

# CHOICE INSURANCE



## Leisure Home Policy Wording

### Contents

Welcome	2
Important Information about your Policy	3
Things we need to tell you about	4
Definitions	6
Our Service Commitment to You	9
Cancelling this Policy	10
Claims Procedure	11
Claims Terms and Conditions	13
General Conditions	15
General Exclusions	17
Section One – Your Leisure Home & Contents	19
Section Two – Liability to the Public	27

# Welcome

Thank **you** for choosing Choice Insurance to protect **your leisure 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, **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** Choice 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.**

# Important Information about your Policy

## The Insurers or Service Providers

This **Leisure Home** Insurance policy is underwritten by a consortium of the following leading insurers:-

### **Fairmead Insurance Limited**

Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance Group.

You can check these details with the Financial Conduct Authority either on their website at [www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

This 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.

## Your total peace of mind

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** unable to meet **our** obligations to **you** under this insurance. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about this scheme is available from:

Financial Services Compensation Scheme  
PO Box 300, Mitcheldean, GL17 1DY  
Tel: 0800 678 1100 or 020 7741 4100  
[www.fscs.org.uk](http://www.fscs.org.uk)

# 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**, 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.

## Several Liability Notice

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

# Definitions

## Applicable to the whole of this insurance

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

<b>Accidental Damage</b>	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
<b>Bodily Injury</b>	Includes death or disease.
<b>Broker</b>	The intermediary who arranged this insurance on <b>your</b> behalf.
<b>Contents</b>	<p>Household goods and <b>personal belongings</b>, within the <b>leisure home</b>, which are <b>your</b> property or which <b>you</b> are legally responsible for, with the limit for any one item being £500 unless otherwise stated in the <b>schedule</b>.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"><li>• <b>Money</b> up to £250 in total,</li><li>• <b>Contents</b> in outbuildings up to £500 in total,</li><li>• Domestic oil in fixed fuel tanks up to £750,</li><li>• Pedal cycles up to £250 in total,</li></ul> <p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"><li>• Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, watercraft, hovercraft, wet-bikes, trailers and parts or their accessories,</li><li>• Any living creature,</li><li>• <b>Valuables</b>,</li><li>• Permanent fixtures and fittings,</li><li>• Any property held or used for business purposes,</li><li>• Any property insured under any other insurance</li></ul>
<b>Endorsement</b>	A change in the terms and conditions of this insurance.
<b>Excess</b>	The amount stated in the <b>schedule</b> and payable by <b>you</b> in the event of a claim.
<b>Family</b>	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. ' <b>Family</b> ' does not include lodgers or tenants.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your leisure home</b> stands caused by swelling of the ground.
<b>Landslip</b>	Downward movement of sloping ground.
<b>Leisure Home</b>	<p>The structure of <b>your</b> static caravan, park home, chalet or lodge as detailed in the <b>schedule</b> which <b>you</b> are legally responsible for and its:</p> <ul style="list-style-type: none"><li>• Permanent fixtures and fittings,</li><li>• Domestic outbuildings, garages, sheds and fixed storage chests,</li><li>• Skirting and floatation devices,</li><li>• Steps, balconies, patios, paths, drives, fences and gates</li></ul>

# Definitions

## Applicable to the whole of this insurance (continued)

### Money

- Current legal tender, cheques, postal and money orders,
- Postage stamps not forming part of a stamp collection,
- Savings stamps and savings certificates, travellers' cheques,
- Premium bonds, luncheon vouchers and gift tokens,

all held for private or domestic purposes

### 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

**Personal belongings** are items that belong to **you** and are normally worn or carried on the person.

**Personal belongings** includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,

**Personal belongings** does not include:

- Tools used or held for business, professional or trade purposes,
- **Valuables**,
- Contact or corneal lenses or hearing aids unless otherwise specified in the **schedule**,
- Pedal cycles,
- Mobile phones,
- Portable computer equipment,
- 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 **leisure home** within ten years of construction

### Subsidence

Downward movement of the site on which **your leisure home** stands by a cause other than the weight of the **leisure home** themselves.

### United Kingdom

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

# Definitions

## Applicable to the whole of this insurance (continued)

<b>Unoccupied</b>	Where the <b>leisure home</b> has not been lived in by <b>you</b> for more than 7 consecutive days during the <b>period of insurance</b> .
<b>Valuables</b>	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to <b>you</b> or are <b>your</b> legal responsibility.
<b>We/Us/Our</b>	The insurers shown in <b>your schedule</b> .
<b>You/Your/Insured</b>	The person or persons named in the <b>schedule</b> and all members of <b>your family</b>

## 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>Choice Insurance Agency Ltd</u> Suite 3, 4a Southchurch Road Southend-on-Sea Essex SS1 2NE  Tel: 01702 411200 Email: <a href="mailto:info@ChoiceInsuranceAgency.com">info@ChoiceInsuranceAgency.com</a>	<u>Pen Caravans</u> Pen Claims Handling Department PO BOX 2801 Hanley, Stoke on Trent Staffordshire ST4 9DN  Tel: 0344 856 1868 Email: <a href="mailto:newclaims.penunderwriting@davies-group.com">newclaims.penunderwriting@davies-group.com</a>

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](mailto: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 at any time to the Financial Ombudsman Service (FOS) 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](mailto: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](http://www.financial-ombudsman.org.uk)

## Cancelling this Policy Within the Cooling-off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date **you** receive the policy documentation, or
  - the start of the **period of insurance**,
- whichever is the latter

Providing no claim has been made **we** will refund **your** premium in full.

## Outside of the Cooling-off Period

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** 30 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;
- Failure to take care of the property insured;
- **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.

# 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 at:

New Claims
<p>Pen Caravans Pen Claims Handling Department PO BOX 2801 Hanley, Stoke on Trent Staffordshire ST4 9DN</p> <p>Tel: 0344 856 1868 Email: <a href="mailto:Newclaims.pencaravans@davies-group.com">Newclaims.pencaravans@davies-group.com</a></p>

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

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.

## Claims Procedure (continued)

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

- They will make **your leisure 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 the whole 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 as soon as you can and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- 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** within 4 days, unanswered.
- **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 **leisure 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 the whole of this insurance

These are the conditions of the insurance **you** 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.

Each **leisure 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 Leisure 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 leisure home**;
- **You** change where **your leisure home** is sited;
- **You** change **your** permanent address;
- **You** make any changes to the **leisure home** itself, including but not limited to bodywork, structural alterations or alterations to fixtures and fittings;
- **You** change the use of **your leisure 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 **leisure home**

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 the whole 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 loss or damage or liability 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.

## 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 **leisure 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.

## 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.

# General Exclusions (continued)

## Applicable to the whole of this insurance (continued)

### 7. Terrorism Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

### 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. 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.

### 13. 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 Leisure Home & Contents

<b>What is covered:</b>	<b>What is not covered:</b>
Loss or damage to <b>your leisure home</b> and its <b>contents</b> during the <b>period of insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions.  The <b>excess</b> shown in <b>your schedule</b>
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"> <li>• Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under number 9,</li> <li>• Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges,</li> <li>• Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)</li> <li>• Loss or damage to any moveable <b>contents</b> in the open</li> <li>• Loss or damage unless <b>your leisure home</b> is securely anchored at all four corners of the chassis</li> </ul>
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul style="list-style-type: none"> <li>• Loss or damage caused by <b>subsidence, heave</b> or <b>landslip</b> other than as covered under number 9,</li> <li>• Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers,</li> <li>• Loss or damage caused by failure of or lack of sealant and/or grout.</li> <li>• Loss or damage while <b>your leisure home</b> is <b>unoccupied</b> during the period 1<sup>st</sup> November until 31<sup>st</sup> March unless:               <ol style="list-style-type: none"> <li>i. The water has been switched off at the mains and the entire water system has been drained down; or</li> <li>ii. Where the <b>leisure home</b> 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</li> </ol> </li> </ul>
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 Leisure Home & Contents (contd.)

What is covered:	What is not covered:
Loss or damage to <b>your leisure home</b> and its <b>contents</b> during the <b>period of insurance</b> caused by the following insured events:	Any cause already excluded within the General Exclusions.  The <b>excess</b> shown in <b>your schedule</b>
6. Theft or attempted theft.	<ul style="list-style-type: none"> <li>• Loss or damage while <b>your leisure home</b> is <b>unoccupied</b> other than as a result of forcible or violent entry to or exit from the <b>leisure home</b></li> <li>• Loss or damage while <b>your leisure home</b>, or any part of it, is lent or let other than as a result of forcible or violent entry to or exit from the <b>leisure home</b></li> <li>• Loss of <b>money</b> other than as a result of forcible or violent entry to or exit from the <b>leisure home</b></li> </ul>
7. Collision or impact by any vehicle or animal.	<ul style="list-style-type: none"> <li>• Loss or damage caused by insects, birds, vermin or domestic pets.</li> </ul>
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	
9. <b>Subsidence</b> , or <b>heave</b> of the site upon which the <b>leisure home</b> stands or <b>landslip</b>	<ul style="list-style-type: none"> <li>• 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,</li> <li>• Loss or damage to solid floors, unless the walls of the <b>leisure home</b> are damaged at the same time by the same cause,</li> <li>• 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,</li> <li>• Loss or damage caused by river or coastal erosion,</li> <li>• Loss or damage caused by structures bedding down or <b>settlement</b> of newly made up ground, shrinkage or expansion,</li> <li>• Loss or damage whilst the <b>leisure home</b> is undergoing any structural repairs, alterations or extensions.</li> </ul>
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"> <li>• Loss or damage caused by trees being cut down or cut back,</li> <li>• Loss or damage to gates, hedges and fences.</li> </ul>

## Section One – Your Leisure Home & Contents (contd.)

What is covered:	What is not covered:
	<p>Any cause already excluded within the General Exclusions.</p> <p>The <b>excess</b> shown in <b>your schedule</b></p>
<p>a. <b>Accidental damage</b> to the <b>leisure home</b> and its <b>contents</b></p>	<p>i. <b>Accidental damage</b> to <b>contents</b> outside the <b>leisure home</b></p> <p>ii. Loss or damage which we specifically exclude elsewhere under Section One</p> <p>iii. The <b>leisure home</b> moving, settling, shrinking, collapsing or cracking,</p> <p>iv. Damage while the <b>leisure home</b> or its <b>contents</b> are being altered, repaired, professionally cleaned, maintained or extended,</p> <p>v. The cost of general maintenance,</p> <p>vi. Damage from mechanical or electrical faults or breakdown,</p> <p>vii. Damage caused by dryness, dampness, extreme of temperature or exposure to light,</p> <p>viii. Damage caused by domestic pets,</p> <p>ix. Depreciation in value,</p> <p>x. More than £500 in total for audio visual equipment</p>
<p>b. <b>Accidental damage</b> to underground service pipes and cables serving the <b>leisure home</b> and for which <b>you</b> are responsible</p>	<p>i. Loss or damage caused by frost</p>
<p>c. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the <b>leisure home</b> if the keys are lost or stolen anywhere in the world.</p>	<p>i. More than £500 in any <b>period of insurance</b></p>
<p>d. If the <b>leisure home</b> becomes uninhabitable following loss or damage covered by this insurance, <b>we</b> will pay <b>you</b> for one of the following which <b>we</b> have agreed to:</p> <ol style="list-style-type: none"> <li>1.             <ol style="list-style-type: none"> <li>a. Costs of alternative accommodation while the <b>leisure home</b> cannot be occupied for <b>you</b> and <b>your</b> domestic pets</li> <li>b. Ground rent or pitch fees which <b>you</b> are liable to pay while the <b>leisure home</b> cannot be occupied</li> </ol> </li> <li>2. Loss or rent due to <b>you</b> which <b>you</b> are unable to recover</li> </ol>	<p>i. More than 20% of the <b>leisure home</b> sum insured,</p> <p>ii. The costs of alternative accommodation if <b>you</b> were not staying in the <b>leisure home</b> at the time of loss or damage</p>

## Section One – Your Leisure Home & Contents (contd.)

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

# Section One – Your Leisure Home & Contents (contd.)

## How we Settle Your Claim for your Leisure Home

Following loss or damage covered by this insurance **we** will pay for the cost of repairing **your leisure home** or, if **your leisure 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 leisure home** is damaged beyond economic repair **we** will pay the cost of replacing **your leisure home** with a brand new equivalent provided that:

- a. The **leisure 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 **leisure home** of the same make and model

If the same make and model is not available **we** will replace **your leisure home** with a new **leisure home** of the same make and nearest equivalent model, specification and value or pay **you** the last manufacturer's list price for **your leisure 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 leisure home** or the provide a cash settlement based on the market value of **your leisure home** at the time and date of the loss. The market value will be the cost of replacing **your leisure 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 leisure 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 leisure 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 **leisure 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 **leisure 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 Leisure Home & Contents (contd.)

## How we Settle Your Claim for your Leisure Home

### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your leisure 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 Leisure Home & Contents (contd.)

## 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. £500 for any one item of **contents**;
  - b. £250 for **money**;
  - c. £500 in total for **contents** in **outbuildings**;
  - d. £750 for domestic oil in fixed fuel tanks;
  - e. £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 Leisure Home & Contents (contd.)

## How we Settle Your Claim for Your Contents (contd.)

### 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 – Liability to the Public

### Part A

We will pay for your legal liability	We will not pay for your legal liability
<p>i. As owner or occupier of the <b>leisure home</b> for any amounts <b>you</b> become legally liable for as damages for:</p> <ul style="list-style-type: none"> <li>• <b>Bodily injury</b></li> <li>• Damage to property</li> </ul> <p>Caused by an accident happening at the <b>leisure home</b> during the <b>period of insurance</b>,</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 <b>we</b> have agreed in writing</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>a. For <b>bodily injury</b> to or damage to property owned by or in the charge or control of:</p> <ul style="list-style-type: none"> <li>• <b>You or your family;</b></li> <li>• Any person who at the time of sustaining injury is engaged in <b>your</b> service</li> </ul> <p>b. For <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition</p> <p>c. Arising out of any criminal or violent act to another person or property</p> <p>d. arising directly or indirectly out of any profession, occupation, business or employment</p> <p>e. which <b>you</b> have assumed under contract and which would not otherwise have attached</p> <p>f. arising out of <b>your</b> ownership, possession or use of:</p> <ol style="list-style-type: none"> <li>i. any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the premises and</li> <li>• pedestrian controlled gardening equipment used elsewhere</li> </ul> </li> <li>ii. any power-operated lift other than stairlifts</li> <li>iii. any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes,</li> <li>iv. 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</li> </ol> <p>g. arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>v. if <b>you</b> are entitled to indemnity under any other insurance, until such insurance(s) is exhausted</p> <p>vi. Arising while <b>your leisure home</b> is attached to a mechanically propelled vehicle,</p> <p>vii. Arising as a result of <b>your leisure home</b>, or any part of it, becoming detached from any towing vehicle,</p>

## Section Two – Liability to the Public (contd.)

### Part B

<b>We will pay for your legal liability</b>	<b>We will not pay for your legal liability</b>
<p>For any amount <b>you</b> 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 <b>home</b> previously owned and occupied by <b>you</b></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 <b>we</b> have agreed in writing</p>	<p>Any cause already excluded within the General Exclusions.</p> <ol style="list-style-type: none"><li>Liability arising from an incident which happened over 7 years after this insurance ends or <b>your home</b> was sold, whichever is the sooner</li><li>Liability arising from any cause which <b>you</b> are entitled to under another source</li><li>The cost of correcting any fault or alleged fault</li><li>Liability arising from any <b>home</b> previously owned and occupied by <b>you</b> in which <b>you</b> still hold legal title or have an interest</li><li>Anything owned by or the legal responsibility of <b>your family</b></li><li>Injury, death, disease or illness to any of <b>your family</b> (other than <b>your domestic employee(s)</b> who normally live with <b>you</b>)</li><li>Liability arising from any employment, trade, profession or business of any of <b>your family</b></li><li>Liability accepted by any of <b>your family</b> under any agreement, unless the liability would exist without the agreement</li></ol>

### 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](http://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](http://www.opsi.gov.uk)) or contact the Citizens Advice Bureau.