

Important: Please read and keep it safe

# Sunset Insurance Policy





## Introduction

Welcome to **Our** Sunset policy.

This document, the **Schedule**, any statement of fact or proposal and any endorsements set out the terms of the contract between **You** and **Us**. Please read the policy, **Schedule** and any endorsements to make sure they provide the cover **You** require. If they are not correct, or do not meet **Your** needs, please immediately return this policy document to the person who arranged this insurance for **You**.

The **Schedule** sets out the sums insured (the amount of cover **You** have) and the sections of the policy which apply. If **Your** insurance needs to be changed during the **Period of Insurance** please let **Us** know as soon as possible. **You** must tell **Us** about any changes which affect the circumstances of the **Caravan**. If **You** don't **Your** policy may not be valid. **Your** policy is designed to be amended easily and **We** will issue a new **Schedule** or endorsement each time the policy is altered.

**You** must also tell **Us** if at any time the sums insured shown in the **Schedule** are insufficient. Following a claim **We** can make a cash payment, carry out the necessary repairs, or replace the item.

Before **You** accept **Our** policy, **You** have 14 days to review **Your** policy wording and consider its full terms. If **You** are not totally happy with the policy and have not made a claim, simply write to **Us** at the address on the back cover requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

## Our agreement

In return for **Your** premium **We** will insure **You** during the **Period of Insurance**, under the terms set out in this policy document, the **Schedule** and any endorsement **We** have issued.

### **This policy is underwritten by AmTrust Europe Limited**

Please keep **Your** policy wording in a safe place. **You** may need to read it if **You** need to make a claim or if **You** need help.

## AmTrust Europe Limited

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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## Definitions

Certain words in this policy wording have special meanings. These meanings are given below: To help **You** identify these words in the policy, **We** have printed them in bold type throughout.

### Administrator

Comfort Insurance is a trading name of Victor Millwell Insurance Agency Ltd, who are authorised and regulated by the Financial Conduct Authority.

### Caravan(s)

The structure of the touring caravan described in the **Schedule** together with an awning, fixed motor mover, fixtures and fittings included in the manufacturer's original specification or supplied with the touring caravan or fitted by the manufacturer at a later date.

### CaSSOA

The Caravan Storage Site Owners' Association.

### Contents

All accessories which are owned by **You** or are **Your** responsibility and **You** would take with **You** when using **Your Caravan** including pedal cycles and portable motor movers excluding **Money** and **Valuables**.

### Geographical limits

United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands) and for any period of no more than 240 days in any one **Period of Insurance** - the European Union, Norway and Switzerland.

### Home

Within the boundaries of **Your** permanent place of residence or **Your Immediate Family's** permanent place of residence but excluding communal parking areas and any public road or highway.

### Immediate family

Spouse, partner, mother, step-mother, father, step-father, son, step-son, daughter, step-daughter, brother, step-brother, sister, step-sister, grandmother and grandfather, aunts and uncles.

### In Use

When **You** or **Your Immediate Family** are using or visiting **Your Caravan** for holiday purposes or when the **Caravan** is attached to a towing vehicle. This includes a 24 hour period immediately prior to and returning from **You** or **Your Immediate Family** using or visiting **Your Caravan** for holiday purposes provided the **Caravan** is kept at **Your Home** during this 24 hour period. Please note the policy definition of **Home** excludes communal parking areas and public roads or highways.

### Money

Cash, bank or currency notes, cheques, money and postal orders, postage stamps, savings stamps and savings certificates, premium bonds, luncheon vouchers, traveller's cheques, phone cards, season tickets, gift tokens or vouchers, documents, promotion vouchers and air-miles vouchers.

### Period of insurance

The period of time covered by the policy as shown in the **Schedule**.

## **Permanent residence**

Any **Caravan** not occupied by **You** or **Your Immediate Family** for holiday purposes, but occupied as a main domestic residence whether temporary or permanent.

## **Schedule**

The document **We** give **You** which makes the policy valid and shows **Your** name, details of **Your** address, the **Caravan**, the sums insured, the **Caravan Storage Address** and the policy number.

## **Storage Address**

**Your Home** or an address **You** have given **Us** and which **We** have accepted.

## **Unattended**

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

## **Valuables**

Any article made from precious metals, china, glass, porcelain, jewellery, fur, watches, video or photographic equipment, computers (including laptops and tablet computers), binoculars, telescopes, phones, pictures, works of art, antiques, stamp, medal and coin collections, sports equipment and portable audio equipment.

## **We, Us, Our, Company**

AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham  
NG1 6FG

Tel: 0115 941 1022

Fax: 0115 941 1316

Email: [nottingham@amtrusteu.co.uk](mailto:nottingham@amtrusteu.co.uk)

Registered Number: 1229676

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **You, Your, Policyholder**

The person(s) named in the **Schedule**.

# Policy Cover

## Section 1

**We** will cover **You** against loss or damage to the **Caravan** and its **Contents** caused by an insured peril which happens within the **Geographical Limits**.

### Insured perils

1. Fire, explosion, lightning and earthquake;
2. Storm or flood;
3. Accidental damage;
4. Malicious acts or vandalism;
5. Theft or attempted theft.

### Excluding

- a. Theft of **Contents** whilst outside the **Caravan**;
- b. Theft of or loss or damage to **Money**, firearms, wines, spirits and tobacco goods, caravan generators or **Valuables**;
- c. Theft of or loss or damage to the **Caravan** while the **Caravan** is not **In Use** unless it is kept at **Your Home** or at a **Storage Address You** have written and told **Us** about and which **We** have accepted;
- d. Theft of or loss or damage to the **Caravan** while **In Use**, if left in communal parking areas, or on public roads or highways;
- e. Theft of **Contents** unless there is evidence of forcible or violent entry or exit to or from the **Caravan**;
- f. Theft of electronic or electrical equipment whilst left in the **Caravan** when it is not **In Use**;
- g. Accidental damage to **Contents** and **Valuables**;
- h. **We** will not pay for loss or damage to caravan generators or damage to the **Caravan** resulting from using generators.

### Additional Extensions

**We** will pay the extra costs of the following after loss or damage insured by this policy.

#### a. Emergency removal

If **Your Caravan** cannot be moved as a result of loss or damage while **In Use**, **We** will pay the extra costs **You** have to pay to:

1. Recover the **Caravan** from the scene of a road traffic accident;
2. Remove the **Caravan** from the premises of a recovery company to the secure premises of a repairer **We** have agreed;
3. Re-deliver the **Caravan** to **You** at **Your Home** or **Storage Address** as shown in the **Schedule**.

#### b. Loss of use

If **You** cannot stay in **Your Caravan** as a result of loss or damage while **In Use**, and **You** decide to continue with **Your** holiday, **We** will pay the extra costs **You** have to pay for:

1. Hotel accommodation costs (not including food and drink) up to £75 a day for up to 14 days; or
2. Hire costs for a replacement caravan up to £75 a day for up to 14 days.

#### c. Additional contents cover

When the **Caravan** is **In Use** only, as long as the sum insured is enough to cover the **Contents**, **We** will cover outside furniture kept in an awning.

## Section 2 - Public liability

**We** will insure any amounts which **You** legally have to pay for causing accidental bodily injury, death or disease, accidental loss or damage to property arising out of **You** owning, possessing or using the **Caravan** or the **Contents** which happens within the **Geographical Limits**.

**We** will also insure defence costs **You** pay or agree to pay with **Our** permission as well as the limit of liability for this section. **We** will cover **Your** personal representatives entitled to cover under this section for any liability **You** or they may have. However **You** and they must keep to the terms, conditions and exclusions of this section.

**We** will also cover **You** or **Your Immediate Family** for any legal liability as owner or occupier of the caravan to compensate others if, following an accident during the **Period of Insurance**, someone dies, is injured, falls ill or has their property damaged.

**We** will pay up to £2,000,000 in connection with any one incident.

### Excluding

- a. **We** will not cover public liability arising directly or indirectly while **You** are towing the **Caravan** (This cover should be provided by the towing vehicle's insurance. Please check your motor insurance and licence documents);
- b. **We** will not cover loss or damage to property **You** own or are looking after or if it is more specifically insured elsewhere;
- c. **We** will not pay if the liability that arises from death, injury or illness of **You** or **Your Immediate Family**; loss of or damage to any property **You**, **Your Immediate Family** or **Your** domestic employees own or that **You** or they are responsible for.



# Settling Claims

## 1. The Caravan

**We** will either pay the cost of repairing the **Caravan** or, if the **Caravan** is lost or damaged beyond economical repair, **We** may settle the claim as follows:

### a. New For Old Cover

If **You** suffer a total loss and the **Caravan** is within five years of age from the date of manufacture and **You** have been the only owner, **We** may replace the **Caravan** with a new **Caravan** of the same make and model. **Your** sums insured must cover the cost of a new **Caravan** of the same make and model. **You** must be able to provide the original purchase receipt.

### b. Agreed Value

If **You** suffer a total loss and the **Caravan** is within five years of age from the year of manufacture and **You** have not been the only owner and **You** purchased the **Caravan** from a caravan dealer, **We** may pay the purchase price paid by **You**. **Our** liability shall not exceed the purchase price paid by **You**. If **You** have bought **Your Caravan** from anybody other than a caravan dealer, **You** must be able to provide a valuation from a caravan dealer showing the original purchase price paid by **You** reflects the market value of the **Caravan**. **Your** sums insured must cover the original purchase price paid by **You**.

### c. Market value

If neither a) or b) above apply, **We** may pay the retail value of the **Caravan** at the time of the loss or damage (as shown in the current edition of Glass's Guide to Caravan Values), less a deduction to reflect pre-accident condition.

## 2. The Contents

**We** will pay the cost of repairing damaged items or:

- a. Pay the cost of replacing lost or damaged items with items of similar quality;
- b. Replace lost or damaged items with items of similar quality.

**We** may deduct an amount for wear, tear, and loss in value.

If the sums insured on the **Caravan** and **Contents** at the time of loss or damage are less than the cost of replacement less an amount for wear, tear and loss in value, **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

## General Exclusions

### We will not pay for loss or damage:

1. To tyres unless caused by an insured peril;
2. Resulting from road traffic accidents if the **Caravan** is not roadworthy;
3. To generators or resulting from using generators;
4. Or any legal liability or bodily injury directly or indirectly caused by or arising from:
  - a. Ionising radiation or radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel;
  - b. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

### We will not pay for loss or damage caused by:

1. Faulty workmanship, faulty design or using faulty materials;
2. Repairing, restoring, renovating, cleaning or dyeing;
3. Electrical or mechanical failure or breakdown;
4. Wear, tear or loss of value or any expense or costs that are indirectly caused by the insured peril;
5. Wet or dry rot, frost, vermin, insects, fungus or anything which happens gradually;
6. Water damage as a result of water leaking in through windows, doors, ventilators, body joints or seals;
7. Chewing, scratching, tearing or fouling by animals;
8. Deception, unless deception is used only to gain access or entry to the **Caravan**;
9. Any loss or damage or liability caused by war, invasion, revolution, terrorism or any similar event;
10. Pressure waves from aircraft or other flying objects travelling at or above the speed of sound;
11. **You** towing **Your Caravan** if **Your Caravan** weighs in excess of 100% of the towing vehicle's kerb weight;
12. **We** will not pay for loss or damage as a result of a gradual operating cause. **Your** policy is not a maintenance contract. **You** must take all steps to prevent or reduce loss or damage to the **Caravan** and **Contents**.

### We will not pay for:

1. The first £100 of each and every claim, unless the loss or damage occurred whilst the **Caravan** was stored or permanently parked at a **CaSSOA** registered site;
2. More than £250 for any one single item insured under the **Contents** section;
3. The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or of a matching colour or design if the remaining item or items can still be used and the loss or damage happens within a clearly definable area or to a special part and replacements cannot be matched;
4. Loss or damage or legal liability directly or indirectly arising from the **Caravan** being loaned, leased or hired to any other person other than **Immediate Family** members;
5. Loss or damage if the **Caravan** is being used as a **Permanent Residence**;

6. Loss or damage or legal liability occurring while the **Caravan** is being used in connection with any trade, business or profession;
7. Loss or damage which happens before the start of this policy;
8. Loss or damage caused deliberately by **You** or **Your Immediate Family**;
9. Loss or damage if **You** have not notified **Us** of any changes to the storage location or security arrangements of the **Caravan**.

## General Conditions

1. **You** must keep to the terms and conditions of this policy;
2. It is a condition of this policy that whenever the **Caravan** is left **Unattended** and detached from the towing vehicle, **You** will make sure it cannot be moved by fitting a wheel clamp and a hitchlock. If a twin axle **Caravan** both axles must have a wheel clamp fitted. If left **Unattended** while attached to the towing vehicle **You** must fit a wheel clamp. If a twin axle **Caravan** both axles must have a wheel clamp fitted;
3. **You** must maintain the **Caravan** in a sound, roadworthy condition and keep it in a good state of repair;
4. **You** must not leave awnings up and attached to the **Caravan** unless it is **In Use**;
5. **You** must write and tell **Us** immediately of any changes in **Your** circumstances which affect this insurance. (This includes any changes in storage and security arrangements.) If **You** do not, **Your** policy may not be valid;
6. **We** will not pay for any claim which is in any way fraudulent or exaggerated. **We** may also make this insurance invalid and recover any money **We** have paid to **You** or **Your** representative;
7. If **Your Caravan** is deemed beyond economical repair during the **Period of Insurance** of this policy, all cover will end from the date of the loss and **We** will take premiums **You** owe from any amount **We** pay as **Your** claim;
8. It is a condition of this policy that a serial, VIN or chassis number is provided to **Us** at inception of the policy for pre-1992 **Caravans**. For post-1992 **Caravans** **You** will need to provide **Us** with the CRiS (Caravan Registration and Identification Scheme) number at inception of the policy.  
**We** will be unable to deal with a claim unless **We** have this identification number. **You** will be required to produce the CRiS registration document in the event of a total loss of the **Caravan**. Do not keep this document in **Your Caravan**;
9. Under UK law **You** and **We** can choose the law that will apply to this contract. Unless **You** and **We** have agreed otherwise, this contract will be governed by English law.

## Claims Procedure and Conditions

If **You** wish to make a claim, **You** may either contact the intermediary who arranged cover for **You**, who will notify **Us** of **Your** claim, or **Us**.

### AmTrust Europe Claims Hotline

0115 934 9818

(9a.m. - 5 p.m. Mon-Fri)

AmTrust Europe Limited

Market Square House

St James's Street

Nottingham

NG1 6FG

When submitting a claim form **You** must provide **Your** policy number. When **You** become aware of an event which is likely to result in a claim under this policy:

#### 1. **You must:**

- a. Provide in writing full details of injury or loss or damage as soon as possible and in any event within:
  - Seven (7) days if caused by riot or civil commotion; or
  - Thirty (30) days if from any other cause.
- b. Tell the police immediately if loss or damage has been caused by theft, attempted theft or malicious act or vandalism and help **Us** get back and identify the property;
- c. Immediately send **Us** every letter, claim, writ or summons without answering them;
- d. Supply at **Your** own expense, all reports, certificates, plans, specifications, quantities information and help **We** ask for;
- e. Give **Us** all information and evidence, including written estimates and proof of ownership and value that **We** ask for. **You** must pay any costs involved in doing this.

#### 2. **You must not:**

- a. Leave any property for **Us** to deal with;
- b. Dispose of any damaged items until **We** have had the chance to inspect them;
- c. Repair any damaged items until **We** have had the chance to inspect them;
- d. Admit liability or promise to make a payment without **Our** permission.

#### 3. **We may do the following:**

- a. Keep the insured property and deal with the salvage accordingly ;
- b. Negotiate, defend or settle (in **Your** name and on **Your** behalf) any claim made against **You**;
- c. Prosecute (in **Your** name for **Our** own benefit), any other person in respect of any amount **We** have paid or must pay;
- d. Appoint a loss adjuster to deal with the claim;
- e. Arrange to repair the damage to the insured property.

#### 4. You may do the following:

Carry out temporary emergency repairs to make good the **Caravan** following damage caused by an insured peril. This is limited to the following without prejudicing **Your** position:

- a. Necessary boarding up following damage to windows, doors, fan lights and skylights to make the **Caravan** secure.

**Our** acceptance of liability for any such temporary repair will always be subject to the terms and conditions of the policy.

#### 5. Our rights:

- a. **We** may take, or ask **You** to take, any action necessary to get back, from anyone else, any costs **We** have to pay under this policy. **We** may do this before or after **We** pay **Your** claim;
- b. **We** may take over the defence or settlement of a claim against **You** by another person.

#### 6. Contribution - other insurances

If **You** have any other insurance policies which cover the same loss, damage or liability as this policy, **We** will pay only **Our** share of the claim.

## Cancellations

### 1. If You pay an annual premium:

**We** may cancel the policy by writing to **You** at the address stated on **Your** policy **Schedule** confirming that all cover will end 14 days after the date of **Our** letter or **You** may cancel the policy by giving **Us** written instructions. A £25 fee will be charged to cancel the policy.

## Complaints Procedure

### IF YOUR COMPLAINT IS ABOUT THE WAY A POLICY WAS SOLD TO YOU

If at any time **You** have any query or complaint regarding the way the policy was sold, **You** should refer to

Comfort Insurance  
Comfort House  
Goresbrook Road  
Dagenham RM9 6UR  
Tel. No. **+44 (0) 20 8984 0777**

### IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF THE POLICY

**We** always aim to provide a first-class service. However, if **You** should have a query or complaint regarding the administration of the policy **You** should address **Your** complaint to:

Complaints Department  
AmTrust Europe Limited  
Market Square House  
St James's Street  
Nottingham NG1 6FG  
Tel. No. **+44 (0) 115 941 1022**

**We** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

If **We** have not given **You** an answer in eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review.

Once **You** have received **Your** final response from **Us** and if **You** are still not satisfied **You** can contact the Financial Ombudsman Service:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

By telephone on **0800 023 4 567** or **0300 123 9123**  
or by Email **complaint.info@financial-ombudsman.org.uk**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the internet at:

**www.fscs.org.uk** or be contacted on **020 7741 4100**.

This complaints procedure does not affect any legal right **You** have to take action against **Us**.

**You** can check the above details on the Financial Services Register by visiting the FCA website: **www.fca.org.uk**.

# Data Protection & Privacy Statements

## Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **You** have consented to the use of **Your** data as described below.

## Data Protection Policy

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

## Sensitive Information

Some of the personal 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 provide the services described in **Your** policy documents.

## How **We** use and protect **Your** information and who **We** share it with

**We** will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

**Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the AmTrust group companies (The Group). **We** will provide an adequate level of protection to **Your** data.

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

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

**We** may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it to provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

## Your Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information we are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

## Marketing

AmTrust Europe will not use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance policy only.

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)



Underwritten by AmTrust Europe Limited

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services register number 202189.

Comfort Insurance is a trading name of Victor Millwell Insurance Agency Ltd, who are authorised and regulated by the Financial Conduct Authority. Financial Services register number 300281.