

# Compass Touring Caravan

## Policy Wording



## Welcome, and thank you for insuring your park home with Compass

We have over 40 years' experience as a specialist insurance provider, so you may rest assured that your insurance is in very safe hands.

This policy wording document applies to our Compass Touring Caravan product.

Please make sure you read your documents carefully as they clarify exactly what your insurance cover does and does not include and what special terms, conditions, exclusions and endorsements may apply.

It is vital that you check that your insurance policy meets your specific insurance needs. If it does not, please let us know as soon as possible.

Please note that no insurance policy can cover every eventuality. We are committed to supporting you as best we can, but we also require you to take reasonable steps to keep your caravan safe and in a sound condition.

If you have any questions, or your policy does not meet your insurance needs, please contact our friendly, experienced customer services team. We are here for you 7 days a week, as follows:

**1 April to 31 October:** Monday to Friday 8am to 7pm Weekends 10am to 4pm  
**1 November to 31 March:** Monday to Friday 8am to 5pm Weekends 10am to 1.30pm

**Tel:** 0344 2740277

**Email:** [enquiries@compass.co.uk](mailto:enquiries@compass.co.uk)

**Post:** Compass Insurance, 7 Pullman Court, Great Western Road, Gloucester, GL1 3ND Web: [www.compass.co.uk](http://www.compass.co.uk)

Thanks again for choosing Compass.

**Karen Stacey**  
Managing Director

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## About your policy

This policy is a contract between you (the person/s named as the “insured” in your policy schedule) and Accelerant Insurance Limited. It is based on the information you gave us when you applied for your insurance cover, and your agreement to pay the premium.

Your policy is made up of this policy wording, your insurance schedule, any important information provided to you with your policy documentation and any changes made to your policy during the period of insurance (any mid-term changes to your policy will be documented and sent to you).

All of these documents work together as a single contract to determine exactly what your insurance cover does and does not include and what special terms, conditions, exclusions and endorsements may apply.

Insurance does not cover Your property against everything that can happen, so please read the whole document carefully. It is arranged in different sections. It is important that you understand:

- The cover you have requested and that we have provided
- What this policy covers and any exclusions
- Your duty under this policy and any requirements we have
- You keep this policy in a safe place.

If You have any concerns, You should contact Us.

## About us – Compass Insurance

Your policy is administered by Compass Insurance, a trading name of Binnacle Insurance Services Limited. Binnacle Insurance Services Limited is Registered in England and Wales, No. 11429456.

Registered Office: 7 Pullman Court, Great Western Road, Gloucester, GL1 3ND. Binnacle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 820727).

To find out more information about the products and services Compass offers and who we work with, please see our Terms of Business Document.

## About your Insurer - Accelerant Insurance

Your policy is underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website.

## Your right to cancel this policy

You can cancel your Compass Insurance Policy at any time via our customer services team.

You have a statutory right to cancel your policy within 14 days of the start of the policy.

If you wish to cancel, and your insurance cover has not commenced, you will be entitled to a full refund of the premium paid.

If you cancel within 14 days of inception or renewal of your policy then, providing no claim has been made we will refund all your premium less any administration fee mentioned in our Terms of Business document.

If cover has been in place for more than 14 days and no claim has been made, we will retain an amount of the premium paid proportionate to the time you were on cover and will refund the balance. Any admin fees mentioned in our Terms of Business document may also be payable.

If you have received a claims payment, have made a claim, or an incident likely to give rise to a claim has occurred during the current period of insurance, no refund of your premium or any administration fee will be given. If you're paying for your premium in monthly instalments you must continue with the instalment payments until the renewal date. Alternatively, we will deduct outstanding instalments from any claim payment that may be due to you.

## Our rights to cancel this policy

Where there is a valid reason for doing so, we may cancel the policy at any time, giving no less than 14 days' written notice to you at your known address. Valid reasons may include:

- Non-payment of premium or instalment payments
- Where we reasonably suspect fraud
- Threatening and abusive behaviour
- Failure to provide complete and accurate information
- Non-compliance with policy terms and conditions.

If any premium due is paid in full before the notice period expires, the cancellation will be withdrawn.

If we cancel your policy and you had paid the premium in full, you will be entitled to a refund proportionate to the unexpired period of cover detailed in your schedule. However, if a loss giving rise to a claim occurs prior to the cancellation date, no refund on your premium will be given.

If We cancel under General Condition - Economic, Financial or Trade Sanctions no refund of premium will be due to you for the unexpired Period of Insurance.

## Information you have given us

It is important to make sure the information you provide us is correct and accurate as this may affect the validity of the policy and your ability to make a claim. You must let us know if your circumstances change as this could affect your policy and the cover in place.

The Consumer Insurance (Disclosure and Representations) Act 2012 states that you are required to take care to:

- Supply complete and accurate answers to all the questions we ask as part of your application.
- To make sure that all information supplied as part of your application for cover is correct to the best of your knowledge.
- To let us know of any changes to the answers you provided as part of your application as soon as possible.

If you fail to provide answers in line with the above requirements or if you do not notify us of a change in your circumstances we may take the following action with regards to the policy:

- We may refuse to pay any claim or the claim may not be paid in full, or
- We may cancel your policy, or
- We may revise the terms and cover of your policy.

### Changes to your information

If any of the information on your insurance schedule changes, please let us know as soon as possible. Changes to your circumstances will not be insured unless we've agreed to provide cover, have issued a new insurance schedule, and have charged or refunded any change in your premium.

Changes you must advise us of include, but are not limited to:

- Changes to the replacement value of your structure and/or contents
- Any improvements or changes made to your Caravan
- A change in the storage location for your Caravan
- The replacement of your Caravan with a new model
- A change your contact details such as postal or email address.

If you do not advise us of any changes to your circumstances we will determine if your failure has been deliberate, reckless or careless and your policy may be affected in accordance with the "Information you have given us" clause above. If your change means that we can no longer provide cover, we will give you notice of cancellation in accordance with the policy clause "Our rights to cancel this policy" above.

## Making a claim

In the event of an accident or incident you should take any immediate action you feel is necessary to protect yourself/your family, your structures and contents from further damage/loss as long as it is safe to do so - e.g. disconnect from any utilities supply or gas bottles

If a crime has occurred, you will need to obtain a crime reference number from the Police.

As soon as you can, please then get in touch with our claims team with the details of what has occurred. Our claims helpline operates 24 hours a day every day:

Compass Claims

Oakleigh House, 14 - 16 Park Place, Cardiff, CF10 3DQ.

Tel: 0345 604 9860.

Email: [compassclaims@uk.sedgwick.com](mailto:compassclaims@uk.sedgwick.com)

We may request certain information and will advise what further action should be taken and whether you need to provide (at your own expense) any further details. We may also need to arrange a visit and an inspection. If any structures need to be reinstated, you may need to provide plans, specifications etc. to enable the insurer to deal with the claim. When dealing with a claim, the Insurer has the right to:

- enter any structures where damage/loss has occurred and to take and keep possession of the insured property and (at their discretion) deal with the salvage. Your property remains yours at all times and neither we nor the insurer will take ownership of, accept liability for, sell or dispose of any of your property unless agreed with you in writing.
- To undertake proceedings in your name and on your behalf to recover compensation or secure payment from any third party in respect of anything covered by the policy
- To pay You the maximum sum payable under any cover (but deducting in such case any sum or sums already paid) or any lesser sum for which a claim or claims can be settled and the Insurer shall then be under no further liability except for the payment of costs and expenses (whether recovered from You by any claimant or incurred with the written consent of the Insurer) 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 Insurer may be responsible under the Policy

## Notice of a claim being made against you

If you receive notice that you or your family are being held responsible for an accident or incident, please do not admit responsibility, but advise us as soon as possible, supplying full details in writing. Please also forward any related legal documentation or correspondence you receive immediately, for example any claim form, writ, or summons, without answering it.

It is important that you do not negotiate, pay, settle, admit or repudiate any claim without our written consent and that you give all necessary practical information and assistance to enable the Insurer to settle or resist any claim, or to institute proceedings. Failure to comply with any of the above could seriously prejudice your position and may result in the insurer refusing to consider the claim.

## How to make a complaint

It is always Our intention to provide a first-class standard of service. However, if You have any cause for concern or wish to make a complaint, You should contact:

Compass Insurance

7 Pullman Court Great Western Road Gloucester GL1 3ND

Telephone: 0344 274 0277

Email: [complaints@compass.co.uk](mailto:complaints@compass.co.uk)

If You remain dissatisfied with the way in which your complaint has been handled, or You have not received a final response within eight (8) weeks, You may have the right to refer Your complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone Number: (0800) 0234 567 or (0300) 1239 123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for further information.

Whilst we are bound by the decision of the Financial Ombudsman Service, You are not. Following this complaint procedure does not affect Your right to take legal action.

### Financial Services Compensation Scheme (FSCS)

Your Insurer is covered by the FSCS. You may be entitled to compensation from the FSCS if they are unable to meet their obligations to You under this Policy. This depends on the type of insurance and the circumstances of the claim.

Further information about the FSCS is available on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Policy Definitions

Wherever the following words appear in this document they will have the following meanings:

### **Act of Terrorism**

An act, including the use of force or violence and or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public, in fear.

### **Accidental Damage**

An unintentional, one off incident that causes unexpected and non-deliberate damage.

### **Awning**

A sheet of canvas or other material on a framework that can be attached to Your Caravan to provide shelter from the rain or sun.

### **Business Use**

The use of the Caravan or Contents as part of a business or trade. Including the use of the Caravan for storage of any trade or business stock

### **Caravan**

The structure of the caravan, trailer tent or folding caravan stated in the Schedule including any fixtures and fittings included in the manufacturer's original specification or permanent fixtures and fittings fitted after manufacture accepted by Us.

The Caravan does not include any Awning or Equipment as defined in this policy.

### **Contents**

Household goods and personal property which belong to You and Your Family which are contained within the touring caravan, attached to the Caravan or designed to be worn or carried on or about the person.

Contents do not include permanent fixtures and fittings, any living creature, any stock or samples held for business or trade, Credit Cards, e-reader, games consoles, laptop computers, Money, mobile phones, pedal cycles, tablet computers, Valuables, windsurfers and canoes.

### **Equipment**

Caravan or camping equipment You take with You whilst away in Your Caravan, including portable motor movers, gas bottles and any security devices fitted to Your Caravan.

### **Endorsement**

A variation in the terms (or change of details) of Your Policy that can extend or restrict cover.

### **Excess**

The amount You will have to pay towards each separate claim.

### **Home**

The buildings, outbuildings and land within the boundaries of Your permanent residence, excluding communal parking areas and any public road or highway.

### **In Use**

When You or Your Family are using or visiting Your Caravan for holiday purposes or when the caravan is attached to a towing vehicle. This includes, the 24 hour, period immediately prior to and returning from You or Your Family using or visiting Your Caravan for holiday purposes

**Money**

Cash, bank or currency notes, cheques, postal and Money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, travel tickets, premium bonds, and gift tokens.

**Not in Use**

When Your Caravan is in storage at the Storage location or when Your Caravan is not being used by You

**Policy**

The Policy is Your contract of insurance with the Insurer.

**Security Device**

The devices, as detailed in Your Schedule, owned by You that are attached to, or activated with a mind to increasing the security of Your Caravan and are fitted and used in line with manufacturer specifications.

**Schedule**

The Schedule is evidence of Your contract of insurance with the Insurer. It shows details of You, the Policy number, the Insurer, the location of the Structures and the property insured, the Period of Insurance, the basis of cover, the standard Excess, the Endorsements which apply and the premium. The Schedule is part of the Policy. We will issue a new Schedule when it is altered.

**Storage Location**

Your home or an address that You have given Us and We have accepted.

**Subsidence**

Downward movement of the ground beneath the Structures where the movement is unconnected with the weight of the Structures.

**Towing**

Whilst Your Caravan is attached to a mechanically propelled vehicle, owned or used by the Policyholder.

**Unattended**

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

**United Kingdom**

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

**Valuables**

Any article made from precious metal, china, porcelain, jewellery, fur, watches, mobile phones, laptop computers, tablet computers, computers, binoculars, telescopes, pictures, works of art, antiques, stamp, medal and coin collections, sporting equipment and portable audio equipment.

**We, Our, Us**

Compass Insurance acting on behalf of the Insurer.

**Wear and Tear**

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include failure of window units, fencing, carpets and flooring and clothing.

**You, Your, the Insured**

The owners of Structures and/or Contents specified in declarations by the person taking out the Policy during the period of insurance for their respective rights and interests.

## Section 1 – Damage to Structure and Contents

### Standard Cover

The Insurer will pay for direct physical loss of or damage to Your Structures or Contents occurring during the period of insurance caused by the following if stated as covered in the Schedule:

What is covered	What is not covered
<p>The Insurer will pay for direct physical loss of or damage to Your Caravan, Awning, Contents and Equipment occurring during the period of insurance caused by the following if stated as covered in the Schedule:</p>	<p>The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy</p> <p>Any loss occurring from the permanent occupation of the Structure or use as a permanent residence</p> <p>Loss or damage from Wear and Tear or anything that happens gradually</p> <p>Any loss or damage occurring outside the geographical location shown on your Schedule</p>
<p>1. Fire, smoke, lightning, explosion or earthquake</p>	<p>Any fire damage intentionally caused by You or anyone lawfully in the Caravan</p>
<p>2. Malicious acts and vandalism</p>	<p>Any loss or damage intentionally caused by You or anyone lawfully in the Caravan</p>
<p>3. Storm, including weight of snow or flood</p>	<p>Any Storm or Flood damage caused to Contents left in the open</p>
<p>4. Theft or attempted theft</p>	<p>Theft of Contents whilst outside the Caravan and Awning.</p> <p>Theft of or loss or damage to Money, Valuables, firearms, wines, spirits and tobacco goods.</p> <p>Theft of or loss or damage to the Caravan, Contents, Equipment and/or Awnings while the Caravan is In Use, and Unattended unless a Wheel Clamp, or Hitch Lock or Chassis Secure Wheel Lock and all Security Devices detailed in your Schedule are activated and fully operative at the time of the incident, or alternatively, with the wheels removed unless the wheels have been stored away from the Caravan and all Security Devices detailed in Your Schedule are activated and fully operative at the time of the incident.</p> <p>Damage to Caravan, Contents and Equipment by theft or attempted theft while the Caravan is left unattended without the doors and windows being closed and locked.</p> <p>Theft of electronic or electrical equipment whilst left in the Caravan whilst not In Use.</p> <p>Theft of or loss or damage to the Caravan, Contents, Equipment and/or Awnings while the Caravan is not In Use unless:</p> <ul style="list-style-type: none"> <li>• it is kept at Your Home or at a Storage Address You have told Us about; and</li> <li>• all Security Devices detailed on Your Schedule are activated and operative at the time of the incident.</li> </ul>

<p>5. Accidental damage during Towing</p>	<p>Damage to tyres by punctures, cuts, bursts or braking.</p> <p>Accidental Damage during Towing unless:</p> <ul style="list-style-type: none"><li>• the Caravan is attached to a towing vehicle at the time of the loss or; the Caravan had not been deliberately uncoupled from the towing vehicle; and</li><li>• the vehicle used for Towing the Caravan is suitable for such use.</li><li>• the driver of the towing vehicle holds the appropriate license for the vehicle and towing requirements set out by the DVLA.</li></ul>
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## Additional Covers

What is covered	What is not covered
<p>The additional covers below only apply if noted on Your Schedule as operative and are subject to, the exclusions and additional terms, noted below.</p>	<p>The excess shown in your Schedule</p>
<p><b>1. Emergency Removal</b>            If Your Caravan cannot be moved as a result of loss or damage while In Use, We will reimburse You the costs You reasonably have to pay to:</p> <ol style="list-style-type: none"> <li>recover the Caravan from the scene of a road traffic accident;</li> <li>remove the Caravan from the premises of a recovery company to the nearest approved repairer;</li> <li>re-deliver the Caravan to You at Your Home or storage address as shown in Your Schedule.</li> </ol>	<p>Emergency removal where the caravan is unable to be moved due to an inability to conform to the DVLA licensing regulations.</p>
<p><b>2. Loss of Use</b>            If You cannot stay in Your Caravan as a result of loss or damage covered under Sub Section A of Part A, and You decide to continue with Your holiday, We may pay up to £2,000 in respect of the extra costs You reasonably have to pay for including:</p> <ol style="list-style-type: none"> <li>hotel accommodation costs for up to 14 days; or</li> <li>hire costs for a replacement caravan for up to 14 days.</li> </ol>	<p>Food, drink or other sustenance costs</p>
<p><b>3. Contents in Awning</b>            When the Caravan is In Use, Contents, will be covered whilst kept in the Awning. The maximum amount We will pay is 10% of the sum insured or £500 whichever is less, as long as the sum insured is enough to cover the Contents.</p>	<p>Any Contents kept in an Awning when the Caravan is not In Use</p>
<p><b>4. Accidental Damage</b>            Accidental Damage to Your Awning, Caravan, Contents and Equipment</p>	<p>Accidental Damage to Valuables.            Damage to the Awning, Caravan, Contents and Equipment while the Caravan is not In Use unless it is kept at Your Home or at a Storage Address You have told Us about</p>

## Settling Claims

Your Schedule will detail the basis of claims settlement for Your Caravan, Awning and Equipment that You chose when You purchased or renewed this Policy.

### New for Old

We will either pay the cost of repairing the Caravan, Awning and/or Equipment or if the Caravan, Awning and Equipment is damaged beyond economical repair and You have opted for New for Old cover, We, will pay the cost of replacing it with the nearest equivalent make and model (subject to availability) and subject to the limit of the sums insured shown in the Schedule. Your Sums Insured must cover the cost of a new caravan of the same or similar make and model and You must be able to provide the original purchase receipt.

### Market Value

We will either pay the cost of repairing the Caravan, Awning and/or Equipment or if the Caravan, Awning and Equipment are damaged beyond economical repair and You have opted for Market Value cover. We will pay the value of it, taking into account its type, age, wear and tear and general condition in the open market at the time of the loss.

### Contents

We will at Our option:

- replace the item(s) as new, less an amount for wear, tear and depreciation; or
- pay the cost of repair for items which can be economically repaired, or
- pay the cost of replacement as new, less an amount for wear, tear and depreciation.

The Sums Insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation.

In respect of any one claim We will not pay more than:

- the Sums Insured as stated on Your Schedule.
- £500 any one item for Contents

The Sums Insured will not be reduced by the amount of any claim.

### Underinsurance

If the Sums Insured is less than the full replacement cost, We, will only pay the same proportion of the loss or damage as the Sums Insured bears to the full replacement cost.

For example, if the Sums Insured represents only one half of the full replacement cost We will only pay for one half of the amount lost or damaged.

### Total Loss

In the event of a Total Loss your policy will be cancelled, and you will be required to take out a new policy for your replacement structure. You will be required to pay any outstanding premium owed to us.

### Matching Sets

We will pay You for damaged items that form part of a matching set or suite, but cover will not extend to include the other undamaged items of the set or suite. For example, if You damage one chair from a set the damaged chair will be repaired or replaced but not the undamaged chairs that form part of the whole set.

If the damaged items cannot be matched or replaced, We, will pay up to 50% towards the replacement of the undamaged items.

## Section 2 – Your Liability to Others

Subject to You being insured under Section 1 of this Policy the following cover is provided

What is covered	What is not covered
<p>The amounts that You are legally liable 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, Awning, Equipment or the Contents that happens within the Geographical Limits as shown on the Schedule.</p>	<p>The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy            Any loss occurring from the permanent occupation of the Structure or use as a permanent residence            Any loss or damage occurring outside the geographical location shown on your Schedule</p>
<p>We will pay for</p> <ol style="list-style-type: none"> <li>a) damages or compensation to any person for the injury or damage caused</li> <li>b) their legal costs to claim compensation from You</li> <li>c) Your costs for defending the claim;</li> </ol>	<p>Liability arising directly or indirectly while You are Towing the Caravan.            Liability arising from the Caravan being used for any trade or business purpose.</p>
<p>If You or Your Family are legally liable for causing death, bodily injury or illness to any person, or damage to their property happening during the Period of Insurance and arising from an accident involving the Caravan</p>	<p>Liability for any person other than You or Your Family, unless the person seeking the benefit of the cover:</p> <ol style="list-style-type: none"> <li>a) observes the terms and conditions of this Policy and</li> <li>b) is not entitled to cover under any other Policy.</li> </ol> <p>Liability for death, bodily injury or illness to:</p> <ol style="list-style-type: none"> <li>a) You or Your Family; or</li> <li>b) Any employee of You, Your Family, or any person to whom the Caravan is lent.</li> </ol> <p>Liability arising from loss of or Damage to any property You, Your Family or Your domestic employees own or that You are responsible for.</p>
<p>In addition, We will pay:</p> <ol style="list-style-type: none"> <li>a) Costs in relation to any event that may be covered by this Section, the Solicitor's fees incurred:           <ol style="list-style-type: none"> <li>i. at any coroner's inquest</li> <li>ii. at any fatal injury</li> <li>iii. for defending in any Court of Summary Jurisdiction provided Our written consent has been obtained.</li> </ol> </li> </ol>	

## Policy Exclusions

You are not covered for destruction of or damage to any property or any legal liability directly or indirectly caused by or contributed to, or arising from:

### Radioactive contamination

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or its nuclear components.

### War risks

War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power.

### Sonic bangs

Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

### Pollution

Pollution or contamination of the air, water, or soil.

### Terrorism

An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This Policy also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any sanction taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

### Confiscation

Confiscation or nationalisation or requisition by or under the order of any government or public or local authority.

### Asbestos

The removal or, disposal of asbestos or materials containing asbestos.

### Loss of value

Any reduction in value of the property insured following repair or replacement paid for under this insurance.

### Existing and deliberate damage

An event before this insurance starts or occurring before this insurance starts; or Deliberately by You or any member of Your Family.

### Undamaged Items

The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

### Electronic Data

The Insurer will not pay for:

1. Loss or destruction of or Damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss.
2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by, or arising from:
3. computer viruses, erasure, or corruption of electronic data
4. the failure of any equipment to correctly recognise the date or change of date.

**Virus, Disease and Pandemic Exclusion**

We will not pay claims for Damage or Injury, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to

- a) Coronaviruses
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) any mutation of or variation of a), b) or c) above;
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- f) any fear or anticipation of a), b), c), d) or e) above.

**Residential Use**

Any Structure that is permanently occupied or used as a permanent residence by You or anyone named in this policy

## Policy Conditions

### Precautions and care

You must take precautions and care to prevent accidents, safeguard Your property against damage and maintain it in a sound condition. You must act at all times as if You are uninsured and attempt to keep all costs/expenses in respect of any claim to a minimum. You must comply with all statutory obligations and regulations.

### Contribution

If at the time of any loss, damage or liability covered under this Policy, You have any other insurance which covers the same loss, damage or liability, the Insurer will only pay a rateable share of the claim.

### Fraudulent claims

If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Insurer

- (a) will not be liable to pay the claim; and
- (b) may recover from You any sums paid by the Insurer to You in respect of the claim; and
- (c) may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

If the Insurer exercise their right under (c) above:

- (i) the Insurer shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim), and
- (ii) the Insurer need not return any of the premium paid.

### Application of Excess

For the purpose of the application of any Excess arising in the event of any claim each Structures shall be considered as a separate risk whether or not they are in common ownership.

### Law

This Policy will be interpreted in accordance with the law of England and Wales.

### Cancellation

The Insurer may cancel the Policy at any time by giving You 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your known address. Valid reasons may include:

- (a) Fraud
- (b) Non-payment of premium
- (c) Threatening and abusive behaviour
- (d) Non-compliance with Policy terms and conditions.

Provided the premium has been paid in full, and no claims have been made, You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Schedule.

## Important information

### Applicable law and jurisdiction

The parties to this contract are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon Your address shown in the Schedule and to the jurisdiction of the courts of England.

### Third parties' rights

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

### Data protection legislation

We undertake to comply with Data Protection Act 2018 Regulation in all Our dealings with Your personal data. Your personal information will be kept secure. We undertake to ensure Your personal data is:

- processed lawfully, fairly and in a transparent manner
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed
- accurate and, where necessary, kept up to date and every reasonable step will be taken by Us to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical or organisational measures.

As part of Our day-to-day communications with You, we will generally use e-mail and unless You advise Us to the contrary in writing then You accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

We use the words Personal Data to describe information about You, and from which You are identifiable. For the purpose of the Data Protection Act 2018 we are a data controller.

Please note that any information provided to us will be processed by us, our underwriters and our agents in compliance with the provisions of Data Protection legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing information to third parties.

We respect your rights in respect of the data we hold on you. We will act without unnecessary delay in dealing with your data access requests. In respect of the personal data we hold on you, you have the right to access, erasure, rectification, restriction, portability, and objection.

### What Personal Information do we collect from you?

You may give us Personal Data by corresponding with us or through our managing general agents, claims handling service providers, other intermediaries, brokers, or agents, by phone, e-mail or otherwise. We ask You to disclose only as much information as is necessary to provide our products or services or to submit a question/suggestion/comment in relation to our website.

### **What information about you do we obtain from others?**

We obtain the information you provide through our managing general agents, claims handling service providers, brokers and/or intermediaries.

Our full privacy notice explains in more detail the types of information we hold, how it is used, who we share it with and how long it is kept. It also informs You in more detail of the rights You have regarding Your Personal data. Our Privacy Policy can be viewed at [www.compass.co.uk](http://www.compass.co.uk)

### **Fraud prevention and detection**

In order to prevent and detect fraud we may:

- share information about You with other organisations and public bodies including the Police
- undertake additional fraud searches including credit checks
- check and/or file Your details with fraud prevention databases and agencies
- record if You give Us false information and we suspect fraud to prevent fraud and money laundering.

The Insurer can supply on request, further details of the databases they access or contribute to. If You require further details, please contact them.

The Insurer and other organisations may also search these agencies and databases to:

- Help make decisions about the provisions and administration of insurance, credit and related services for You and members of Your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies
- Check Your identity to prevent money laundering unless You provide other satisfactory proof of identity.

### **Claims history**

Under the conditions of Your Policy You must tell Us about any insurance related incidents (such as fire, water damage, theft, or an accident) whether or not they give rise to a claim. When You tell Us about an incident Your Insurer will pass information relating to it to a database.

The Insurer may search these databases when You apply for insurance, in the event of any incident or claims, or at time of renewal to validate Your claims history or the claims history of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under this policy.

### **How much to insure for (your Sum Insured)**

We cannot advise you on how much to insure your Structures and Contents for. It is up to You to ensure that the amounts You insure for represent the full replacement value of the property concerned. Remember, if You underinsure, claim payments may be reduced. You can change Your sums insured at any time; You don't have to wait for renewal.

### **Wear and tear**

Insurance policies are not maintenance policies so do not cover deterioration due to Wear and Tear.

### **Renewing your insurance**

We will contact You in writing at least 14 days before Your renewal date and will either:

- (a) Give You an opportunity to renew Your insurance for a further year; or
- (b) Let You know that we are unable to renew Your insurance.

If we don't offer renewal, we will tell You why. Reasons may include:

- The insurance product is no longer available
- we reasonably suspect fraud
- your claims history is poor
- we have changed Our eligibility criteria
- you no longer meet Our eligibility criteria
- you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we offer renewal we will:

- Tell you about any changes we're making to Your Policy terms and conditions
- Ask you to check this insurance continues to meet Your needs
- Ask you to check that the information we have is still correct; and
- Tell you next year's price and any changes from the price you paid the previous year. If You wish to make any changes at renewal, please call us on 0344 274 0277.

#### **Ensuring you have continuous cover**

If You are thinking of cancelling or not renewing with Us, make sure You can get the alternative cover You need before Your policy ends.

#### **Administration fees**

Any fees associated with the administration of Your policy will be outlined in Your schedule of insurance or our Terms of Business document.

#### **Use of language**

All communications relating to this contract will be in English.

#### **Telephone call charges and recording**

The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on Your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For Our joint protection telephone calls may be recorded and/or monitored

## Compass Insurance

7 Pullman Court

Gloucester

GL1 3ND

**T:** 0344 274 0277

**E:** [enquiries@compass.co.uk](mailto:enquiries@compass.co.uk)

**W:** [compass.co.uk](http://compass.co.uk)



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