

Park Home Insurance

Policy wording



Welcome

Thank you for buying park home insurance with Lifesure. We're a broker with over 50 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

Your agreement is based on the information that you provided when you applied for the policy and is reflected in the statement of insurance facts document that we've sent to you. It's important that this information is correct, so please take a moment to check through it. Do let us know if anything needs to change as soon as possible, as any inaccuracies or misrepresentation could lead to your insurer rejecting a claim or even voiding your policy. If you're happy, please keep all documents together, somewhere safe.

If there are any changes to your circumstances, please let us know as soon as possible. Your cover could be affected if you need to make a claim for something that we weren't aware of.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 10. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Thanks again for choosing Lifesure.

Kind regards

Customer Service Team

Pen Underwriting Welcome

Thank **you** for choosing Lifesure Insurance to protect **your park home**.

We want to help you understand **your** Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This Policy Document, the statement of fact, any notice to policyholder issued to **you**, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents in a safe place.

That policy is not complete without a policy **schedule**. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Lifesure Insurance policy is split into several sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

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Important Information about your Policy

The Insurers or Service Providers

Sections One, Two & Three of this **Park home** Insurance policy is underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects **you** by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for **you** on behalf of the insurers.

In providing insurance services, Pen will share **your** personal data with Aviva. For information on how Aviva use **your** personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Section Four - This insurance policy has been arranged by Rhino Protect Ltd and is administered by ARAG plc who are authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274

Section Five - This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613. Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority.

Lifesure

Lifesure was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If you wish to learn more about Lifesure, please visit our website at lifesure.co.uk.

Lifesure is authorised and regulated by the Financial Conduct Authority. Details of Lifesure may be checked on the Financial Services Register at fca.org.uk/register noting the Firm number 311786.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** obligations. See <https://www.fscs.org.uk/>

Policy Format

Please get in touch by contacting **your** broker if **you** need **your** documents in large font, braille, or as audio.

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule** or amendments in any notice to policyholder issued to **you**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

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

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our use of language

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

Things we need to tell you about

Data Privacy Notice

Pen Underwriting Limited are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

Telephone calls and recording

Calls to 0800 numbers from UK landlines and mobiles are free. 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.

Definitions

Applicable to Sections One, Two & Three of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Bodily Injury Includes death or disease.

Broker Lifesure, the intermediary who arranged this insurance on **your** behalf.

Contents Household goods, within the **park home**, which are your property or which you are legally responsible for, with the limit for any one item being £2,500 unless otherwise stated in **your schedule**.

Contents includes:

- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **park home**,
- **Money** and **credit cards**, up to £250 in total,
- **Contents** in outbuildings and fixed storage chests up to £1,000, unless otherwise stated in **your schedule**,
- **Contents** in the open up to £500,
- **Valuables** and **personal belongings** within the **park home** up to a maximum of 20% of the **contents** sum insured, with the limit for any one item being £2,000, unless otherwise stated in **your schedule**,
- **Office equipment** up to £2,000,
- Domestic oil in fixed fuel tanks up to £1,000
- Bottled gas (including cylinders) up to £150,
- Pedal cycles up to £500 in total unless otherwise stated in **your schedule**.

Contents does not include:

- Motor vehicles (other than garden machinery & mobility scooters), caravans, aircraft, trains, boats, watercraft, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- **Money, credit cards, personal belongings** and **valuables** in outbuildings.
- Permanent fixtures and fittings
- Any property held or used for business purposes,
- Any property insured under any other insurance,

The **contents** sum insured shown in **your schedule** is automatically increased by 10% for gifts within the **park home** during the month in which you celebrate a religious festival, wedding day or birthday.

Endorsement A change in the terms and conditions of this insurance.

Excess The amount stated in the **schedule** and payable by **you** in the event of a claim.

Family Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. '**Family**' does not include lodgers or tenants.

Heave Upward and/or lateral movement of the site on which **your park home** stands caused by swelling of the ground.

Landslip	Downward movement of sloping ground.
Park Home	<p>Residential park home pre-fabricated (entirely or in part) and manufactured in accordance with British Standard 3632, assembled and sited in accordance with manufacturer's instructions, OR Chalet/Lodge/Cabin of non-standard construction, designed and purpose built for use as a private residential dwelling (not a holiday home), including:</p> <ul style="list-style-type: none"> • Permanent fixtures and fittings, • Domestic outbuildings, garages, sheds and fixed storage chests, • Skirting and floatation devices, • Steps, balconies, patios, paths, drives, fences and gates • Solar panels permanently attached to the structure which you own or for which you are legally responsible, limited to £2,000
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Belongings	<p>Personal belongings are items that belong to you and are normally worn or carried on the person, with the limit for any one item being £2,000 unless otherwise stated in your schedule.</p> <p>Personal belongings includes:</p> <ul style="list-style-type: none"> • Luggage, • Clothing, • Sports, musical, camping and photographic equipment, • Portable computer equipment up to £1,000 in total unless otherwise stated in your schedule, • Mobile phones up to £250 in total unless otherwise stated in your schedule, <p>Personal belongings does not include:</p> <ul style="list-style-type: none"> • Tools used or held for business, professional or trade purposes, • Valuables, • Contact or corneal lenses. • Hearing aids unless otherwise stated in your schedule, • Pedal cycles, • Any property insured under any other insurance.
Schedule	The schedule is part of this insurance and contains details of you , the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the park home within ten years of construction
Subsidence	Downward movement of the site on which your park home stands by a cause other than the weight of the park home themselves.

Definitions

Applicable to Sections One, Two & Three of this insurance (continued)

Unoccupied	Where the park home has not been occupied overnight by you or any member of your family or any other person with your permission.
Valuables	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to you or are your legal responsibility.
We/Us/Our	The insurers shown in your schedule .
You/Your/Insured	The person or persons named in the schedule and all members of your family

Our Service Commitment to You

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
<u>Lifesure Insurance</u> 3 Fenice Court, Phoenix Park, Eaton Socon, St. Neots, PE19 8EW Tel: 01480 402 460 Email: info@lifesure.co.uk	<u>Pen Caravans</u> Pen Claims Handling Department, Davies Group, PO BOX 1291, Preston, PR2 0QJ Tel: 0345 072 99 57 Email: newclaims.penunderwriting@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Pen Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of **our** final response to **you**, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away to log **your** claim using one of the following methods:

New Claims

Pen Claims Handling Department
PO BOX 1291
Preston
PR2 0QJ

Tel: 0345 072 99 57

Email: newclaims.penunderwriting@davies-group.com

Online: www.penhouseholdclaims.co.uk

(Please note that claims are handled on our behalf by Davies Group Limited)

If **you** need to get in touch with **us** to talk about an existing claim, please contact **us** straight away by calling the claims helpline on:

Existing Claims

Pen Claims Handling Department
PO BOX 1291
Preston
PR2 0QJ

Tel: 0345 072 99 57

Email: claims@davies-group.com

Claims Procedure (continued)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For **park home** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your park home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **contents** or if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

Applicable to Sections One, Two & Three of this insurance

These are the claims terms and conditions which **you** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** reasonably can and give us all information and help **we** need.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into your **park home** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

Claims Terms and Conditions (continued)

How we deal with your claim (continued)

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

We will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

General Conditions

Applicable to Sections One, Two & Three of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid or **we** may declare **your** policy void.

Each **park home** included under this insurance is considered to be covered as if separately insured.

Take Care

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

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- i. **Your Park home** should be adequate for the cover **you** have selected and include an amount for additional costs such as debris removal, delivery charges, charges made by the site and re-siting costs.
- ii. **Contents** should be insured for the full cost of replacement as new.
- iii. Your sum insured for **personal belongings** must reflect the current market value.

Changes in Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **You** change or sell **your park home**;
- **You** change where **your park home** is sited;
- **You** change **your** permanent address;
- **You** make any changes to the **park home** itself, including but not limited to bodywork, structural alterations or alterations to fixtures and fittings;
- **You** change the use of **your park home** or it becomes **your** main residence;
- **You** or **your family** have received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the **park home**
- **Your park home** will be **unoccupied** for more than 30 days

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

General Conditions (continued)

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

General Exclusions

Applicable to Sections One, Two & Three of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

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

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

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **park home**.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

General Exclusions (continued)

Applicable to Sections One, Two & Three of this insurance (continued)

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Terrorism Exclusion

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

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Solid Fuel & Portable Heaters

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from the ownership or use of a solid fuel burning stove/heater or any portable space heater within the **park home**

General Exclusions (continued)

Applicable to Sections One, Two & Three of this insurance (continued)

13. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

14. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

Section One – Your Park home & Contents

What is covered:	What is not covered:
Loss or damage to your park home and its contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow.	<ul style="list-style-type: none"> • Loss or damage caused by subsidence, heave or landslip other than as covered under number 9, • Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, • Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) • Loss or damage to any moveable contents in the open
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul style="list-style-type: none"> • Loss or damage caused by subsidence, heave or landslip other than as covered under number 9, • Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, • Loss or damage caused by failure of or lack of sealant and/or grout. • Loss or damage while your park home is unoccupied for longer than 7 days during the period 1st November until 31st March unless: <ul style="list-style-type: none"> • The water has been switched off at the mains and the entire water system has been drained down; or • Where the park home has the benefit of a gas or oil fired central heating system it is set to operate continuously for 24 hours of each day and the thermostat is set at not less than 10 degrees Celsius/50 degrees Fahrenheit
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	

Section One – Your Park home & Contents (continued)

What is covered:	What is not covered:
Loss or damage to your park home and its contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
6. Theft or attempted theft.	<ul style="list-style-type: none"> Loss or damage while your park home is unoccupied for more than 30 days, other than as a result of forcible or violent entry to or exit from the park home Loss or damage while your park home, or any part of it, is lent or let other than as a result of forcible or violent entry to or exit from the park home Loss of money other than as a result of forcible or violent entry to or exit from the park home
7. Collision or impact by any vehicle or animal.	<ul style="list-style-type: none"> Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	
9. Subsidence , or heave of the site upon which the park home stands or landslip	<ul style="list-style-type: none"> Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause, Loss or damage to solid floors, unless the walls of the park home are damaged at the same time by the same cause, Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law, Loss or damage caused by river or coastal erosion, Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, Loss or damage whilst the park home is undergoing any structural repairs, alterations or extensions.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
11. Falling trees, branches, telegraph poles or lamp-posts.	<ul style="list-style-type: none"> Loss or damage caused by trees being cut down or cut back, Loss or damage to gates, hedges and fences.

Section One – Your Park home & Contents (continued)

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
a. Accidental damage to the park home and its contents	<ul style="list-style-type: none"> • Accidental damage to contents outside the park home • While the park home is lived in by anyone other than you or a member of your family • Loss or damage which we specifically exclude elsewhere under Section One • The park home moving, settling, shrinking, collapsing or cracking, • Damage while the park home or its contents are being altered, repaired, professionally cleaned, maintained or extended, • The cost of general maintenance, • Damage from mechanical or electrical faults or breakdown, • Damage caused by dryness, dampness, extreme of temperature or exposure to light, • Damage caused by domestic pets, • Depreciation in value, • Loss or damage where the park home has been unoccupied for more than 30 days
b. Accidental damage to underground service pipes and cables serving the park home and for which you are responsible	<ul style="list-style-type: none"> • Loss or damage caused by frost
c. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the park home if the keys are lost or stolen anywhere in the world.	<ul style="list-style-type: none"> • More than £500 in any period of insurance
d. If your park home is damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your park home , we will pay the cost of removing and replacing any other parts of your park home necessary to find and repair the source of the leak and making good.	<ul style="list-style-type: none"> • More than £5,000 in any period of insurance.
e. If the park home becomes uninhabitable following loss or damage covered by this insurance, we will pay you for one of the following which we have agreed to: <ol style="list-style-type: none"> a) Costs of similar alternative accommodation while the park home cannot be occupied for you and your domestic pets b) Ground rent or pitch fees which you are liable to pay while the park home cannot be occupied 	<ul style="list-style-type: none"> • More than £50,000 in any period of insurance

Section One – Your Park home & Contents (continued)

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
f. Following loss or damage covered by this insurance, we will pay expenses you have to pay and which we have agreed in writing for: <ul style="list-style-type: none"> a) Architects, engineers, surveyors and other professional fees, b) Removal of debris, c) Re-siting and delivery d) Costs in order to comply with any Government or local authority requirements 	<ul style="list-style-type: none"> • Any expense for preparing a claim or an estimate for loss or damage, • Any costs if Government or local authority requirements have been served on you before the loss or damage • More than £15,000 for the costs of re-siting and delivery
g. The costs of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature	<ul style="list-style-type: none"> • More than £500 in any one period of insurance, • Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply, • Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action, • Loss or damage caused by you not complying with the operating instructions set out in the manufacturers hand book • Loss or damage where the park home has been unoccupied for more than 30 days
h. Loss or Damage to mobility scooters whilst in the park home	<ul style="list-style-type: none"> • More than £5,000 any one event, unless specified in your schedule • Theft or attempted theft, unless from a securely locked building or outbuilding and the ignition key removed • Any vehicles registered for use on the road.
i. The costs of replacing the title deeds to your park home if they are damaged following loss or damage covered by this insurance or whilst in your bank	<ul style="list-style-type: none"> • More than £1,000 in any period of insurance
j. Fatal injury to you happening at your park home caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.	<ul style="list-style-type: none"> • More than £10,000 for each insured person(s). • More than £50,000 in any period of insurance
k. Increased metered water charges you have to pay following an escape of water loss which gives rise to an admitted claim under event 4 of Section One	<ul style="list-style-type: none"> • More than £2,500 in any period of insurance • Loss or damage where the park home has been unoccupied for more than 30 days
l. The costs of re-instating the gardens to their original condition following damage following a loss covered under Section One	<ul style="list-style-type: none"> • More than £750 in any period of insurance
m. Damage to the park home caused by forced access to deal with medical emergency or to prevent damage to the park home	<ul style="list-style-type: none"> • More than £1,000 in any period of insurance
n. Costs incurred by you in respect of emergency travel to the park home to inspect damage which leads to a loss covered under Section One and to prevent any further loss or damage from the same event	<ul style="list-style-type: none"> • More than £500 in any period of insurance

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for your Park home

Following loss or damage covered by this insurance **we** will pay for the cost of repairing **your park home** or, if **your park home** is damaged beyond economical repair we will pay as follows:

New for Old

If **you** have selected New for Old cover in **your schedule** **we** will decide to repair, replace or cash settle. If **your park home** is damaged beyond economic repair **we** will pay the cost of replacing **your park home** with a brand new equivalent provided that:

- a. The **park home** is no more than 15 years old at the start of the **period of insurance**
- b. The sums insured represent the cost of a new **park home** of the same make and model

If the same make and model is not available **we** will replace **your park home** with a new **park home** of the same make and nearest equivalent model, specification and value or pay **you** the last manufacturer's list price for **your park home**.

If **we** agree to make a cash settlement, **we** will pay the lesser of:

- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

Market Value

If **you** have selected Market Value cover in **your schedule**, **we** will decide to pay the cost of repairing **your park home** or the provide a cash settlement based on the market value of **your park home** at the time and date of the loss. The market value will be the cost of replacing **your park home** with one of a similar age, make, model and condition based on the market prices at the time of the loss.

1. Where an **excess** applies, this will be taken off the amount of **your** claim
2. If **your park home** has not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your leisure** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your park home** and **we** will, where appropriate, take off an amount for wear and tear.
3. **We** will not pay the cost of replacing or repairing any undamaged parts of the **park home** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.
4. All **park home** repairs carried out by **our** preferred suppliers and insured under the buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.
5. No allowance will be made for VAT when a cash settlement is made.

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for your Park home

Proportionate Remedy

If the cost of replacing or repairing **your leisure home** is more than your sum insured at the time of any loss or damage, then we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium you have paid for **your leisure home** is equal to 75% of what your premium would have been if **your leisure home** sum insured was enough to replace **your leisure home** at the selected basis of cover, then we will pay up to 75% of any claim made by you.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your park home**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for Your Contents

Following loss or damage to **your contents** we will pay as follows:

1. Where the damage can be economically repaired **we** will pay the cost of repair; or
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality; or
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value
4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.
5. Unless otherwise stated in the **schedule**, **we** will not pay more than:
 - a. £2,500 for any one item of **contents**;
 - b. £2,000 in total for **office equipment**
 - c. £250 for **money**;
 - d. £1,000 in total for **contents** in **outbuildings** and fixed storage chests;
 - e. £500 for domestic oil in fixed fuel tanks;
 - f. £250 in total **for pedal cycles**;
6. **We** will not pay for the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function where the loss or damage is restricted to a clearly identifiable area or specific part.

Your sum insured

Your contents must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the **contents** of each premises shown in the **schedule**.

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents of your home** as new, then **we** will pay up to 75% of any claim made by **you**.

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for Your Contents (continued)

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

Section Two – Valuables and Personal Belongings (cover away from the Park Home)

This section only applies only if **your schedule** shows that **valuables** and **personal belongings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
<p>Accidental loss, damage or theft of your valuables and personal belongings listed in the schedule occurring during the period of insurance when in the United Kingdom or when elsewhere in the world during a temporary visit not exceeding 60 days in any one period of insurance.</p> <p>We will pay up to the following limits, unless you have selected a higher limit and this is stated in your schedule:</p> <ul style="list-style-type: none"> £2,000 for any one item (including articles forming a pair or set), £1,000 in total in respect of portable computer equipment, £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant, £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms. 	<ul style="list-style-type: none"> Damage caused by moth, vermin or rot, Damage from electrical or mechanical faults or breakdown, Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon, Damage to guns caused by rusting or bursting barrels Breakage of any sports equipment whilst in use, Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision, Loss or damage caused by domestic pets, Riot or civil commotion outside the United Kingdom. Depreciation in value, Loss or damage to mobile phones unless otherwise stated in the schedule, Pedal cycles unless otherwise stated in the schedule.
<p>Theft or accidental loss of money or fraudulent use of your credit card(s).</p> <p>Any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s).</p> <p>Provided that within 24 hours of you discovering any such loss or theft, you have notified the card issuing company and the Police.</p> <p>Where you have reported your credit card(s), cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances you will only be liable for the first £50 of the claim.</p>	<ul style="list-style-type: none"> Any shortages due to error or omission, Loss of value, More than £1,500 in total, any one event, Loss where conditions under which your credit card(s) were issued to you have been breached.

Section Two – Valuables and Personal Belongings (continued)

Conditions that apply to Section Two – Values and Personal Belongings only

How we Settle Your Claim for Your Valuables and Personal Belongings

We will repair, replace or pay for any article covered under Section Three **valuables** and **personal belongings**.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new, and
- **You** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes
- Camping equipment,
- Household linen,

where **we** will take off an amount for wear and tear.

We will not pay the cost of replacing or repairing any undamaged parts of items which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

We can settle your **claim** by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

Your sum insured

The most **we** will pay under Section Three - **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Three - **valuables** and **personal belongings** is £2,000 unless otherwise stated in the **schedule**.

Proportionate remedy

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you**.

Section Three – Liability to the Public

Part A

We will pay for your legal liability	We will not pay for your legal liability
<p>1. As owner or occupier of the park home for any amounts you become legally liable for as damages for:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening at the park home during the period of insurance.</p> <p>2. As a private individual for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening anywhere in the world during the period of insurance.</p> <p>3. In relation to accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the park home.</p> <p>The most we will pay in respect of all claims arising from one accident or series of accidents arising from one event is £5,000,000, plus the costs and expenses we have agreed in writing</p>	<p>Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> a. For bodily injury to or damage to property owned by or in the charge or control of: <ul style="list-style-type: none"> i. You or your family; ii. Any person who at the time of sustaining injury is engaged in your service b. For bodily injury arising directly or indirectly from any communicable disease or condition c. Arising out of any criminal or violent act to another person or property d. Arising directly or indirectly out of any profession, occupation, business or employment e. Which you have assumed under contract and which would not otherwise have attached f. Arising out of your ownership, possession or use of: <ul style="list-style-type: none"> i. any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii. any power-operated lift other than stairlifts iii. any aircraft (including but not limited to model aircraft, drones, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, iv. firearms (except shotguns used for sporting purposes), v. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation g. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises h. if you are entitled to indemnity under any other insurance, until such insurance(s) is exhausted i. Arising while your park home is attached to a mechanically propelled vehicle j. Arising as a result of your park home, or any part of it, becoming detached from any towing vehicle k. your legal liability in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance l. The direct or indirect consequences of assault or alleged assault m. Any deliberate, wilful or malicious act

Section Three – Liability to the Public (continued)

Part B

We will pay for your legal liability	We will not pay for your legal liability Any cause already excluded within the General Exclusions.
<p>For any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p> <p>The most we will pay in respect of all claims arising from one accident or series of accidents arising from one event is £2,000,000, plus the costs and expenses we have agreed in writing</p>	<ul style="list-style-type: none">a. Liability arising from an incident which happened over 7 years after this insurance ends or your home was sold, whichever is the soonerb. Liability arising from any cause which you are entitled to under another sourcec. The cost of correcting any fault or alleged faultd. Liability arising from any home previously owned and occupied by you in which you still hold legal title or have an intereste. Anything owned by or the legal responsibility of your familyf. Injury, death, disease or illness to any of your family (other than your domestic employee(s) who normally live with you)g. Liability arising from any employment, trade, profession or business of any of your familyh. Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement

Important Notice

Dangerous Dogs Act 1991

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

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Four - Family Legal Expenses

This document forms a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. This is a "claims made" insurance policy. This insurance only covers claims which arise and which are notified within the **period of insurance**. In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

This insurance is a contract between **you** and the **insurer**. Subject to the terms, conditions, clauses and exclusions of this insurance, the **insurer** will indemnify the **insured person** against **legal expenses** which may be incurred during the **period of insurance** for which **your** premium has been accepted.

Subject always to the **limit of indemnity**, the **insurer** will pay for **legal expenses** which arise from **legal proceedings** brought by an **insured person** within the jurisdiction of a court or other body in the **United Kingdom** or against an **insured person** within the jurisdiction of a court or other body in the **territorial limits** and in either case falling within the scope of any of Sections 1 to 8 below provided that:

- a) **Your home** is in the **United Kingdom**.
- b) The **date of occurrence** is within the **period of insurance**.
- c) **We** have given written permission for an appeal or defence of an appeal.
- d) No more than two claims in any one **period of insurance**, not taking into account any claims(s) rejected by **us**.
- e) The amount in dispute is more than £100.
- f) Where the claim relates to a dispute arising from a contract of employment (as provided for under sections 3 and 5B of 'Family Legal Expenses'), all possible routes of dispute settlement including (without limitation) mediation, must have been exhausted by the **insured person**.

Section 1. Consumer contract disputes

Disputes arising out of a contract for:

- a) The purchase or hire of **goods** or services for private use; or
- b) The sale or supply of privately owned **goods** provided that the **insured person** has entered into the agreement or alleged agreement after the commencement of the first **period of insurance**.

Disputes arising out of a contract

- c) between the **policyholder** and the site where **your home** is sited provided that any such dispute did not arise prior to the commencement of the first **period of insurance**.

Section 2. Domestic property protection

Disputes arising out of:

- a) A third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to an **insured person's** material property (including **your home** but not any other buildings or land) which causes or could cause physical damage or pecuniary loss.
- b) Infringement of **your** legal rights originating from the ownership of **your home**.
- c) A contract in **your** name and relating to **your home** for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) provided that the **insured person** has entered into the agreement or alleged agreement after the commencement of the first **period of insurance**.

Section Four - Family Legal Expenses (continued)

The **insurer** will not indemnify the **insured person** in respect of claims:

- a) in respect any buildings or land other than **your home**;
- b) boundary disputes which arise in the first 180 days of this insurance unless the policy has renewed at least once.

Section 3. Employment

Disputes arising from or relating to an **insured person's** contract of employment as an **employee** excluding director's service contracts.

Section 4. Professional negligence

Disputes an **insured person** may have with solicitors, accountants and surveyors arising out of:

- a) An agreement entered into by the **insured person** after the inception of the first **period of insurance**.
- b) Actual or alleged negligent advice, error and or omission where the **date of occurrence** is after the inception of the first **period of insurance** or where the starting date (as defined by Section 14A (5) of the Limitation Act 1980 or any amending or superseding legislation) is within the **period of insurance** provided that the relevant facts were not known to **you** and or any other **insured person** at the inception of the first **period of insurance**.

Section 5. Legal defence

The defence of any:

- a) Prosecution of an **insured person** in a criminal court arising out of the sale or supply of privately owned **goods**.
- b) Civil action, arising out of the **insured person's** work as an **employee** (but not as a director), under any legislation relating to data protection or being a trustee of a pension fund set up for the benefit of the **insured person's** fellow **employees**.

Section 6. HM Revenue & Customs

An extensive examination by the HM Revenue & Customs into an **insured person's** personal tax affairs arising out of the **insured person's** work as an **employee** excluding enquiries limited to specific aspects of the self-assessment tax return.

Section 7. Attendance expenses

The actual loss of the salary or wages of an **insured person** for the time off work to attend any court or tribunal hearing at the request of the **appointed representative** or as a defendant of an admitted claim under this insurance provided that such salary or wages are not recoverable from the relevant court, tribunal or other party, up to £100 per person per day to a maximum of £1,000 any one claim.

Section 8. Personal injury

The pursuit of **legal proceedings** to recover damages for death of or bodily injury sustained by an **insured person** as a result of a sudden or specific accident (but excluding accidents involving a motor vehicle or any illness or injury, which arises from a gradually operating cause).

Section Four - How to make a claim

You must tell the insurer immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this policy.

If **you** need to notify a potential claim, please complete a claim form on the insurer's website:
www.arag.co.uk/newclaims

Alternatively, **you** can request a claim form by calling **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

For further information regarding claims please refer to the section titled 'General conditions'.

Section Four - General exclusions

This insurance does not cover any claim

1. Trade, business or profession

Arising from any trade, business, profession or employment of any **insured person** except as provided for under Sections 3 and 5 of the cover.

2. Motor vehicles

Relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **insured person**.

3. Libel or slander

Relating to written or verbal remarks.

4. Deliberate, dishonest, violent or criminal acts

a) Relating to:

- i. A cause of action intentionally brought about by an **insured person**.
- ii. An **insured person's** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.

b) If it is dishonest or exaggerated in any way, if this happens we will also cancel all cover immediately.

5. Legal expenses not agreed

For **legal expenses** incurred:

a) Before **we** agree to pay them on the **insurer's** behalf.

b) Where the **policyholder** and or **insured person**:

- i. Pursues or defends a case without **our** agreement or in a different manner to or against the advice of the **appointed representative**;
- ii. Fails to give proper instructions in due time to **us**, to the **appointed representative** or to counsel or other persons instructed by the **appointed representative**;

c) Where the **appointed representative** refuses to act on behalf of the **insured person** for any reason other than a conflict of interest when General Condition 5 will apply.

d) In respect of witnesses, experts or agents interviewed, engaged or called as a witness without **our** prior written approval.

e) Prior to issue of formal **legal proceedings** which does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure.

f) Adverse costs awards made against the **insured person**, pursuant to section 22, Employment Act 2002 including, without limitation, prior to the expiry of any applicable ACAS discussion period.

6. Delay and prejudicial acts

Where an **insured person**, in the reasonable opinion of the **insurer**, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **appointed representative** or withdrawing from the case.

Section Four - General exclusions (continued)

This insurance does not cover any claim

7. **Other insurances**

For **legal expenses** which can be recovered by an **insured person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under the other insurance(s).

8. **Fines and penalties**

For fines, damages or other penalties which the **insured person** is ordered to pay by a court or other authority.

9. **Disagreement**

Relating to any dispute with the **insurer** or **us**.

10. **Date change**

For **legal expenses** arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date.

11. **War risks**

For **legal expenses** arising for any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

12. **Terrorism**

For **legal expenses** arising for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

13. **Radioactive contamination**

For **legal expenses** arising for any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

- i. irradiation or contamination by nuclear material; or
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter; or
- iv. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Section Four - General exclusions (continued)

14. **Electronic Data**

For **legal expenses** for any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

15. **Judicial review**

For **legal expenses** relating to any judicial review whether within the **territorial limits** or not.

16. **Bankruptcy, liquidation or receivership**

For **legal expenses** when the **insured person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a deed of arrangement or part or all of the **insured person's** affairs or property are in the care or control of a receiver or an administrator.

17. **Intellectual property**

Relating to **legal proceedings** involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

18. **Medical negligence**

Relating to **legal proceedings** arising out of any actual or alleged case of medical negligence committed against any **insured person**.

19. **Breakdown of marriage**

Relating to any dispute that **you** may personally have arising from or relating to the breakdown of a marriage, civil partnership or common law relationship.

Section Four - General conditions (continued)

1. Your responsibilities

- a) **You** must notify **your** broker as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance or of any circumstances which may give rise to a claim. Failure to do so may invalidate **your** insurance or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this insurance should we become aware of any fact which may affect the cover provided by this insurance.
- b) All **insured persons** must
 - i. Observe and comply with the terms and conditions and exclusions of this insurance.
 - ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim.
 - iii. Take all reasonable steps to minimise the amount payable under this insurance.
 - iv. Take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure.

2. Fraudulent claims or statements

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

3. Reporting and acceptance of a claim

You should notify any potential claim as soon as possible, and no later than 90 days after the **date of occurrence**. **You** will be required to provide the names of any possible witnesses and details, produced at **your** own expense, of any costs incurred prior to **our** acceptance of **your** claim, including any action already taken.

4. Acceptance of a claim and right to refuse indemnity

We are entitled to refuse to accept a claim or to continue to indemnify an **insured person** where:

1. In **our** opinion:
 - i. the **policyholder** and or any other **insured person** has not disclosed any material information to **us** or to the **insurer**.

Section Four - General conditions (continued)

- ii. the **policyholder** and or the **insured person** has failed to provide **us** or the **appointed representative** with any relevant information and or supporting evidence.
- 2. In the opinion of the **appointed representative**, there do not or no longer exist reasonable grounds for believing that the **legal proceedings** have a reasonable prospect of success and where applicable, that there are reasonable prospects of recovery from the other party.
- 3. In **our** or their opinion, after having taken advice from **our** or the **policyholder's** own advisors (who are not the **appointed representative**) or counsel, there do not or no longer exist reasonable grounds for believing that the **legal proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party.

We may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **legal proceedings**. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of the **legal proceedings**.

If **we** refuse to accept a claim or to continue to indemnify an **insured person**, they or **we** will give the reason(s) in writing to the **policyholder** and the **insured person**.

In all cases, the onus shall be on **you** to demonstrate to the **appointed representative**, or to **our** own advisors or counsel (as appropriate) that such reasonable grounds as referred to above exist. **Your** cost of investigation and other expenses relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

5. Legal representation

- a) Before **we** accept a claim, **we** will tell **you** the name and address of **our** nominated **appointed representative**. That person will not become the **appointed representative** until **we** confirm in writing that they have accepted the claim.
- b) If **we** agree to the commencement of **legal proceedings** then an **insured person** has the right to nominate an **appointed representative**. This must be done by sending **us** the name and address prior to the commencement of any **legal proceedings**.
- c) When an **appointed representative** is appointed **we** will send them a copy of **our** terms of appointment which must be accepted by the **appointed representative** before commencing any work for **you**.
- d) If **we** and an **insured person** do not agree about the choice of the **appointed representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- e) The **insured person** shall always have regard to General Condition 1 both in relation to the nomination of an **appointed representative** and in relation to the conduct of the **legal proceedings**.
- f) This General Condition 5 also applies where a conflict of interest arises during **legal proceedings** or arises from the handling of a claim and the appointment of a replacement **appointed representative** is required.

Section Four - General conditions (continued)

6. Control of the claim

- a) All information, evidence and documents relating to the **legal proceedings** must be provided, at the **insured person's** own expense, to the **appointed representative** when requested and the **insured person** must meet with the **appointed representative** when requested.
- b) The **insured person** must keep the **appointed representative** regularly informed of all developments and co-operate fully in all respects.
- c) **We** must have direct access to the **appointed representative** at all times.
- d) The **insured person** must give the **appointed representative** any instructions asked for by **us** including for the supply of any documents or other information required by **us**.
- e) **We** are entitled to require the **policyholder** and or the **insured person** to immediately produce to **us** all information, evidence, legal advice and documents relating to the **legal proceedings** in the possession or custody of the **policyholder**, the **insured person** or the **appointed representative**.
- f) The **policyholder** or the **insured person**, directly or via the **appointed representative**, must inform **us** immediately in writing if anyone makes an offer to settle the **legal proceedings** and no such offer should be accepted without **our** prior written consent.

7. Payment under this insurance

- a) If any offer to settle the **legal proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by the **insured person** in the **legal proceedings** is not accepted by the **insured person**, the **insurer** will have no liability in respect of **legal expenses** incurred after such refusal unless **we** have given **our** written agreement to the continuation of the **legal proceedings**.
- b) When requested by **us** the **insured person** must instruct the **appointed representative** to have the **legal expenses** made subject to detailed assessment or audit by the relevant court or tribunal.
- c) All accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance must be submitted to **us** promptly.
- d) Following receipt of the relevant accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance, payment will be made direct to the **appointed representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e) If the **insured person** withdraws from the **legal proceedings** without **our** agreement, cover will cease immediately and **we** will be entitled to be reimbursed for any **legal expenses** previously agreed or paid to or on behalf of the **insured person** in respect of such **legal proceedings**.

8. Recoveries

We reserve the right to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance to anyone else. If **you** or an **insured person** recovers **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **us**.

Section Four - General conditions (continued)

9. Arbitration

Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

10. Assignment

This insurance is between and binding upon the **insurer** and the **policyholder** and their respective successors in title, but this insurance may not otherwise be assigned by the **policyholder** without the **insurer's** prior written consent.

11. Waiver

If **we** or any **insured person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

12. Governing law

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 Laws of England and Wales.

13. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

Section Four - Definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in **bold** in this policy.

Appointed representative

A solicitor, accountant or other suitably qualified person appointed in accordance with the provisions of General Condition 5, to act for an **insured person**.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Date of occurrence

The date of one or more events arising at the same time or from the same cause, which give(s) rise to a claim under this insurance.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Employee

A person working under a contract of service excluding any person working under a contract of apprenticeship or providing services under a contract for services.

Goods

Household **goods** and personal effects but only to the extent that these are insured under **your** household policy of insurance.

Insured person

You and with **your** agreement to claim and if permanently living with **you**, the person **you** are married to or live with as if married, all members of **your** family and where applicable, the legal personal representatives of any of them.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal expenses

The legal, accountants fees, costs, disbursements and other professional charges in connection with **legal proceedings** which we have agreed to fund

- a) Reasonably and necessarily incurred by the **appointed representative**.
- b) Incurred by other parties in civil cases if an **insured person** has been ordered to pay them or pays them with **our** prior agreement.

Legal proceedings

The pursuit or defence of legal disputes, tax investigations and tribunal proceedings made by or brought against an **insured person** including appealing or defending an appeal against judgment and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the **territorial limits**.

Limit of indemnity

The sum of £50,000 being the maximum amount payable by the **insurer** in respect of any one claim and in aggregate for all claims notified during any one **period of insurance**.

Period of insurance

The period for which **you** have paid or agreed to pay and we have agreed to accept a premium. This period will be the same as that of **your** household insurance policy with which this certificate was issued.

Section Four - Definitions (continued)

Territorial limits

- a) Parts 2, 3, 5, 6, 7 and 8 of this policy will cover:
The **United Kingdom**.
- b) Parts 1 and 4 of this policy will cover:
 - i. The **United Kingdom** and other European Union member countries except for Estonia, Latvia and Lithuania.
 - ii Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the Vatican.

United Kingdom

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

We/us/our

Vantage Protect Ltd, an insurance Intermediary who has been delegated authority to bind cover and manage claims settlements on behalf of the **insurer**.

You/your/policyholder

The person(s) named on the policy schedule as the **policyholder**.

Your home

The park home listed in the schedule and listed in **your** underlying household insurance policy.

Section Four - How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below.

For complaints regarding the sale of the policy, please contact:

Lifesure

3 Fenice Court, Phoenix Park, Eaton Socon, St Neots, Cambridgeshire, PE19 8EW

Tel: 01480 402 470

Email: complaints@lifesure.co.uk

For complaints regarding claims, please contact ARAG.

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level.

ARAG can be reached in the following ways:

Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW

Section Four - How to make a complaint (continued)

If ARAG are not able to resolve the complaint to **Your** satisfaction then **You** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Tel: 0800 0234 567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights. **You** can read more about ARAG's complaints procedure on their website by clicking here: <https://www.arag.co.uk/contact/making-a-complaint>

Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that the **Insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Consumer Insurance Act

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

Section Four - Data protection and privacy statement

In respect of Part 4 (**Family Legal Expenses**), the following Privacy Notice applies.

This is a summary of how we collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk.

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with **our** privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data please refer to **our** full privacy statement.

Section Five - Home Emergency Insurance

This home emergency insurance is different to park home buildings and contents insurance. It is designed to complement **your** park home insurance, providing benefits and services which are not normally available under household insurance. This Insurance does not cover normal day-to-day Home maintenance which **you** should carry out or pay for, such as items which tend to gradually wear out over a period of time or need periodic attention. The following cover advises what is and is not covered in this policy.

What is covered

An event which **we** consider to be an **emergency** to **your home** by the following causes:

Bursting or sudden leakage of water pipes within **your home** or failure of **your** domestic hot water heating.

Failure of, or damage to, underground drains or sewers.

Failure of **your mains services** for which **you** are legally responsible.

Damage to, or mechanical failure of, the only accessible toilet or cistern in **your home** which results in complete loss of function.

What is not covered

An **emergency** which happens before the **period of insurance** starts or within 14 (fourteen) days of the date of first purchase of this insurance.

We will not cover:

- dripping taps;
- burst or leaking flexible hoses or leaking washing; appliances which are fitted with a stop tap;
- slow seepage from joints or gaskets which does not involve a sudden escape of water;
- leaking overflows;
- the results of hard water scaling deposits;
- breakage of any basin, bath, bidet or shower base.
- any leak caused by pests or infestations
- where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at **Your Home**.

We will not cover:

- blockage of soil or waste pipes from sinks, basins, bidets, baths or showers;
- the results of hard water scaling deposits.

We will not cover:

- malfunctioning or blockage of cesspits or septic tanks and their associated pipe work;
- loss or damage arising from the utility company interrupting or deliberately disconnecting the **mains services** or any equipment they are responsible for.

We will not cover:

- any claim where there is another working toilet within **your home**;
- breakdown of, loss of or damage to Saniflo or other macerator toilets;
- cost of replacement ceramics or parts.

Section Five - Home Emergency Insurance (continued)

What is covered

We will appoint an **approved contractor** to assist **you** if **you** lose or damage the only available key to **your home** or if **you** are unable to gain access to **your home** due to failure or damage to the external locking mechanism.

Complete failure of **your** central heating system involving a boiler.

Removal of wasp nests, field or house mice or brown rats within **your home**.

What is not covered

We will not cover any:

- theft of keys;
- vandalism; or
- malicious damage not reported to the Police.

We will not cover:

- replacement of any boiler if repair or reinstatement is not possible due to the nonavailability of parts;
- any costs for work recommended as being undertaken following a service of **your** boiler;
- any intermittent or reoccurring fault;
- any water pressure adjustments or failure caused through hard water scale or sludge;
- gas leaks from any pipes or appliances;
- any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions;
- any boiler or system noise;
- any radiator valves;
- any airlocks in the central heating piping;
- any costs relating to the repair or replacement of the central heating pump or wall or room thermostat;
- the results of hard water scaling deposits;
- any heating systems over 20 (twenty) years old;
- any heating systems that have an output of more than 60 (sixty) kw per hour capacity;
- any claims where **your** boiler is deemed **beyond economic repair**;
- boilers that have not been serviced in line with the manufacturers guidance or where **you** cannot provide evidence that the boiler has been serviced within the last 12 (twelve) months. **We** will need to see evidence the boiler has been serviced before **you** can make a claim.

We will not cover:

- any infestations or pests in gardens, or outbuildings;
- any damage caused by the pests or infestations or by their removal;
- repeated claims where **you** have not followed previous guidance from **us** or the **approved contractor** to prevent continued or further infestations;
- infestations where **you** have not taken reasonable hygiene measures to prevent it.

Section Five - Home Emergency Insurance (continued)

What is covered

Break-in or vandalism compromising the security of **your home**.

Emergency, temporary repairs following damage to **your** roof which is causing internal water damage.

Alternative Accommodation

Where **your home** is rendered not fit to live in as a result of an emergency covered by Part 5 of this policy, if **you** ask **us we** will arrange and pay up to a total of £250 including VAT for reasonable overnight accommodation only costs, incurred by **you**.

What is not covered

We will not cover:

- breakage of internal glass or doors;
- vandalism caused by anyone staying at **your** home with **your** permission
- any loss not reported to the Police.

We will not cover:

- flat or tarpaulin roofs.
- any claim involving guttering
- Any accommodation for persons that do not normally reside in **your home**.
- Laundry services, room service, restaurant or bar bills.

Section Five - How to make a claim

Reporting a claim

When **you** become aware of a possible claim under Part 5 of this policy, **you** must notify **us** immediately by telephone on 0345 307 4898.

Important conditions (including claims conditions)

You must ensure that **you** have read the 'Important Conditions (including Claims Conditions)' section of Part 5 on page 48 and comply with all such conditions.

How we deal with your claim

The following explains how a claim will be handled under Part 5 of this policy.

We will arrange for an **approved contractor** to assess the situation and carry out **emergency repairs** to **your home** to stabilise the situation and remove the **emergency** or restore the normal operation of the boiler.

Where the cost of a **permanent repair** is similar to the cost of an **emergency repair** we may, at **our** sole discretion, authorise **our approved contractor** to undertake a **permanent repair** to **your home**.

We will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials.

We will not pay for more than five (5) claims within the **period of insurance**.

Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all **emergencies** covered by this insurance, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that **we** will pay during any **period of insurance** is £2,500 including VAT.

Section Five - Important conditions

1. Claims conditions

- (a) When **you** become aware of a possible claim under Part 5 of this policy, **you** must notify **us** immediately by telephone on **0345 307 4898**.
We will then advise **you** how to protect yourself and **your home**.
The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.
Major **emergencies** which may result in serious damage or danger to **you** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services.
SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999
- (b) When **you** become aware of a possible claim under this insurance, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own appointed contractor, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.

2. Preventing loss or damage

You must take all reasonable steps to protect **your home** and prevent loss and damage and to maintain **your home** in sound condition and good repair.

3. Equipment servicing

All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **you** should keep all service documentation in case it is needed when **you** make a claim.

4. Keeping to policy terms and conditions

We will insure **you** only if **you** keep to all terms and conditions relating to section 5 of this policy.

5. Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false.
- Sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

Important note on cancellations specific to Section 5 (Home Emergency)

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 (fourteen) days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions We ask

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

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

Section Five - General exclusions

You are not covered for:

1. More than five (5) claims within the **period of insurance**.
2. Any loss or damage arising from faults, damage or infestation that **you** were aware of at the time **you** entered into this contract.
3. Any costs incurred when **you** have not notified **us** and received **our** prior agreement.
4. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement.
5. Damage incurred in gaining necessary access or the cost of effecting **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **home**.
6. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
7. Any claim when the **home** has been left **unoccupied** for thirty (30) consecutive days or more.
8. Any claim where the **home** is used for business purposes including where any room is sub-let under any form of tenancy agreement.
9. Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
10. Any loss or damage arising as a consequence of:
 - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date
 - b) computer viruses
12. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **our** part can be demonstrated. An example of this would be loss of wages as a result of an **emergency**.
13. Costs associated with any other property, **home** contents or communal/shared areas of **your home**.
14. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
15. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our approved contractor** to ensure that the original fault has received a **permanent repair**.
16. Any claim where no fault is found.
17. Failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.

Section Five - General conditions

1. All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **you** should keep all service documentation in case it is needed when **you** make a claim.
2. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.
3. We will insure **you** under this policy only if **you** keep to the terms and conditions of this policy.
4. We may take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable **us** to recover any costs **we** have incurred from any third party who may have liability for the costs.
5. When **you** become aware of a possible claim under this policy, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own appointed contractor, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.
6. If there is any dispute about the policy interpretation, or if **we** have accepted a claim but there is a disagreement over the amount **we** will pay, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under the How to make a complaint section. Using this service will not affect **your** legal rights.
7. **You** and **we** are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the law of England and Wales will apply.
8. **You** must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance policy.
9. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.

Section Five - Definitions

Meaning of words

The words or expressions detailed below have the following meaning wherever they appear in Part Five of this policy (Home Emergency Insurance).

Approved Contractor

A tradesman approved and authorised by **us** in advance to carry out repairs.

Beyond Economic Repair

A boiler may reach a point where it is not cost-effective to repair it. There are several reasons for this, such as;

- The cost of getting the parts needed (including VAT) to fix the main heating system is more than 85% of the manufacturer's retail price for a replacement boiler or a similar model.
- Repairing the boiler would be more expensive than replacing it with a new one.
- Genuine, new parts for the boiler are no longer available from our suppliers.
- The type of problem that caused the boiler to fail and the extent of the repairs needed to fix it are not feasible or practical.

Emergency

A sudden and unexpected event at your home which if not dealt with immediately will;

- a) expose **you** or a third party to a risk to their health; or
- b) make **your home** unsafe or insecure; or
- c) cause damage or further damage to **your home** and its contents; or
- d) leave **your home** without **mains services**.

Emergency Repair

A temporary repair carried out by an **approved contractor** which is necessary to resolve the immediate **emergency** but which will need to be replaced by a **permanent repair**.

Geographical Limits

Comprising of the mainland of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Home

Your principal **residence** used for domestic purposes only.

Mains Services

Mains drainage to the boundaries of **your home**, water, electricity and gas within the **home** and the main source of heating or hot water where there is no alternative.

Permanent Repair

A repair or other work necessary to put right the damage caused to **your home** by the **emergency**.

Residence

The house, bungalow, park home or self-contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in **your** schedule, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials. This excludes shared areas of **your home**, for example hall and stairs that other can use. This excludes bed-sits, let or sub-let properties, or properties with multiple occupation/residential or nursing homes.

Period of Insurance

The 12 (twelve) month period starting from the commencement date shown on the confirmation letter. Please note that **you** are not able to make any claims within the first 14 (fourteen) days following **your** initial purchase of this insurance.

Unoccupied

Not been lived in by **you** or **your** family, or any other person with **your** permission.

We/Us/Our/Insurer

Collinson Insurance (a trading name of Astrenska Insurance Limited).

You/Your

The person named on the **schedule** and members of their household normally living with them.

Section Five - How to make a complaint

We do everything possible to make sure that **you** receive a high standard of service. If **you** are not satisfied with the service that **you** receive, **you** should address **your** enquiry/complaint to:

For sales complaints:

The Complaints Manager, Lifesure, 3 Fenice Court, Eaton Socon, St Neots, PE19 8EW

Tel: 01480 402460

For claim complaints:

Tel: 0345 900 7832

Email: customerrelations@collinsonservice.com

We will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there is a delay in **our** investigations, **we** will explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you** are still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Tel: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the fscs.org.uk website.

Section Five - Data protection and privacy statement

In respect of Part Five (**Home Emergency Insurance**), the following Privacy Notice applies.

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include your name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**.
- Issue **You** this insurance policy.
- Deal with any claims or requests for assistance that **You** may have.
- Service **Your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.
- Protect **Our** legitimate interests.

In order to administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting <https://cifas.org.uk/fpn> and <https://insurancefraudbureau.org/privacy-policy>

Processing **Your** data

Your data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **You** have with **Us**.
- is in the public or **Your** vital interest: or
- for **Our** legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for your consent to process **Your** data.

How **We** store and protect your information.

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **Your** personal information during the period of insurance and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in **Our** offices to protect the information that **You** have given **Us**.

How **You** can access **Your** information and correct anything which is wrong.

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information, please contact **Us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

Cancelling this Policy (Sections One, Two & Three)

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

- the day **you** receive the policy or renewal documentation, or
- the day **you** purchase or renew this policy,

whichever is the later.

If **you** wish to cancel and **your** cover hasn't started **we** will refund your premium in full.

If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

If **you** cancel after the start of the **period of insurance** a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

Your Right to Cancel this Policy

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right to Cancel this Policy

We can cancel **your** policy by giving **you** 14 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

Cancelling this Policy (Sections Four & Five)

Cooling Off Period - Fourteen (14) days

In respect of section Four (**Family Legal Expenses**) and section Five (**Home Emergency**) **you** will be returned the associated full premium paid for each section of cover if **you** cancel this policy before it starts, or if **you** cancel within the Cooling Off Period, on the condition that no claims have been made or are pending.

Cancelling outside of the Cooling Off Period

In respect of section Four (**Family Legal Expenses**) and section Five (**Home Emergency**) if **you** cancel this policy at any time after the Cooling Off Period **you** will not be entitled to a return of premium for the associated premium paid for either section of cover.

