*We* take pride in the claims service *We* offer to *Our* customers. *Our* philosophy is, where possible, to





repair or replace lost or **Damaged** property and **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **We** can offer repair or replacement through a preferred supplier but, on request, **We** agree to pay **You** a cash settlement, then payment will normally not exceed the amount **We** would have paid **Our** preferred supplier.

Please note that unfortunately there are sometimes delays in repairers obtaining parts, which can cause repairs to be delayed. Please contact **Your** repairer to establish the length of time they require for a full repair.

**We** may need to gain access to **Your Caravan** to assess any **Damage**. It is **Your** responsibility to ensure **We** can access **Your Caravan** to enable **Us** to do this.

If **You** would like to discuss any aspect of the claims process, please contact the Happy Place Claims Liaison team on 01422 396 813 or by email to [claims@happyplace.co.uk](mailto:claims@happyplace.co.uk)

### Who you need to know

Different companies may need to be involved if **You** have to make a claim, in order to provide general

support and assistance, process **Your** claim and assess any **Damage** to ensure the claim is handled as quickly and fairly as possible. This section details the most common companies that may be involved.

- **RSA**  
RSA are the underwriters of the **Policy You** bought from Happy Place. They should be **Your** first point of contact when making a claim. RSA will handle **Your** claim and agree any settlement.
- **Happy Place**  
Happy Place is the company with whom **You** took out **Your Policy**. Happy Place can provide help and guidance on any aspect of **Your Policy**. If **You** have any queries or are unsure about anything please contact the Happy Place team.
- **Loss adjuster**  
An independent loss adjuster with an expert understanding of claims may be appointed to visit **Your Caravan** and assess any **Damage**, to ensure **You** receive a fair settlement.
- In some instances, **You** may also be introduced to a reputable repairer.



## How we will settle your claim

**We** will pay in cash the amount of the **Damage** or **We** may repair, reinstate or replace the **Damaged** property.

The maximum **We** will pay is the sum insured shown in **Your Schedule** subject to any limits shown on **Your Schedule** or in this **Policy** wording. The sum insured will not be reduced in the event of a claim.

The settlement of **Your** claim will be calculated as follows:

If repair is carried out, **We** will pay the cost of repair without deduction for wear and tear. If parts or accessories are found to be obsolete or unobtainable, **We** may use parts and accessories which are not supplied by the manufacturer. Alternatively **We** may use parts of a similar type and quality to the parts **We** are replacing.

**We** will use the most appropriate repair method to repair the **Damage**. In certain circumstances this may result in the **Caravan** having a different gross vehicle weight following the repairs, providing this does not exceed the manufacturer's recommended limits.

If **We** are unable to repair, **We** may pay the last known list price for the part or accessory required plus an appropriate fitting charge.

**We** will not pay for 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 common nature, colour, design or use. This applies if the other items can still be used and the **Damage** only affects one part of the item.

If the repair or replacement is not carried out, and **We** agree to make a cash settlement, **We** will pay the decrease in **Market Value** of **Your Caravan**, but not more than it would have cost **Us** to repair the **Damage**. **We** will not pay more than it would have cost **Us** to repair the **Damage** to **Your Caravan** (excluding VAT, collection, redelivery, re-siting and similar charges not incurred) if the repair work had been carried out without delay.

If **We** know that the **Caravan** is subject to a loan, credit agreement or any other form of financial loan or interest charge, **We** will pay the owner whose receipt shall be a full discharge.

### Market value

- If replacement of **Equipment** or **Personal Possessions** is necessary **We** will pay the **Market Value** (unless the **New for Old** clause is operative)
- If **Your Caravan**, **Equipment** or **Personal Possessions** are **Damaged** and the cost of repair exceeds the **Market Value**, or are stolen and not recovered, **We** will pay



the **Market Value** (unless the **New for Old** clause is operative)

It is **Your** responsibility to ensure that the sum insured shown on **Your Schedule** represents the full **Market Value** of **Your** property, as **We** will not pay more than the sum insured. **You** can change the sum insured at any time by contacting Happy Place. Any reduction of **Market Value** beyond the cost of repair or replacement will not be covered.

### **New for Old**

**New for Old** is only applicable if:

- **Your Schedule** indicates that this option has been selected; and
- At the time of **Damage**, **Your Caravan** is less than the **New for Old** age limit shown on **Your Schedule**.

If **Your Caravan** is **Damaged** and the cost of repair exceeds the cost of replacement with a new one of the same make and model (or the nearest equivalent make and model), or is stolen and not recovered, **We** will pay for a replacement with a new one of the same make and model (or the nearest equivalent make and model).

If **Your Equipment** or **Personal Possessions** are **Damaged** and repairs cannot be carried out, or are stolen and not recovered, **We** will pay for replacement

with new ones of the same make, model or type (or the nearest equivalent).

If the **Caravan** and/or **Equipment** and/or **Personal Possessions** are not replaced **We** will pay a cash settlement based upon the **Market Value**.

It is **Your** responsibility to ensure that the sum insured shown in the **Schedule** represents the new replacement cost of **Your** property, as **We** will not pay more than the sum insured.



**The information below suggests sensible precautions you can take to reduce the likelihood of loss or damage.**

### Awnings

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.

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.

### Buying a second hand caravan

We recommend that you organise a HPI check for any potential caravan purchase by calling CRiS on [0203 282 1000](tel:02032821000), especially if not buying from a recognised dealer.

### CRiS

The Central Registration and Identification Scheme has been protecting caravans since 1992. All registered caravans carry a unique 17 digit CRiS VIN number which is stamped onto the chassis and etched on the window.

Ensure you have registered your caravan with CRiS. Keep your registration documents (that confirm you are the owner) in a safe place away from the caravan. You can contact CRiS on [0203 282 1000](tel:02032821000) or email [info@cris.co.uk](mailto:info@cris.co.uk)

### Drain down

It is extremely important that the water system is fully drained down, during the winter period and whilst unoccupied to prevent frost damage.

### Fire

We recommend that you keep a fire blanket, smoke alarms and fire extinguishers in your caravan.

### General advice

- To protect against condensation out of season, leave interior doors (including kitchen cupboard and wardrobe doors) open. Stack upholstery in the middle of the lounge.
- Ensure vents are never obstructed – this is vital where gas is involved.
- When out of season and/or unoccupied, consider the damage that can be caused by small mammals/vermin.
- Ensure any person borrowing your caravan has the correct driving licence and vehicle insurance to enable them to tow a caravan.



## Loading

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.

- Do not overload your caravan.
- Check your handbook for specific loading advice, e.g. maximum payload, nose weight or recommended areas to store heavy items.
- Noseweight: ensure your caravan load is not all placed at the front. Do not overload your front lockers. Too much weight at the front places enormous force on the towball and can damage both the car and the caravan.
- Heavy items (e.g. awnings) should be loaded over the caravan's axle and directly on the floor. Alternatively put heavy items in the tow car. Do not be tempted to put heavy items under a fixed bed. Loading heavy items at the back of the caravan could cause snaking.
- Medium weight items (e.g. water carriers, barbecues) should be placed on the floor, equally distributed between the back and the front.
- Light items only can be placed in the caravan top cupboards and lockers.
- Secure all loose items before you leave, so they cannot move around and cause damage.
- Empty all water tanks.

- Ensure that your vehicle is loaded with all the necessary tools and spares, particularly a spare tyre.

## Reversing and manoeuvring

Reversing a caravan on to a driveway or into a tight campsite pitch can be very tricky even for experienced caravanners. If you are new to towing then you may want to practice in an open field or consider one of the many towing courses which are available. Motor movers can be helpful when manoeuvring your caravan.

## Servicing

We suggest that you service the caravan (including the tyres and brakes) on an annual basis.

## Storage

CaSSOA (Caravan and Storage Site Owners' Association) have a list of secure storage sites throughout the UK. Call 0115 934 9826 or visit [www.cassoa.co.uk](http://www.cassoa.co.uk)

## Theft

Always close and lock exterior doors and windows when you leave your caravan – even if it's just for a short time. Thieves do not need long to go through your property.

Don't leave high risk items in your caravan as they could



attract thieves. Don't leave personal documents in the caravan. This can assist thieves in selling your caravan. Fit an alarm or tracking system. We recommend that you speak to your dealer for further advice.

If you are keeping your caravan at home, consider fitting a post or gate, or chaining your caravan down. Parking your car in front of your caravan does not increase security, in fact thieves often drag cars away, so they can gain access to and steal the caravan.

Out of season, or if unoccupied for long periods, take electrical goods and portable equipment out of the caravan. Leave curtains and cupboards open, so it is obvious to thieves that there is nothing worth breaking in for.

### **Tyres**

Tyres should be kept inflated in line with the manufacturer's recommended pressures. Under or over inflation will reduce the area of tyre in contact with the road, therefore increasing braking distances and reducing stability.

Tyre pressure monitoring systems are available and are designed to continually monitor your caravan's

tyres. They are also there to notify you of low and high pressure, excessive wear and overheating.

Your caravan tyres should be checked for signs of wear regularly, and replaced when nearing the manufacturer's recommended limits. Usually replacement is required after five years regardless of wear.

It may be worth considering fitting Tyron wheel safety bands, as they greatly reduce the risk of accident through loss of control after tyre deflation by helping to keep the tyre in place following punctures, blowouts and under inflation.

### **Water ingress**

Sensible precautions should be taken as follows:

- Regularly inspect the seams and seals where panels join and talk with your dealer if you encounter any problems which could cause water ingress.
- Keep the exterior panelling clean and check the general condition of your caravan regularly.



## How we use your information

Please read the following carefully as it contains important information relating to the details that **You** have given **Us**. **You** should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc. **You** are giving **Your** information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, '**We**', '**Us**' and '**Our**' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

**Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties.

If **You** contact **Us** electronically, **We** may collect **Your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **Your** service provider.

**We** may use and share **Your** information with other members of the Group to help **Us** and them:

- Assess financial and insurance risks

- Recover debt
- Prevent and detect crime
- Develop **Our** services, systems and relationships with **You**
- Understand **Our** customers' requirements
- Develop and test products and services

**We** do not disclose **Your** information to anyone outside the Group except:

- Where **We** have **Your** permission; or
- Where **We** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to **Us**, **Our** partners or **You**; or
- Where **We** may transfer rights and obligations under this agreement

**We** may transfer **Your** information to other countries on the basis that anyone **We** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not object, **You** will consent to that change.



**We** will not keep **Your** information for longer than is necessary.

### Sensitive information

Some of the information **We** ask **You** for may be sensitive personal data, as defined by The Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to carry out the services described in **Your Policy** documents. Please ensure that **You** only provide **Us** with sensitive information about other people with their agreement.

### Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may 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 and credit related or other facilities
- Recovering debt

- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **Your Policy**, **You** must tell **Us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **You** tell **Us** about an incident, **We** will pass information relating to it to the registers.

### How to contact us

On payment of a small fee, **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions, or **You** would like to find out more about this notice **You** can write to: [Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.](#)





## Legal expenses cover (optional)

Touring caravan legal expenses insurance provides:

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

### Legal helpline

*You* can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **01206 616 007** and quote “**Contract Number 665 - Happy Place Touring Caravan Legal Expenses**”.

For *Our* joint protection telephone calls may be recorded and/or monitored.

### Arc legal document service

As an addition to *Your* Legal Expenses cover, *You* have access to *Our* legal document service.

This will provide *You* with:

- Access to a range of legal document templates
- A step by step walk-through to assist *You* in completing the documents

This service can be accessed by visiting [www.arclegal.co.uk/legaldocuments](http://www.arclegal.co.uk/legaldocuments) where *You* can register *Your* details using the voucher code: **10542**.

### Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf *We* act.

If a claim is accepted under this insurance, *We* will appoint *Our* panel solicitors, or their agents, to handle *Your* case. *You* are not covered for any other legal representatives’ fees unless it is necessary to start court proceedings or a *Conflict of Interest* arises.

Where it is necessary to start court proceedings or a *Conflict of Interest* arises and *You* want to use a legal representative of *Your* own choice, *Advisers’ Costs* payable by *Us* are limited to no more than:

- a) *Our Standard Advisers’ Costs*; or
- b) The amount recoverable under the Civil Procedure Fixed Recoverable Costs regime  
whichever is the lower amount.



The insurance covers *Costs* as detailed under the separate sections of cover, up to the *Maximum Amount Payable* where:

a) The *Insured Incident* takes place in the *Insured Period* and within the *Territorial Limits*

and

b) The *Legal Action* takes place within the *Territorial Limits*.

This insurance does not provide cover where something *You* do or fail to do prejudices *Your* position or the position of the *Insurer* in connection with the *Legal Action*.



If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General conditions' section and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

### Proportional costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

### Duty of disclosure

- **Consumer**

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

- **Non-Consumer**

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

### Suspension of cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.



Where the following words appear in *bold italics* they have these special meanings.

### *Adviser*

*Our* specialist panel solicitors or their agents appointed by *Us* to act for *You*, or, and subject to *Our* agreement, where it is necessary to start court proceedings or a *Conflict of Interest* arises, another legal representative nominated by *You*.

### *Advisers' Costs*

Legal fees and disbursements incurred by the *Adviser*.

### *Adverse Costs*

Third party legal costs awarded against *You* which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### *Caravan*

The caravan insured under this policy to which this cover attaches.

### *Costs*

*Standard Advisers' Costs* and *Adverse Costs*.

### *Conflict of Interest*

Situations where *We* administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### *Conditional Fee Agreement*

An agreement between *You* and the *Adviser* or between *Us* and the *Adviser* which sets out the terms under which the *Adviser* will charge *You* or *Us* for their own fees.

### *Data Protection Legislation*

The relevant *Data Protection Legislation* in force in the United Kingdom at the time of the *Insured Event*, that being:

- **Before 25 May 2018** - the Data Protection Act 1998
- **From 25 May 2018 onwards** - the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

### *Disclosure Breach*

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.



### ***Identity Fraud***

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

### ***Insurer***

AmTrust Europe Limited.

### ***Insured Incident***

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one ***Insured Incident*** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from ***Identity Fraud*** the ***Insured Incident*** is a single act or the start of a series of single acts against **You** by one person or group of people.

### ***Insured Period***

The period shown on **Your** insurance schedule.

### ***Legal Action(s)***

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance
- The defence of motor prosecutions

### ***Maximum Amount Payable***

The maximum payable in respect of an ***Insured Incident*** is shown on **Your** insurance schedule.

### ***Standard Advisers' Costs***

The level of ***Advisers' Costs*** that would normally be incurred in using a specialist panel solicitor or their agents.

### ***Territorial Limits***

Personal Injury and Uninsured Loss Recovery:

- European Union

All other sections:

- Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### ***Vehicle***

Any motor vehicle or motorcycle owned by **You** or any member of the household.

### ***We / Us / Our***

Arc Legal Assistance Limited.



*You / Your / Yourself*

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to *Us* by *Your* insurance advisor and is the owner of the *Caravan* covered under the insurance to which this cover attaches. Cover also applies to *Your* family members resident with *You*. If *You* die *Your* personal representatives will be covered to pursue or defend cases covered by this insurance on *Your* behalf that arose prior to or out of *Your* death.



### What is covered

#### Contract disputes

**Costs** to pursue or defend a *Legal Action* following a breach of a contract **You** have for buying or renting goods or services and selling goods in connection with the *Caravan* including the purchase or sale of the *Caravan*.

#### Uninsured loss recovery

**Costs** to pursue a *Legal Action* for financial compensation for uninsured losses arising from a road traffic accident involving a *Vehicle* or *Caravan* against those responsible.

If the *Legal Action* is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a *Conditional Fee Agreement* which waives

### What is not covered

#### Contract disputes

Claims:

- a) Where the breach of contract occurred before **You** purchased this insurance
- b) Relating to a lease tenancy or licence to use property or land
- c) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- d) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**

#### Uninsured loss recovery

Claims:

- a) Relating to an agreement **You** have entered into with another person or organisation
- b) For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau
- c) Arising from a road accident if the event is not covered under **Your** motor insurance



### What is covered

their own fees if You fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

#### Personal injury

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What is not covered

#### Personal injury

Claims:

- a) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- b) For illness, personal injury or death caused gradually and not caused by a specific sudden event





## What is covered

### Employment disputes

*Standard Advisers' Costs* to pursue a *Legal Action* against an employer or ex-employer for breach of *Your* contract of employment.

### Personal identity fraud

Costs arising from *Identity Fraud*:

- a) To defend *Your* legal rights and/or take steps to remove County Court Judgments against *You* that have been obtained by an organisation from which *You* are alleged to have purchased, hired or leased goods or services. Cover is only available if *You* deny having entered in to the contract and allege that *You* have been the victim of *Identity Fraud*
- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services

## What is not covered

### Employment disputes

Claims:

- a) Where the breach of contract occurred within the first 60 days after *You* first purchased this insurance unless *You* have held equivalent cover with *Us* or another insurer continuously for a period of at least 60 days leading up to when the breach of contract first occurred
- b) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

### Personal identity fraud

Claims:

- a) Where you have not been the victim of *Identity Fraud*
- b) Where *You* did not take action to prevent *Yourself* from further instances of *Identity Fraud* following an *Insured Incident*
- c) Where the *Identity Fraud* has been carried out by somebody living with *You*
- d) For *Costs* arising from loss of cash from a bank, building society, credit union or other similar



### What is covered

- in *Your* name or which are seeking monies or have sought monies from *You* as a result of *Identity Fraud*
- c) In order to liaise with credit referencing agencies and all other relevant organisations on *Your* behalf to advise that *You* have been the victim of *Identity Fraud*

### Property infringement

*Costs* to pursue a *Legal Action* for nuisance or trespass against the person or organisation infringing *Your* legal rights in relation to the *Caravan*.

### What is not covered

financial institution where that institution has refused to cover the loss

*You* must agree to be added to the CIFAS Protection Register if *We* recommend it.

### Property infringement

Claims:

- a) Where the nuisance or trespass started within the first 180 days after *You* first purchased this insurance unless *You* have held equivalent cover with *Us* or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract *You* have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for *Your* use



### What is covered

#### Motor prosecution defence

*Standard Advisers' Costs* to defend a *Legal Action* in respect of a motoring offence, arising from *You* use of a *Vehicle*. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

### What is not covered

- g) Directly or indirectly arising from:
  - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) Land slip meaning downward movement of sloping ground
  - iv) Mining or quarrying

#### Motor prosecution defence

Claims:

- a) For alleged road traffic offences where *You* did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs
- b) For *Standard Advisers' Costs* where *You* are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy



### What is covered

### What is not covered

- c) For parking offences which cannot lead to penalty points on *Your* licence
- d) For *Standard Advisers' Costs* incurred in excess of any costs *You* are able to recover under a Defendants Costs Order



### 1. There is no cover where:

- a) *You* should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of *Advisers' Costs* of acting for *You* is more than the amount in dispute
- c) *Advisers' Costs* or any other costs and expenses incurred which have not been agreed in advance or are above those for which *We* have given *Our* prior written approval

### 2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against *Your* insurance advisor, the *Insurer*, the *Adviser* or *Us*
- c) Any claim *You* make which is false or fraudulent or exaggerated
- d) Defending *Legal Actions* arising from anything *You* did deliberately or recklessly
- e) *Costs* if *Your* claim is part of a class action or will be affected by or will affect the outcome of other claims

### 3. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between *You* and someone *You* live with or have lived with
- b) *Your* business trade or profession other than as an employee
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.



### 1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the legal proceedings
  - i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request
- c) The **Adviser** will:
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require
  - iii) Keep **Us** advised of **Advisers' Costs** incurred
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**
  - vi) Attempt recovery of costs from third parties
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success
- f) **You** shall supply all information requested by the **Adviser** and **Us**



- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost

## 2. Prospects of success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## 4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

## 5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.



## 6. Cancellation

**You** may cancel this insurance at any time by contacting Happy Place (contact details on back cover). If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. No refund of premium shall be made after 14 days of taking out this insurance.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## 7. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to make a claim'), any dispute between **You** and **Us** may, where both parties agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 8. English Law and language

This contract is governed by English Law and the language for contractual terms and communication will be English.

## 9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy, and reject claims where the change provides a benefit which did not previously exist.





### How to make a claim

As soon as *You* have a legal problem that *You* may require assistance with under this insurance *You* should phone the legal helpline.

Specialist lawyers are at hand to help *You*. If *You* need a lawyer to act for *You* and *Your* problem is covered under this insurance, the helpline will ask *You* to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to *You*. If *Your* problem is not covered under this insurance, the helpline may be able to offer *You* assistance under a private funding arrangement.

In general terms, *You* are required to immediately notify *Us* of any potential claim or circumstances which may give rise to a claim. If *You* are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Data Protection

*Your* details and details of *Your* insurance cover and claims will be held by *Us* and/or the *Insurer* for underwriting, processing, claims handling and fraud prevention subject to the provisions of *Data Protection Legislation*.

### Customer service

Our aim is to get it right, first time, every time. If *We* make a mistake, *We* will try to put it right straightaway.

If *You* are unhappy with the service that has been provided, *You* should contact *Us* at the address below. We will always confirm to *You*, within 5 working days, that *We* have received *Your* complaint. Within 4 weeks *You* will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when *You* will receive a final response. Within 8 weeks *You* will receive a final response or, if this is not possible, a reason for the delay plus an indication of when *You* will receive a final response. After 8 weeks, if *You* are unhappy with the delay, *You* may refer *Your* complaint to the Financial Ombudsman Service. *You* can also refer to the Financial Ombudsman Service if *You* cannot settle *Your* complaint with *Us*, or before *We* have investigated the complaint if both parties agree.

### Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel: 01206 615 000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)



### The Financial Ombudsman Service contact details are:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 (landlines)  
0300 123 9123 (mobiles)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Compensation

*We* are covered by the Financial Services Compensation Scheme (FSCS). If *We* fail to carry out *Our* responsibilities under this policy, *You* may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768 (landlines) or 0207 066 1000 (mobiles).

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



[www.happyplace.co.uk](http://www.happyplace.co.uk) · [info@happyplace.co.uk](mailto:info@happyplace.co.uk) · 01422 395 895  
Happy Place, New Road, Halifax, HX1 2JZ

Happy Place is a trading name of Caravan Guard Limited (registered in England, number 4036555),  
which is authorised and regulated by the Financial Conduct Authority.



HP-Pol-T-1018