



Holiday Park

Insurance Policy



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Holiday Park Insurance

Please read this Document and make certain it is in accordance with your requirements.

The Insured has made and signed a Proposal which shall be the basis of this Contract and has paid the first premium to Underwriters subscribing to the Holiday Park Insurance Contract for Insurance against the risks specified in the Certificate and for the period stated in the Schedule and for such further periods as may be mutually agreed upon with fifteen days grace after expiry for renewal.

The Underwriters will provide insurance in the terms of this Policy subject to the General Exceptions and Conditions. Each Underwriter is separately responsible for his proportions as stated in the Schedule incorporated herein.
General Definition of Underwriters:- AXA Insurance UK plc

Reference no: CG138/PV509581 except where stated against any section to the contrary in the policy schedule.

In witness whereof this Certificate has been signed

By

Authorised signatory

Contact Information:

Towergate Underwriting Holiday Caravans
Towergate House, St Edward's Court, London Road, Romford, Essex RM7 9QD.
Telephone: 01708 777740 Facsimile: 01708 777741

Towergate Underwriting Holiday Caravans is a trading name of Towergate Underwriting Group Limited. Registered Office: Towergate House, 2 County Gate, Staceys Street, Maidstone, Kent ME14 1ST. Registered in England No. 4043759. Authorised and regulated by the Financial Services Authority

Underwritten by:

AXA Insurance UK plc. Registered Office: 5 Old Broad Street, London EC2N 1AD.
Registered Number: 78950. Main business: Insurance Underwriters.

AXA Insurance UK plc is Authorised and regulated by the Financial Services Authority (the FSA).

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to The Law of England and Wales.

Complaints Procedure

We care about the service that **We** provide for **Our** customers, and **Our** staff make every effort to maintain as high a standard as possible. Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know.

Any enquiry or complaint should be addressed in the first instance to:

Towergate Underwriting Holiday Caravans, Towergate House, St Edward's Court, London Road, Romford, Essex RM7 9QD.
Telephone : 01708 777740 Fax: 01708 777741.

If **You** are not satisfied with the way the complaint has been dealt with **You** may contact the AXA Head of Customer Care to review **Your** case without prejudice to **Your** rights in law. The address is: 7th Floor, Civic Drive, Ipswich IP1 2AN or telephone: 01473 205926 fax: 01473 205101. Or you may use email customer-care@axa-insurance.co.uk.

If **We** have given **You** our final response and **You** are still dissatisfied **You** may refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about General Insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Telephone: 0845 080 1800 Fax: 020 7964 1001.

Definition of an Eligible Complainant

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

Compensation

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

Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim. In all other cases 100% of first £2000 and 90% of remainder of the claim.

General Definitions

This Certificate applies to Structures and/or Contents as described in the Schedule: -

1. **Structures** – comprise static caravans lodges or chalets used for leisure, recreation or holiday purposes only including all fixtures, fittings and furnishings supplied by the manufacturer and normally included in the standard / list price, service connections, storm anchoring equipment, skirting, chests, steps, decking, veranda, ancillary domestic outbuildings, landscaping and boundary fences.
2. **Contents** – comprise all contents of the Structures other than
 - (i) clothing and personal effects normally, more specifically and properly insured under the Owners permanent/main residence policy.
 - (ii) jewellery, furs, gold, and silver articles, cash, guns and contact lens.
 - (iii) motor vehicles and accessories thereof, watercraft, outboard engines and livestock/pets.

Contents includes antiques, paintings and objets d'art normally kept permanently in the Structures not exceeding 15% of the full value of contents and gas cylinders whilst outside the Structures.

Section 1 Structures

"All Risks" of physical loss or damage to the structure(s) as more fully described in the Schedule hereto, occurring during the period of insurance by any cause not hereafter excepted.

Extensions

- (A) In addition, the Underwriters will pay for loss of rent receivable or irrecoverable pitch fees paid by the owner, or costs of alternative self catering holiday accommodation, incurred with Underwriters agreement, should the Owner and/or family that permanently reside with him/her be unable to take up a pre-arranged holiday in the insured holiday home when the Structure cannot be reasonably occupied because of insured loss or damage during the period of Insurance; maximum payments in this connection will not exceed 10% of the Structure sum insured.
- (B) Accidental damage occurring during the period of insurance for which the Insured is responsible to gas, water pipes, drains, sewage, telephone and electricity cables from the Insured structure(s) to the public mains.
- (C) Accidental breakage of fixed glass forming part of the Structures or of fixed wash basins, splashbacks, pedestals, baths, sinks, shower trays, bidets, lavatory pans and cisterns.
- (D) Reasonable re-siting and redelivery charges following an insured claim under this Insurance, not exceeding 10% of the sum insured of the structure(s) as applicable.




Section 2
Contents

“All Risks” of physical loss or damage to the contents of the structure(s) as more fully described in the Schedule hereto occurring during the period of insurance by any cause not hereinafter excepted.

Extensions

- (A) All Risks of physical loss or damage to television sets, hi-fi equipment, videos, radios and the like belonging to the Insured or for which he is legally responsible occurring during the period of insurance by any cause not hereinafter excepted. The insurance being extended to include such equipment within any structure or building at the Insured Premises, or when being moved by the Insured subject to the additional exclusion of damage caused by the fixing, repairing or dismantling of such equipment.
- (B) Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture (other than television and radio apparatus) whilst in any Structure.
- (C) Compensation for Death of the Insured – The insurance by this Section extends to include compensation for death of the Insured. The Underwriters will pay the sum of £5,000 if the Insured or the spouse of the Insured is fatally injured in any Structure by fire or by outward and visible violence caused by thieves provided:
 - (i) death occurs within twelve calendar months of such injury and
 - (ii) the age of the person or persons shall not exceed seventy at the time of suffering such injury.
- (D) The costs payable for replacing locks to doors and/or windows in the structure following theft or loss of keys not exceeding £500 in all.



General Extensions to Section 1 Structures and Section 2 Contents

Architects and Surveyors Fees

The insurance by this Section extends to include an amount in respect of Architects' and Surveyors' Fees necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of professional charges of the Royal Institute of British Architects and/or of the schedule of professional charges of the Royal Institution of Chartered Surveyors and that the liability for such destruction or damage and fees shall not exceed in the aggregate the Structure Sum Insured.

Local Authorities Clause

The insurance by this Section extends to include such additional costs of reinstatement of the destroyed or damaged Property Insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority provided that:

- (A) the amount recoverable under this Extension shall not include:
 - (i) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - in respect of destruction or damage occurring prior to the granting of this Extension
 - in respect of destruction or damage not insured by this Section
 - under which notice has been served upon the Insured prior to the happening of the destruction or damage
 - in respect of undamaged property or undamaged portions of property
 - (ii) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
 - (iii) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
- (B) the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Underwriters may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Underwriters under this extension not being thereby increased.



- (C) the total amount recoverable under this Section shall not exceed the Structure Sum Insured.
- (D) all the conditions of the Certificate except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

Removal of Debris

The insurance by this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Underwriters in removing debris, dismantling and/or demolishing, shoring up or propping of the portion or portions of the structure destroyed or damaged by the Risks Insured. The liability of the Underwriters under this Extension and the Certificate in respect of any item shall in no case exceed the Structure Sum Insured.

Basis of Claims Settlement

Amount Payable and Adequacy of Sum Insured – Structures

In the event of loss or of destruction of or damage to any Structure or part thereof caused by the Risks Insured the Underwriters will pay the full cost of replacement payable by the owner (including suppliers' profit) without any deduction for age, wear, tear or depreciation.

Provided that:

- (1) the Structure is maintained in good repair
- (2) the Sum Insured at the time of the claim is not less than the current cost of replacing with new including cost of site clearance, delivery and re-siting.
- (3) the Insured actually incurs the cost of and replaces the damaged Structure.

In the event of provisions (1), (2) or (3) not being complied with the Underwriters will only pay the cost of repair or replacement after allowance has been made for age, wear and tear and depreciation of the part of the Structure lost, destroyed or damaged up to but not exceeding the Sum Insured.

Should any Structure be of greater value than the selected Sum Insured at the occurrence date of any loss destruction or damage then the Insured shall be considered to be his own Insurer for the difference and shall bear a proportional share of the claim costs accordingly.

Amount Payable and Adequacy of Sum Insured – Contents

In the event of loss of or destruction of or damage to any article (other than household linen and/or clothing) insured under this Certificate caused by the Risks Insured the basis of settlement shall be the cost of replacing the article irrespective of the age of the article at the time of loss.

Provided that:

- (1) the Sum Insured on Contents at the time of claim is not less than the current cost of replacing them with new.

- (2) the replacement article is subsequently the same as but not better than the original article when new

- (3) the Insured actually incurs the cost of and replaces the lost or damaged article.

In the event of provisions (1), (2) or (3) not being complied with the Underwriters' Liability will be limited to the cost of repair or replacement after allowance has been made for age, wear, tear and depreciation up to but not exceeding the Sum Insured.

Should the Contents of any Structure be of greater value than the selected Sum Insured at the occurrence date of any loss, destruction or damage then the Insured shall be considered to be his own Insurer for the difference and shall bear a proportional share of the claim costs accordingly.

Average

If the value of the Structure and/or Contents at the commencement of any destruction of or damage to such Structure and/or Contents by all risks of physical loss or damage as herein defined be greater than the Sum Insured hereon then the Insured shall be considered as being his own Insurer for the difference and bear a rateable proportion of the loss accordingly. Every item, if more than one, of this Insurance shall be separately subject to this condition.

Automatic Reinstatement

Payment in respect of any claim under this Certificate shall not reduce the Insurance hereby. In consideration of which, the Insured shall pay pro rata additional premium from the date of the loss until expiry calculated on the amount of the loss paid. Underwriters agree to waive the additional premium hereunder where the claim paid does not exceed £5,000.

If any difference shall arise as to the amount to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters.

Employers Liability Insurance

Exceptions – Sections 1 and 2

The Underwriters shall not be liable in respect of: -

- (1) The first £25.00 of each and every claim. For the purposes of this exclusion each Caravan, Chalet or Lodge shall be considered as a separate risk whether or not they be in common ownership
- (2) Loss or damage the result of normal settlement or shrinkage or gradual deterioration, depreciation, wear and tear which shall include seepage of water through seams or seals.
- (3) The cost of maintenance and normal redecoration, damp, wet or dry rot, mildew, fungus, moth, rust, and staining of carpets or rugs other than as a result of storm, tempest, flood, burst pipes or water damage following fire.
- (4) Loss or destruction of or damage to awnings or toilet tents, detached steps, landscaping, fencing, gates, hedges and the like as a result of storm or tempest.
- (5) Mechanical or electrical breakdown or derangement, atmospheric or climatical conditions, deterioration or any process of cleaning, dyeing, restoration or repair.
- (6) As regards television sets, hi-fi equipment, videos, radios and the like loss or damage by self heating, short circuiting, excessive pressure, electrical or mechanical breakdown unless caused by accidental external means.
- (7) Breakage of glass (other than as defined under Section 1 Extension (C) or Section 2 Extension (B) or articles of a brittle nature overwinding, denting or internal damage of clocks or watches.)
- (8) Loss of or damage to contact lenses
- (9) Loss or destruction of or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:-
 - (A) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal.
 - (B) any of the perils listed in (A) above which itself results from pollution or contamination.

THE UNDERWRITERS AGREE that if any person under a contract of service or apprenticeship with the Insured (hereinafter called "an Employee") shall while employed in or temporarily outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands sustain bodily injury or disease caused during the Period of insurance and arising out of and in the course of his employment by the Insured in the Business described in the Schedule.

THE UNDERWRITERS WILL, subject to the terms and provisions contained herein or endorsed hereon

- (A) Indemnify the Insured against liability at law for damages and claimant's costs and expenses in respect of such bodily injury or disease,

PROVIDED THAT in respect of bodily injury or disease sustained by an Employee while temporarily employed outside Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands the action for damages is brought against the Insured in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

- (B) Where any contract or agreement entered into by the Insured with any party (hereinafter called "the Principal") so requires
1. indemnify the Insured against liability arising in connection with and assumed by the Insured by virtue of such contract or agreement.

or

2. indemnify the Principal in a like manner to the Insured in respect of the Principal's liability arising from such contract or agreement.

but only so far as concerns liability as defined in this Insurance to an Employee of the Insured **PROVIDED THAT** in respect of the indemnities granted under clause (B)



- (i) the indemnity to the Principal shall not apply to a greater extent than the indemnity given by the Insured necessitates.
- (ii) the Underwriters shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (iii) the Insured shall have arranged with the Principal for the conduct of all claims to be vested in the Underwriters.
- (iv) the Principal shall as though he were the Insured observe, fulfil and be subject to the terms and provisions of this Insurance in so far as they can apply.

The Indemnity limit hereunder is deemed to be inclusive of all costs and expenses.

Payment of Other Costs and Expenses

The Underwriters will also pay

- (A) all other costs and expenses incurred with their written consent in connection with any claim covered by this insurance.
- (B) The Solicitor's fee for representation of the Insured at
 - (i) any coroner's inquest or inquiry in respect of any death
 - (ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or disease, incurred with their written consent and which may be the subject of indemnity under this Insurance.

Compulsory Insurance Clause

The indemnity provided by this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or on offshore installations in territorial waters around Great Britain and its Continental Shelf. But the Insured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law.

Definitions

The Insured shall include

- (A) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured.
- (B) If the Insured so requests

- (i) any director or executive or employee of the Insured
- (ii) any officer or member of the Insured's social sports or welfare organisation or first aid fire or ambulance services in his respective capacity as such

Provided that such persons shall observe, fulfil and be subject to the terms and provisions of this Insurance in so far as they apply.

For the purposes of this Insurance

- (A) labour masters and persons supplied by them
- (B) persons employed by labour only sub-contractors
- (C) persons offering their services on a labour only basis

working for the Insured in connection with the Business described in the Schedule shall be deemed to be employed by the Insured under a contract of service or apprenticeship.

- (D) the Business shall include the provision and management of canteen social sports and welfare organisations for the benefit of Employees and first aid fire and ambulance services.

Claims Provisions and Procedures

1. the Insured shall give notice in writing to the Underwriters as soon as possible after the occurrence of any injury or disease (to which this Insurance relates) with full particulars thereof. Every letter claim writ summons and/or process shall be notified or forwarded to the Underwriters immediately on receipt.

Notice shall also be given in writing to the Underwriters immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any accident or disease for which there may be liability under this Insurance.

2. No admission offer promise payment or indemnity shall be made or given on behalf of the Insured without the written consent of the Underwriters who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim, or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may require.



Section 4 Public Liability

The Underwriters will, subject to the following terms, conditions and exclusions and any memoranda endorsed hereon, indemnify the Insured or any hirer against all sums which they shall become legally liable to pay as damages consequent upon: -

- (A) accidental death of, or bodily injury to, or illness contracted by any one person.
- (B) Accidental loss of or damage to property

occurring during the Period of Insurance, subject to the Indemnity Limit stated in the Schedule hereto caused by or through or in connection with the Structure including outbuildings and including the relative plot thereto.


The Underwriters will indemnify the Insured in respect of all-legal costs and expenses incurred with the written consent of the Underwriters in the defence of any claim. The Indemnity limits hereunder are deemed to be inclusive of all costs and expenses.

Defective Premises Act 1972 Extension

In so far as this insurance indemnifies the Insured against liability at law for damages in respect of accidental bodily injury to Third Parties or accidental damage to the property of Third Parties the insurance shall apply to liability incurred by the Insured by virtue of section 3 of the Defective Premises Act 1972, or any amendment thereto, in connection with premises which have been disposed of by the Insured.

The Underwriters shall not be liable under this Extension

- (1) in respect of any such injury or damage happening prior to such disposal
- (2) for the cost of remedying any defect or alleged defect which

- 
- (a) results or
 - (b) if not remedied may result
- in accidental bodily injury or accidental damage to property as aforesaid.
- (3) if the Insured is entitled to indemnity from any other source.



Section 5 Personal Liability


The Underwriters will, subject to the following terms, conditions and exclusions and any memoranda endorsed herein, indemnify for Bodily Injury by accident or disease or damage to property happening during the period specified in the Schedule for which legal liability may attach to the owner(s) of the Structure(s) as herein defined, and/or any member of his/her family and/or any one to whom the said Structure(s) may be lent or hired in respect of accidents occurring in or about the said Structure(s) but only whilst the said owners and/or his/her family and/or the person to whom the Structure(s) has been lent or hired are resident at the Insured Site always provided that the Underwriters shall not be liable hereunder for claims arising out of the ownership, possession or operation of:-

- (A) any aircraft or watercraft, other than manually operated rowing boats, punts or canoes;
- (B) any animal other than cats, dogs or horses.

The liability of the Underwriters under this Insurance for all damages payable in respect of any one claim or series of claims arising out of any one occurrence or all occurrences of a series consequent upon or attributable to any one source or original cause shall not exceed the limit of liability specified in the Schedule but otherwise shall be unlimited in the aggregate in respect of all claims occurring during any period of insurance.

The Underwriters will, indemnify the Insured in respect of all Legal Costs and Expenses incurred with the written consent of the Underwriters in the defence of any claim.

The following Cross Liabilities Clause applying to – Sections 4 and 5 is deemed to be incorporated herein as follows:



Where more than one party comprises “the Insured” each of the parties shall for the purpose of this insurance, be considered as a separate and distinct unit and the words “the Insured” shall be considered as applying to each party in the same manner as if a separate Certificate had been issued to each of the said parties and the Underwriters hereby agree to waive all rights of subrogation or action which the Underwriters may have or acquire against any of the said parties arising out of any accident in respect of which a claim is made under the Certificate.

Provided that nothing in this Clause shall be deemed to increase the Limit of the Underwriters’ liability in respect of any one occurrence or series of occurrences stated in this Certificate.

The following Memorandum is deemed to apply: -

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the total liability of the Underwriters under Sections 4 and 5 of this Insurance for all damages payable in respect of any one claim or series of claims arising out of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed £2,000,000. The Indemnity limits hereunder are deemed to be inclusive of all costs and expenses.



Exceptions to Section 3 Employers Liability, Section 4 Public Liability and Section 5 Personal Liability

The Underwriters shall not be liable in respect of: -

1. death, bodily injury or illness sustained by any person under a contract of service or apprenticeship with the Insured and arising out of or in the course of the employment by the Insured. (Applies to Sections 4 and 5 only)
2. loss of or damage to property belonging to or occupied by the Insured or in the care custody or control of the Insured or any employee, other than the personal effects of employees or visitors to any Structure or any Structure or any claims arising in consequence of such loss or damage.
3. Death, bodily injury or illness, or loss of or damage to property:-
 - (a) arising out of the ownership, possession or use, of any mechanically propelled vehicles when such vehicles are being used in such circumstances which would require insurance or security to be effected by reason of any road traffic legislation or regulation.
 - (b) directly or indirectly caused by any ship, vessel, craft or aircraft or arising out of any work done therein or thereon
 - (c) arising out of any goods, products or their containers, sold supplied, manufactured, altered repaired or serviced by the Insured and no longer in the Insured's possession or control or arising out of food or drink poisoning or foreign or deleterious matter in food or drink other than food or drink for consumption on the Insured's premises.
 - (d) in respect of breach of professional duty arising out of the exercise of any calling or vocation
 - (e) if such liability attaches by virtue of an agreement but which would not have attached in the absence of such agreement
4.
 - (a) Bodily Injury or loss of damage to or loss of Property directly or indirectly caused by seepage pollution or contamination provided always that this exception shall not apply to liability for Bodily Injury or loss of or physical damage to or destruction of Property or loss of use of such Property damaged or destroyed where such seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance.
 - (b) The cost of removing nullifying or cleaning up seepage polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the Period of Insurance.
 - (c) Fines penalties punitive or exemplary damages

5 Cyber Liability exclusion

In respect of Section 4 Public and Products Liability, this Policy will not indemnify the Insured for any sums for which the Insured is/ or becomes liable to pay as a result of any claim(s) made against the Insured or for any associated defence costs or expenses of any kind, from any liability arising, directly or indirectly, out of :

a) loss of, alteration of, or damage to

or

b) a reduction in the functionality, availability or operation of

a computer system or programme, hardware, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment as a result of the Insured's e-activities.

For the purpose of this exclusion, e-activities means any use of electronic networks, including the internet and private networks, intranets, electronic mail, worldwide web and similar medium carried out by the Insured or by any person, persons, partnership, firm or company acting for the Insured or on the Insured's behalf.

- 6 Liability directly or indirectly arising out of resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.



General Exceptions Sections 1 to 5

The Underwriters shall not be liable for: -

1. **Any claim hereunder of whatsoever nature directly or indirectly caused by or occasioned by or happening through or in consequence of**

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel.
- b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

2. **Claims recoverable under or indemnified by any other insurance in force at the time of the loss or damage or occurrence.**

3. **Date Change Exclusion – Property/Liability**

This Policy does not provide cover in respect of any: -

- 1) loss or destruction of or damage to property or any loss or expense resulting or arising from such damage or any other consequential losses sustained by the Insured and/or
- 2) liability for damages attaching the Insured or any associated costs relating thereto directly or indirectly caused by or contributed to by or consisting of or arising from: -

the failure at any time of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether the property of the Insured or not, to: -

- (a) recognise correctly or treat any date as its true calendar date and/or
- (b) capture save retain process manipulate or interpret correctly any date information command or instruction as a result of
 - (i) its failing to treat any calendar date as its true date or
 - (ii) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture save retain or process correctly such data at any time

but provision (1) shall not exclude subsequent loss or destruction of or damage to property or consequential loss not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out

workers, persons taking part in labour disturbances, malicious persons (other than thieves), earthquake, storm, flood, subsidence, escape of water from any tank apparatus or pipe (including sprinkler installations), theft or impact by any road vehicle or animal where such loss, destruction, damage or consequential loss is insured by the policy.

Where cover is in force, this exclusion shall not apply to the Employers' Liability. Personal Accident or Theft by Employees sections of the policy.

4. **War and Terrorism**

Any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through of in consequence of

- a) War invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of property by or under the order of any Government or public or local authority Terrorism or any action taken in controlling preventing suppressing or in any way relating to any of the above

and in respect of all Sections

- b) riot civil commotion and (except in respect of Damage by Fire and Explosion) and strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland.

Definition

For the purpose of this Policy Terrorism means an act or acts (whether threatened or actual) of any person or persons whether acting alone or on behalf of or in connection with any organisation or government with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence or involving the causing or occasioning or threatening of harm injury or damage of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

In any action suit or other proceedings where the Underwriters allege that by reason of this definition any claim hereunder is not covered by the Policy the burden of proving that such claim hereunder is covered shall be upon the Insured.

This exception applies to all Sections of this Policy other than Section 4 – Employers Liability to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees.



Special Conditions Section 1 to 5

5 **Sonic Bangs**

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

6 **General Exception – Electronic Data**

Damage or consequential Loss directly or indirectly occasioned by or happening through or in consequence of Computer Virus(es) or from erasure or corruption or alteration of Electronic Data.

Definitions

Computer Virus is a corrupting instruction that propagates itself via a computer system or network.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

7 **Loss in value of any property following repair or replacement.**

8 **Pollution**

(i) Pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring, and

(ii) All loss, damage or injury directly or indirectly caused by such pollution or contamination.

9 **Any loss (including loss of value) of or damage to the land or any part of the land.**

1. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Certificate shall become void and all claims hereunder shall be forfeited.
2. The Insured shall use his best endeavours to obtain names and addresses of all witnesses of any loss covered under this Certificate. In the case of loss or damage by theft or any attempt thereat the Insured shall give immediate notice to the Police and take every reasonable step to trace persons causing such loss and for the prosecution of the thieves.
3. The Insured shall take all reasonable and proper precautions to prevent injury, loss or damage and shall comply with all statutory obligations and Byelaws and shall maintain all structures, furnishings and equipment in sound and safe condition.
4. In the event of any Structure being left without an inhabitant between the 1st October and 31st of March, Insurance against risk of loss or damage caused by bursting or over-flowing of water tanks and/or apparatus and/or pipes shall be suspended unless the water has been turned off at the mains and all equipment drained to the fullest extent possible so far as is permitted by the competent authority or proof given to Underwriters satisfaction of some other continuous and effective precaution having been taken to prevent such loss or damage while any structure was unoccupied.
5. In the event of any Structure being left without an inhabitant for more than 15 consecutive days the insurance by this policy excludes loss damage and liability arising from gas cylinders at the Structure unless the gas cylinders are securely chained to the exterior of the Structure or placed within securely locked and approved exterior storage sheds or fixed containers elsewhere on the park.
6. This Certificate shall be voidable in the event of misrepresentation, misdescription, or non-disclosure in any material particular.
7. If any loss, destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Certificate shall be forfeited.
8. This Certificate may be cancelled by or on behalf of the Underwriters by 30 days notice given in writing to the Insured at his last known address and a premium hereon shall be adjusted on the basis of the Underwriters retaining pro rata premium. Notice shall be deemed to be duly received in the course of post if sent by pre paid letter post properly addressed.
9. The due observance and fulfilment of the Terms and Conditions of this Certificate in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any Liability of the Underwriters to make any payment under this Certificate.
10. The Certificate, Schedule and Endorsements shall be read together as one Contract and any word or expression to which a specific meaning has been attached to any part of the Certificate or of the Schedule or of the Endorsements shall bear the same meaning wherever it may appear. Furthermore, the proposal and/or the particulars in writing by which the Insured may have applied to the



Underwriters for an Insurance in the terms stated in the Certificate and which the Insured has agreed shall be the basis of this Contract shall be held to be incorporated herein.

11. The Insured shall give notice to the Underwriters of any material alteration in the nature of the risk or any circumstances affecting the risk and until the Underwriters be advised of such alteration, or circumstance, and shall have expressly agreed in writing to accept liability for such altered risk and the additional premium (if any) shall have been paid, the Underwriters shall not be liable in respect of any accident or injury due altogether or in part to any such alteration or circumstance.
12. **Making a Claim**

The Insured shall immediately after the occurrence of any injury, loss or damage give notice in writing with full particulars thereof to the Underwriters.

Every letter, claim, writ, summons or process shall be notified or forwarded to the Underwriters immediately upon receipt. Notice shall also be given in writing to the Underwriters immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any accident for which there may be a liability under this insurance. So far as is reasonably practicable, no alteration or repair shall without the consent of the Underwriters be made to the Structure or its contents which are directly or indirectly connected with the occurrence until the Underwriters shall have had the opportunity of examining the same.
13. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled if it is so desired to take over and conduct in the name of the Insured the Defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Underwriters may require.
14. The Underwriters may pay to the Insured the maximum sum payable hereunder (but deducting therefrom in such case any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and the Underwriters shall thereafter be under no further liability except for the payment of costs and expenses (whether recovered from the Insured by any Claimant or incurred with the written consent of the Underwriters) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which the Underwriters may be responsible hereunder.
15. **Several Liability Notice**

The subscribing Underwriter's obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscription of any co subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

Additional Clauses

(Applicable only if Stated on the Schedule of this Insurance)

- C.1 Notwithstanding anything contained in Exceptions – Sections 1 and 2 the Insured shall bear the first £50 in respect of all water damage losses howsoever caused and all wind damage losses. Subject otherwise to the terms, conditions, limitations and exclusions contained in this Insurance.
- C.2 Alterations and Amendments to the Schedule of Specified Structures or Contents

The Insured will declare in writing within 7 days from the end of each calendar month or as otherwise endorsed hereon any amendments required to the Schedules of Property Insured or to the Sums Insured as notified to him during the preceding month and shall pay the resultant additional premium or receive the resultant return premium arising therefrom.
- C.3 The Total Sums Insured shown under Section 1 Structures and Section 2 Contents are deemed to be subject to the declarations as lodged.
- C.4 Section 1 – Structures and Section 2 – Contents, Exceptions – Sections 1 and 2 (1) is restated as follows:

The Underwriters shall not be liable in respect of the first:
£50 of each and every claim.

This exclusion applies separately to each and every Structure and/or the Contents therein.
- C.5 Section 1 – Structures and Section 2 – Contents, Exceptions – Sections 1 and 2 (1) is restated as follows:

The Underwriters shall not be liable in respect of the first:

 - (i) £100 in respect of loss or damage by flood
 - (ii) £25 in respect of loss or damage by any other cause

This exclusion applies separately to each and every structure and/or the contents therein.



General Conditions

These conditions apply to the whole policy.

Cancellation

Your policy may be terminated, at any time, and for any reason, either by:

- you giving notice in writing, or
- ourselves, giving seven days' notice in writing to your last known address

Short period rates to apply to any mid term cancellation, other than for reasons of sale of property or death of insured where a pro rata refund of premium applies.

- Up to 2 months from inception or renewal: 25% of annual premium
- Up to 3 months from inception or renewal: 35% of annual premium
- Up to 4 months from inception or renewal: 40% of annual premium
- Up to 5 months from inception or renewal: 50% of annual premium
- Up to 6 months from inception or renewal: 60% of annual premium
- Up to 7 months from inception or renewal: 65% of annual premium
- Up to 8 months from inception or renewal: 75% of annual premium
- After 8 months from inception or renewal: 100% of annual premium

Please note in the event of a claim during the Period of Insurance, there will be no refund of premium due.

Towergate Underwriting Holiday Caravans is a trading name
of Towergate Underwriting Group Limited
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