

CAMPING CARD INTERNATIONAL (CCI) LIABILITY INSURANCE SCHEME

2014

To indemnify the Assured up to the amounts specified below against such sums as they shall become legally liable to pay in respect of claims arising from bodily injury or disease (fatal or non-fatal) occurring during the period of insurance to persons and/or damage to property caused by any accident occurring while the Assured is camping, caravanning or staying in rented accommodation or hotel away from his normal domicile, including the period between leaving his domicile for the purpose of camping, caravanning or staying in rented accommodation or hotel and his return thereto.

"Assured" is defined as: Any member holding a valid CCI card issued by **The Camping and Caravanning Club** affiliated to the Federation Internationale de Camping ET DE Caravanning (FICC) and his or her spouse to whom a valid Camping Card International has been issued, and also any person travelling with him or her in the same private vehicle, while camping with him or her. Number of people insured under any one camping card not to exceed eleven (11).

It is noted and agreed that whereas cover is provided for up to eleven (11) persons travelling in the same private vehicle, groups of cyclists, not exceeding eleven (11), travelling together in the same party and following exactly the same itinerary will be covered as if travelling in the same private vehicle.

In addition, if a member has to leave his party behind temporarily whilst returning home during the course of the holiday, he may leave the camping card in the care of his party and the cover provided by this insurance will continue as if the Card Holder were present.

It is understood and agreed that other members of camping sections of associations affiliated to the F.I.C.C. shall be considered as third parties for the purpose of indemnity hereunder.

Period of Insurance

The period of this insurance covers claims arising under all CCI issued up to the expiry date of the CCI held by the Club member. Any claim will be handled according to the terms of the contract in force in the year during which the Camping Card International was issued.

Territorial Limits

Worldwide

Jurisdiction

This insurance excludes the application of the Laws and any costs incurred in respect of any claim arising in United States of America and Canada or any territory where the Laws of United States of America and Canada might apply.

CONDITIONS:

Indemnity

The amount of the indemnity shall not exceed:

GBP 1,500,000 in respect of any one accident or series of accidents arising out of one event in respect of bodily injury or disease and damage to property;

Unlimited in the aggregate in respect of all accidents occurring during any one period of insurance;

GBP 65,000 in respect of bodily injury only in respect of any one accident or series of accidents arising out of one event caused by the use of a windsurfer on sea or land or any unpowered small craft not exceeding 5 metres in length by an Assured;

Exclusions

This policy does **not** cover liability for: -

1) Bodily Injury or Disease or Damage to Property

- a) Directly or indirectly caused by any mechanically propelled vehicle, except motorised/self propelled campers and caravans provided such vehicles are being used in a manner not requiring coverage under any Road Traffic Act or Statutory Cover

- b) directly or indirectly caused by any aircraft, ship, vessel, except windsurfer or any unpowered craft not exceeding 5 metres in length, or arising out of any work done therein or thereon or on behalf of the Assured, or the Club or Association;
- c) arising out of food or drink poisoning or foreign or deleterious matter in food or drink;
- d) arising out of the pollution of air, water or soil unless it can be demonstrably proved to have been caused as a direct result of a sudden specific and identifiable event occurring during the Period of Insurance;
- e) **WAR AND TERRORISM EXCLUSION ENDORSEMENT**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or
- (2) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government (s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or any way relating to (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- f) directly or indirectly occasioned by, happening through or in consequence of the organisation of any form of large scale entertainment where an entry fee is charged (but this shall not exclude small competitions staged for amusement or social camping or caravan rallies).
- g) directly or indirectly caused whilst skiing.

2) Bodily Injury or Disease or Damage to Property sustained by any person arising out of and in the course of his employment by the Camping Card International Holder under a contract of service or apprenticeship with the Camping Card International Holder.

3) Damage to property owned or occupied by or in the care, custody or control of an Assured.

4) Any act committed by the Assured with malicious intent, for instance:

- a) damage to ground or crops caused by trampling or setting up tents;
- b) indiscriminate disposal of garbage;
- c) damage to underground water gas or electricity pipes or cables.

5) This policy is subject to the Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause as follows:

This Policy does not cover: -

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- b) any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from: -

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6) Asbestos Exclusion 2003

It is agreed that this Policy shall not apply to liability for any claim arising in connection with

- 1) handling removal stripping out demolition storage transportation or disposal of asbestos and/or any other substance or compound that incorporates asbestos
- 2) surveying under the Control of Asbestos at Work Regulations 2002

It is further agreed that this Policy shall not apply to

- a) liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the inhalation and/or ingestion of or the existence of or exposure to asbestos and/or any other substance or compound that incorporates asbestos
 - b) liability which is a result of the removal from any building and/or structure of asbestos and/or any other substance or compound that incorporates asbestos as a consequence of an actual or alleged health hazard situation
 - c) any obligation to defend any claim or suit against the Assured alleging liability resulting from a) or b) above nor to Underwriters' liabilities for Defence Costs arising therefrom.
- 7)** This policy does not cover the first €70 in respect of claims arising from damages to rented accommodation or hotels.

Costs and Expenses

Underwriters agree to pay the costs and expenses incurred, with their written consent, in the defence of any such claim, provided always that, if a payment in excess of the amount of indemnity available under this policy has to be made to dispose of a claim, the Underwriters liability for such costs and expenses shall be such proportion thereof as the amount of indemnity available under this policy in respect of that claim bears to the amount paid to dispose of that claim.

Claims

Assured members shall give to the Association immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this policy, and of the receipt of any notice of any claim, and of the institution of any proceedings against the Assured member.

The Assured shall not admit liability for or offer or agree to settle any claim without the written consent of the Association or of the Underwriters, who shall be entitled to take over and conduct in the name of the Assured member for Underwriters' benefit any claims for indemnity or damage or otherwise against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim. The Assured shall give to the Underwriters such information and assistance as the Underwriters may reasonably require.

All claims in respect bodily injury or disease must be referred to Underwriters without delay.

Fraudulent Claims

If any Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, the cover hereunder shall be forfeited in respect of the Assured concerned.

Underwriters reserve the right to request a copy of the campsite, hotel or rented accommodation invoice for the full period of the stay.

14 January 2014