

Important: Please read and keep it safe

# Dusk Touring Caravan Insurance Policy





## Helpful and useful information about your insurance

- Insurance does not cover your property against everything that can happen so please read your policy carefully to make sure you understand what it covers and the limits which apply.
- It is your responsibility to look after and regularly maintain your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.
- Your policy describes certain things which you are required to do to make sure that you are protected and that your policy cover operates fully. For example, you must:
  - tell us about changes which could affect your policy (see page 5)
  - make sure that the cover is suitable to protect the property to be insured (see pages 9–17)
  - take reasonable care of your property (see page 20)
  - ensure that any gas appliances kept in the caravan are subject to a regular safety check by a competent tradesperson (see page 20)
- It is your responsibility to prove any loss therefore we recommend that you keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with your claim.

## How to get help...

### Claims service

Should you wish to make a claim under the policy please contact Comfort Insurance on 020 8984 0777 within office hours (Monday to Friday 9am to 5pm) or contact us on 0800 707 6872 at any other time.

You must provide any relevant information or help that you are asked for that we need to settle your claim. You must not settle, reject, negotiate or agree to pay any claim without our written permission.

### Changes to your policy

If you have any questions, or want to make any changes to your policy please contact Comfort Insurance on 020 8984 0777

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

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## Useful information about your Caravan Insurance policy

Wherever words or phrases appear in **bold** in this policy, they will have the meanings described in the Definitions section starting on page 7, unless otherwise shown for any policy section.

Please read **your** policy and the **schedule** carefully to make sure that **you** have the cover **you** need. **You** should contact Comfort Insurance immediately if any details are not correct.

Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex, RM9 6UR.

The **schedule** sets out the cover **you** have chosen and **you** may need it if **you** want to make a claim.

### Choice of law

The law of England and Wales will apply to this contract unless:

- a. **you** and **we** agree otherwise; or
- b. at the date of the contract **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### Use of language

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

### Your cancellation rights

**You** have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is the later. If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportionate deduction for the time **we** have provided cover.

## Useful information about your Caravan Insurance policy continued

To cancel, please contact Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex, RM9 6UR.

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

For **your** cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of this policy booklet.

### Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats please contact Comfort Insurance on 020 8984 0777.

### Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** obligations, depending on the type of insurance and the circumstances of **your** claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street London, EC3A 7QU.

# Contract of insurance and Information and changes we need to know about

## The contract of insurance

This policy is a contract of insurance between **you** and **us**.

The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy booklet;
- information contained on 'The information provided by you' document as issued by **us**;
- **your schedule**;
- any **clauses** endorsed on **your** policy, as set out in **your schedule**;
- any changes to **your** caravan insurance policy contained in notices issued by **us** at renewal;
- the information under the heading 'Important Information' which **we** provide to **you** when **you** take out or renew **your** policy.

In return for **you** paying **your** premium, **we** will provide the cover shown on **your schedule** on the terms and conditions of this policy booklet for events happening during the **period of insurance**.

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, and conditions of this policy.

## Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell Comfort Insurance on 020 8984 0777 immediately if there are any changes to the information set out in the 'Information Provided by You' document or on **your schedule**. **You** must also tell **us** immediately about the following changes:

- any intended alteration to, or renovation of **your caravan**,
- any change to the people insured, or to be insured,
- any change or addition to the **caravan contents** or the **caravan** to be insured that results in the need to increase the amounts insured or the limits that are shown on **your policy schedule**,

## The Contract of Insurance and Information and changes we need to know about continued

- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of, a criminal offence.

If **you** are in any doubt, please contact Comfort Insurance on 020 8984 0777.

When **we** are notified of a change, **we** will tell **you** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel **your** policy and refuse to pay any claim, or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

# Definitions

Wherever the following words or phrases appear in **bold** in this policy, they will have the following meanings unless otherwise shown for any policy section.

## Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

## Caravan

The non-motorised touring caravan, or trailer tent as described in **your schedule** (including the original manufacturer installed fixtures and fittings) that;

- You own
- You are buying under a hire purchase agreement
- Is used for touring purposes only

## Caravan Contents

Household items and personal belongings that **you** own or are legally responsible for and that **you** would take with **you** when using **your caravan**.

## Caravanning and camping equipment

Supplementary camping and caravanning equipment including awnings, batteries, gas bottles, generators, refrigerators, security devices, stabilisers, toilets and any other ancillary equipment related to the use of **your caravan**.

## Clauses

Changes to the terms of **your** policy. These are shown on **your schedule**.

## Domestic Employee

A person employed by **you** to carry out domestic duties and not employed by **you** in any capacity in connection with any other business, trade or profession.

## Excess

The amount **you** will have to pay towards each separate claim as shown on **your schedule**.

## Period of Insurance

The period of time covered by this policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

### Schedule

The document which gives details of the cover and **sum insured** limits **you** have under this policy.

### Sum Insured

The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy booklet.

### United Kingdom

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

### We/Us/Our

Aviva Insurance Limited

### You/Your

The person (or people) named on **your schedule**, their domestic partner and members of their family (or families) who are permanently living with them and their foster children who live with them.

# The Cover

## Sections 1 & 2

Under Sections 1 and 2 we will cover **you** for loss or damage to **your caravan, caravanning and camping equipment** and **caravan contents** which occurs during the **period of insurance** and is caused by fire, theft, storm, flood, vandalism or **accidental damage**.

This cover is provided whilst the **caravan** is static or is being towed.

## Section 3

Under Section 3 we will contribute towards the cost of hotel accommodation and alternative caravan hire should **your caravan** become uninhabitable due to an insured event while **you** are on holiday.

## Section 4

Under Section 4 we will contribute to the costs of **you** continuing **your** holiday or returning home if **your caravan** or towing vehicle has a breakdown or accident, or if the drivers in **your** party are unable to drive due to illness or injury.

## Section 5

Under Section 5 we will cover **your** liability to a third party arising from **your** use or ownership of the **caravan**.

Please note that this section only provides cover when the **caravan** is unhitched. Liability while **you** are towing the **caravan** or while it is attached to **your** car should be provided by **your** motor insurance.

## Territorial Limitations

Cover is operative whilst the **caravan** is being used:

- a. within the **United Kingdom**
- b. temporarily within the European Union up to 182 days in any **period of insurance** (including sea crossings).

## Security Requirement

Whenever **your caravan** is left unattended and unhitched from a towing vehicle it should be immobilised or protected against theft by use of one of the following:

- hitchlock
- wheel clamp
- immobiliser

Failure to comply with this requirement may result in **your** claim for theft or attempted theft of the **caravan** not being paid.

## Section 1 – Caravan & Caravanning and Camping Equipment

***Your policy does not cover wear and tear. Please refer to page (1) 'Helpful and useful information about your insurance' for more information.***

### What is Insured

Loss of or damage to:

- the **caravan** structure as described on **your schedule**, and its fixtures, fittings, furnishings and utensils while in the **caravan**;
- **caravanning and camping equipment**.

### Sum Insured Condition

For caravans that are up to 5 years old from the date that they were bought as new, the **sum insured** must be adequate to cover the cost of replacing the property as new as at the commencement date of this insurance or at a subsequent renewal date. However, for caravans over 5 years old, **you** should make an appropriate allowance for wear and tear and loss in value.

If at the time of a loss the **sum insured** is too low, **we** will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear.

### Exclusions – What is not Insured

- Damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by an approved tradesperson.
- Letting for hire or reward, although **we** will cover the **caravan** when it is on loan to family or friends.
- Anything set out in the General Exclusions section of this policy booklet.
- Depreciation, deterioration, manufacturing defects, wear and tear, damage by moth, vermin, mildew, rot, water leakage or any gradually operating process.
- Electrical or mechanical breakdown, failure or damage.
- Damage to tyres, unless caused by an accident to the **caravan**, or vandalism.
- Theft or attempted theft of the **caravan** when left unattended and not attached to the towing vehicle for a period exceeding 8 hours, unless secured by a wheelclamp, hitchlock or immobiliser.

- Theft of fixtures, fittings, furnishings and utensils from the **caravan** while unattended, unless the **caravan** is securely locked and force and violence are used to enter it.
- Theft or loss arising from deception, or from the use of stolen, forged or invalid cheques/drafts/bank notes and the like.
- Repatriation from any country outside of the **United Kingdom**.
- Any loss arising out of the liquidation, insolvency or bankruptcy of a caravan dealer or agent.
- Confiscation or detention by Customs or other officials.
- Business or professional use or letting out on hire.

### Settling Caravan & Equipment Claims

**We** can choose to settle **your** claim by replacing, reinstating, repairing or by payment.

When **we** settle a claim for loss or damage under Section 1, the basis of settlement will be:

- in the event of part loss or damage resulting from any one incident, the reasonable cost of repair or restoration that is not more than the **sum insured** shown on **your schedule**;
- in the event of total loss, **our** liability will not be more than the **sum insured** shown on **your schedule**. If the **caravan or caravanning and camping equipment** is lost, stolen or destroyed within 5 years of the date that they were first sold as new **we** will replace them with new items of the same or similar model and manufacture, or pay the cash equivalent at **our** discretion. **We** will make a deduction for wear and tear and loss in value for **caravans and caravanning and camping equipment** that are over 5 years old;
- if new parts or accessories are needed which are found to be obsolete or unobtainable, liability will be limited to the last known list price of the part or accessory required, along with the appropriate fitting charge.

**We** will also pay:

- a. the reasonable cost of protecting the **caravan** and removing it to the nearest repairer if it cannot be moved because of loss or damage insured under Section 1.
- b. the reasonable cost of storing the **caravan** while it is waiting for repair or disposal.
- c. the reasonable cost of delivering it to **your** address as shown on **your schedule**, after the loss or damage has been repaired.

- d. for damage to the towing ball and bracket of the towing vehicle where the cause of the damage is the **caravan** as noted on **your schedule**. Damage to these items caused by the actions of a negligent third party is not covered.

### **Hire Purchase**

If **we** know **you** are paying for **your caravan** by hire purchase or under a leasing agreement then **we** will do either of the following:

1. If **we** are paying the cost of replacing the **caravan** **we** will pay the proceeds of the claim to the company which **you** are buying or leasing **your caravan** from. If **you** owe less than the proceeds of **your** claim, **we** will pay **you** the difference.
2. If **we** replace the **caravan**, **we** must have the permission of the company **you** are buying or leasing **your caravan** from.

Interest on any outstanding payments is not covered.

## Section 2 – Caravan Contents

***Your policy does not cover wear and tear. Please refer to page (1) 'Helpful and useful information about your insurance' for more information.***

### What is Insured

Loss of or damage to

- Caravan contents contained within the caravan
- Caravan contents and caravanning and camping equipment outside of the caravan provided you are caravanning away from home, up to a maximum of £1,500 with a single article limit of £250.

### Sum Insured Condition

At all times the sums insured must be at least equal to the full cost of replacing the property 'as new', apart from items of 5 years old or more, and clothing and linen, where a deduction should be made for wear and tear and loss in value.

If at the time of a loss the sum insured is too low, we will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear.

### Exclusions – What is not Insured

- Any voluntary or compulsory excess shown on your schedule for each and every claim
- Letting for hire or reward, although we will cover your contents when it is on loan to family or friends
- Anything set out in the General Exclusions section of this policy
- Jewellery, gold, silver, furs, hearing aids, cameras or photographic equipment, binoculars, video cameras and accessories, mobile phones, computers or computer equipment designed to be portable, satellite navigation systems, pagers, computer software, gaming consoles and associated peripherals, games, audio equipment, recording tapes, discs or records, cycles, money, cheques or credit cards, business books or documents
- Theft of caravan contents from awnings (except as mentioned under What is Insured)
- Theft from the caravan not involving forcible or violent entry or exit
- Loss in value

- Loss or damage caused by wear and tear, the process of cleaning, repairing or restoring any item, light, atmospheric conditions, frost, moth, vermin, gradual deterioration, manufacturing defects, mildew, rot, water leakage or any gradually operating process
- Electrical or mechanical breakdown
- Boats and ancillary equipment
- Breakage of sports equipment when in use.

### Settling Contents Claims

We can choose to settle **your** claim by:

- replacing;
- reinstating;
- repairing;
- payment.

If **we** are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by **our** preferred supplier. The most **we** will pay for loss or damage arising out of one incident is the **sum insured** shown on **your schedule** unless otherwise stated.

**We** will not pay for the cost of replacing any undamaged items which form part of a pair, a set, a suite, any other item of a uniform nature, design or colour.

## Section 3 – Hotel and Caravan Hire

### What is Insured

If **your caravan** becomes uninhabitable following an incident insured by Section 1 and **you** are away from home on holiday **we** will contribute towards the cost of:

- a. hotel accommodation and/or hire of another caravan to enable **you** to continue the holiday  
or
- b. if **you** decide instead to abandon the holiday, **we** will pay the cost of recovering the **caravan contents** to **your** home address up to a maximum cost of £200.

Such hotel or hire expenses specified in a. above will also be accepted if the **caravan** is damaged, or stolen before **you** are due to depart on a holiday booked prior to the incident and a repair or replacement cannot be completed by the planned departure date.

### Claims Settlement

The most **we** will pay per day is detailed below and is limited to actual expenses incurred, up to a maximum of 15 days.

Indemnity restricted to the following daily rates:

For **caravan** and **equipment** values between

£5000 – £9000, daily rate = £150;

£9500 – £13500, daily rate = £175;

£14000 and above, daily rate = £225.

## Section 4 – Get You Home Expenses

### What is Insured

If **you** are on holiday with the **caravan** in the **United Kingdom** and the **caravan** suffers an accident or breakdown **we** will cover the cost of:

- a. Removing the **caravan** to the nearest repairer
- b. Hire charges for a similar **caravan** to continue the planned trip, but not exceeding the cover given under Section 3
- c. Storage charges whilst awaiting repair
- d. Rail fares for **you** and **your** party to return home
- e. The cost of returning the **caravan** to **your** home address
- f. If the driver falls ill, and there is no other member of the party capable of driving **we** will pay the cost of d. and e. as defined above.

### Exclusions – What is not Insured

1. Any claim which results from a wilful act by **you** or any member of **your** party.
2. Any expenses following mechanical breakdown caused by lack of oil or water, or frost damage.
3. Any expenses which are covered by **your** motor policy.
4. The cost of repairs to **your** vehicle.
5. The cost of repairs to **your caravan**, unless otherwise covered under Section 1.
6. Any expenses following damage to tyres unless caused by an accident or vandalism.
7. Any expenses following accident, breakdown or illness occurring outside the **United Kingdom**.
8. Any expenses following illness, caused by a pre existing condition.

## Section 5 – Liability to the public

### Your liability to the public

We will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- accidental death, bodily injury or illness;
- accidental loss of or damage to property;

happening during the **period of Insurance** and arising from the ownership or use of **your caravan**.

We will pay:

- Damages or compensation to a Third Party for the injury or damage caused.
- A Third Party's legal costs incurred in claiming compensation from **you** as agreed by **us** or awarded by a court or tribunal.
- **Your** legal costs for defending the claim as agreed by **us** or awarded by a court or tribunal if incurred with **our** prior written consent.
- **You** may request that cover under this section be extended to any named person using **your caravan** with **your** permission. If **we** agree in writing to this request, cover will be extended and the named person must observe, fulfil and be subject to the terms of this section.
- **We** will not pay more than the limit shown on **your schedule** for any one incident.

### What is not insured

We will not cover liability in connection with:

- the **caravan** is attached to the towing vehicle or if it becomes detached when being towed. Please note that this cover should be provided by the insurer of the towing vehicle;
- any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- loss of or damage to property which belongs to **you**, **your** family or is in **your** care;
- any **motorised vehicle**;
- any agreement except to the extent that **you** would have been liable without that agreement;

- **your** trade, business or profession;
- boats, boards and craft designed to be used on or in water, other than:
  - those only propelled by oars or paddles;
  - pedestrian-controlled toys or models;
- deliberate or malicious acts;
- transmission of any communicable disease or virus by **you**;
- dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- death, bodily injury or illness to **you** or **your** family.

#### *Dangerous Dogs Act 1991*

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website ([opsi.gov.uk](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.

Please also see the General Exclusions.

# General Conditions

These conditions apply to all sections of the policy,

## 1. Important Notice – Information we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

If the information provided by **you** is not complete and accurate:

1. **we** may cancel **your** policy and refuse to pay any claim, or
2. **we** may not pay any claim in full, or
3. **we** may revise the premium and/or change any **excess**, or
4. the extent of the cover may be affected.

## 2. Your duty to prevent loss or damage

**You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.

**You** must keep property that is insured under **your** policy in good condition.

**You** must ensure that any gas appliances kept in the **caravan** are subject to an agreed periodical safety check by a competent tradesperson.

**Your** policy is intended to cover **you** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

## 3. Your policy

The following elements form the contract of insurance between **you** and **us**, please keep them in a safe place:

- **your** policy booklet;
- **your** schedule;
- changes to **your caravan** insurance policy contained in notices issued by **us** at renewal.

## 4. Claims

### Your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy, **you** must:

- a) tell the police immediately about any property which has been lost, stolen or damaged by riot or civil commotion or has been maliciously damaged, and get a crime reference number;
- b) contact Comfort Insurance on 020 8984 0777 within office hours (Monday to Friday 9am to 5pm) or contact **us** on 0800 707 6872 at any other time as soon as reasonably possible, and in the case of claims involving damage by riot or civil commotion, not less than 7 days after becoming aware of the damage and provide all relevant information **we** need to settle **your** claim;
- c) do all **you** reasonably can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**;
- d) call Comfort Insurance on 020 8984 0777 within office hours (Monday to Friday 9am to 5pm) or contact **us** on 0800 707 6872 at any other time if **you** receive any information or communication about the event or cause;
- e) avoid discussing liability with anyone else without **our** permission.

### Proof of value and ownership

It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance **we** may require to help with **your** claim

### Our rights

- a) **We** will be entitled, at **our** cost, but in **your** name, to:
  - take legal proceedings for **our** own benefit in respect of the cost of the claim, damages or otherwise; or
  - take over and conduct the defence or settlement of any claim.

**We** will have full discretion in the conduct of any legal proceedings and in the defence or settlement or any claim.

- b) No property may be abandoned to **us**.

## Limit

For any claim or series of claims involving legal liability covered by this policy, **we** will pay:

- a) up to the limit shown on **your schedule** (less any amounts already paid by **us**); or
- b) any lower amount for which **we** can settle **your** claim.

Once **we** have made the payment, **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred before the payment date, or reclaiming any costs and expenses incurred by **us**.

## 5. Fraud

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim.

**We** may also take legal action against **you**.

## 6. Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

## 7. Cancelling this policy

### Your right to cancel

Following the expiry of **your** 14 day statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term.

If **you** do so, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover.

If **you** cancel **your** policy **we** will also charge a fee of up to £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

To cancel please contact Comfort Insurance on 020 8984 0777.

### Our right to cancel

**We** (or any agent **we** appoint and who acts with **our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 7 days' written notice to **your** last known postal address and/or email address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium (including non payment of instalments under an Aviva monthly credit facility). If premiums or instalment payment(s) are not paid when due **we** will write to **you** requesting payment by a specific date. **We** will give **you** at least

14 days' notice in writing if **we** intend to cancel due to non-payment under an Aviva monthly credit facility. If **we** receive payment by the date set out in the letter **we** will take no further action. If **we** do not receive payment by this date **we** will cancel the from the cancellation date shown on the letter.

- Where **we** reasonably suspect fraud.
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests. See the 'Claims' section of the General Conditions in this policy booklet.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the 'Contract of insurance and Information and changes we need to know about' section in this policy booklet and the separate 'Important Information' notices supplied.

If **we** cancel the policy **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such cover, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** cancel the policy **we** will also charge a fee of up to £10.00 (plus Insurance Premium Tax where applicable) to cover **our** administrative costs.

#### Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

When **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

### 8. Your duty to keep to the conditions of this policy

To be covered by this insurance **you** must keep to the terms and, conditions of this policy.

### 9. Joint policyholders

If there is more than one policyholder named on the policy any of them can amend the policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that person's personal representatives (if he or she has died).

# General Exclusions

These apply to all sections of the policy

This policy does not cover:

## 1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

## 2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

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

- a) the use or threat of force and/or violence  
and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and /or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This Terrorism exclusion applies only in respect of the Caravan & Caravanning and Camping Equipment and the Caravan Contents sections of this policy.

### 3. Other Actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

any action taken in controlling, preventing, suppressing or in any way relating to 1) War or 2) Terrorism.

### 4. Radioactivity

Loss, damage or liability which involves:

- a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

### 5. Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

### 6. Pollution or Contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified;
- b. oil leaking from a domestic oil installation at the **caravan**.

### 7. Deliberate or Criminal Acts

Any loss or damage

- deliberately caused by; or
- arising from a criminal act committed by;

**you**, or by any other person living with **you**.

### 8. Events before the cover start date

Loss, damage, injury or liability which occurred before the cover under this policy started.

# Complaints Procedure

## Our Promise of Service

**Our** goal is to give excellent service to all **our** customers but **we** recognise that things do go wrong occasionally. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers' problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback. **We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

## What will happen if you complain

- **We** will acknowledge **your** complaint promptly.
- **We** aim to resolve all complaints as quickly as possible.

Most of **our** customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, **we** will contact **you** with an update within 10 working days of receipt and give **you** an expected date of response.

## What to do if you are unhappy

If **you** are unhappy with any aspect of the handling of **your** insurance **we** would encourage **you**, to seek resolution by contacting Comfort Insurance on 020 8984 0777.

If **you** are unhappy with the outcome of **your** complaint **you** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:  
0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.



Comfort Insurance, Comfort House, 8 Goresbrook Road, Dagenham, Essex RM9 6UR  
Telephone 020 8984 0777 Fax 020 8984 0666 E-Mail [info@comfort-insurance.co.uk](mailto:info@comfort-insurance.co.uk)



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Regulation Authority.

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