

# Park Home Insurance

For Property used as Main Home of the insured in the UK

Park Home Insurance
Park Home (MH) used as Main Home of the insured in the UK

Arranged By BGi.uk Portwell House Market Place Faringdon SN7 7HU Tel: 01367 246130

e: info@BGi.uk.com

www.BGi.uk.com

# **Park Home Insurance**

This insurance is designed to place **You** in the same position after any insured event that **You** Were in before that event. It is a contract between **You** and us and as with any contract is subject to certain terms and conditions. Please read this document.

**We** will pay for any loss, damage, injury, cost or liability described in the Policy arising from events happening during any period of insurance for which **You** have paid and **We** have accepted the premium.

The Statement of Fact and/or declaration made by **You** form part of this insurance contract. This Policy should be read together with the Schedule and all Endorsements.

# **Contents**

Park Home Insurance	3
How Your Park Home Policy Works	4
How much to insure for	4
Our Commitment to Service	4
Complaints Procedure	4
Data Protection Notice	6
Compensation	6
Definitions Applicable to Sections 1 & 2	7
Section 1: Home & Contents	10
Section 2: Personal Possessions	19
General Exclusions Applicable to Section 2	22
General Conditions Applicable to Section 2	22
Privacy Statement Applicable to Sections 3 & 4	22
Definitions Applicable to Section 3 of this Policy	23
Section 3: Legal Expenses	25
General Exclusions Applicable to Section 3	28
General Conditions Applicable to Section 3	28
Definitions Applicable to Section 4 of this Policy	31
Section 4: Home Emergency Solutions	32
General Exclusions Applicable to Section 4	34
General Conditions Applicable to Section 4	35
Making a Claim	36
General Exclusions Applicable to Sections 1, 2, 3 & 4	41
General Conditions Applicable to Sections 1, 2, 3 & 4	43
Change in Your Circumstances	45

# **How Your Park Home Policy Works**

This Policy booklet gives details of all the cover available under the Insurance for Leisure Home Policy. Cover is divided into four sections.

- a) Home and Contents
- b) Personal Possessions
- c) Legal Expenses & Additional Benefits
- d) Home Emergency Solutions

Each section tells **You** what **We** will and will not pay for. The Schedule, which is enclosed with **Your** Policy, makes the document particular to **You**. The Schedule shows which sections of the Policy apply to **You** and also the amount of cover provided under those sections. **You** will not be covered under any section that has not been requested and paid for by **You**. However, **You** may apply to alter **Your** cover at any time in the light of changing circumstances.

**You** should read **Your** Policy carefully and if **You** are unsure on any point **You** should contact BGi.uk immediately.

#### How Much to Insure for

It is up to **You** to make sure that the values for which **You** insure **Your** Leisure **Home** and the **Contents** represent the full current value of the property insured including debris removal and site clearance, professional fees and re-siting costs.

#### **Our Commitment to Service**

BGi.uk are committed to providing **You** with a professional service. **We** are determined to treat all of **Our** Policyholders fairly and in accordance with the expectations of the Financial Conduct Authority.

# **Complaints Procedure**

If **Our** service does not meet **Your** expectations, **We** want to hear about it so **We** can try to put things right.

All complaints **We** receive are taken seriously. Following the steps below will help **Us** to understand **Your** concerns and give **You** a fair response.

If Your complaint relates to how Your Policy was sold or administered for You. Please contact:

Complaints, BGi.uk, Portwell House, Market Place, Faringdon, Oxfordshire, SN7 7HU Email: complaints@BGi.uk.com Tel: 01367 246130

If **Your** complaint relates to **Your** Policy or a claim on **Your** Policy in respect of buildings, **Contents** or personal possessions cover please contact:

Head of Customer Relations, AXA Insurance UK plc, Civic Drive, Ipswich, IP1 2AN Tel: 01473 205926 Email: customercare@axa-insurance.co.uk

When **You** make a contact please provide the following information:

- Your name, address and postcode, telephone number and email address (if You have one).
- Your Policy and/or claim number, and the type of Policy You hold.
- The name of **Your** insurance agent (if applicable).
- The reason for Your complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.

If **Your** complaint relates to the Legal Expenses Section of **Your** Policy or a claim on **Your** Policy in respect of the Legal Expenses cover please contact:

The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Tel: 0117 917 1561

Email: customerrelations@arag.co.uk

Should You remain dissatisfied You can pursue Your complaint further with Lloyd's.

Lloyd's, One Lime Street, London EC3M 7HA. Tel: 0207 327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

If Your complaint relates to the Home Emergency Solutions Section of Your Policy or a claim on Your Policy in respect of the Home Emergency Solutions please contact Us using the number You rang to report Your claim. The staff handling Your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to Your satisfaction, details of Your complaint will be passed to Our Customer Relations Department where We will arrange to have it reviewed at the appropriate level. We will also contact You to let You know that We are reviewing Your complaint. Alternatively, You can contact Our Customer Relations Department directly; We can be reached in the following ways:

The Customer Relations Department, ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Tel: 0117 917 1561

Email: customerrelations@arag.co.uk

Should **You** remain dissatisfied **You** can pursue **Your** complaint further with Lloyd's.

Lloyd's, One Lime Street, London EC3M 7HA. Tel: 0207 327 5693

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Beyond AXA or Lloyd's

Should **You** remain dissatisfied following **Our** final written response, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of Our final response to refer Your complaint to the FOS. This does not affect Your right to take legal action.

If **We** cannot resolve **Your** complaint **You** may refer it to the Financial Ombudsman Service at the address given below.

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

Tel: 0300 123 9123 or 0800 023 4567 - Telephone calls may be recorded and monitored. (free from most mobile phones)

Fax: 020 7964 1001

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

Web: www.financial-ombudsman.org.uk

#### Our promise to You

#### We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep You informed of progress.
- Do everything possible to resolve Your complaint.
- Use the information from complaints to continuously improve **Our** service.

Whilst BGi.uk and **Your Insurers** are bound by the decisions of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

#### **Data Protection Notice**

BGi.uk takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and your rights please view our privacy policy at bgi.uk.com/privacy-policy.

If you do not have access to the internet please contact us and we will send you a printed copy.

# Compensation

The Insurers of the Policy are covered by the Financial Services Compensation Scheme (FSCS). If the Insurers are unable to meet obligations, **You** may be entitled to compensation from the FSCS, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by telephone on 0800 6781100.

# **Definitions Applicable to Sections 1 & 2**

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 & 2 in bold type.

British Isles: England, Scotland, Wales, the Isle of Man and the Channel Islands.

**Computer System:** Shall mean any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communication system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

**Contents:** Household goods and personal property (other than fixtures, fittings and furniture sold as part of the **Home** when new) all belonging to or the responsibility of **You** and **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term Contents does not include:

- Property more specifically insured by this or any other Policy.
- · Vehicles or Craft.
- Animals
- · Securities and documents of any kind.
- Permanent fixtures and fittings.
- Property or **Money** held for any professional or business purposes.
- Lottery tickets and raffle tickets.

**Excess:** The amount **You** must pay as the first part of each and every claim made.

**Flood:** An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the buildings.

**Home:** The structure of **Your** Park **Home** which is occupied by **You** and **Your Family** as a private dwelling as described in the Schedule and its:

- Domestic outbuildings, garages, porches, sheds, fixed storage chests, skirting, verandas, decking and floatation units.
- Permanent fixtures and fittings (provided with the Home when new) service tanks, pipes, cables, solar panels, wind turbines, radio and television aerials, satellite receiving aerials and masts
- Paths, drives, terraces, walls, hedges, gates and fences.
- Hot Tub. located in the immediate vicinity of the risk address.

All contained within the boundaries of the Land.

**Heave:** The upward or sideways movement of the site on which **Your** buildings are situated caused by swelling of the ground.

Land: The Land belonging to the Home or the plot as defined within Your site agreement.

Landslip: Sudden movement of soil on a slope or gradual creep of a slope over a period of time.

**Market Value:** The value of the **Home** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss, together with the cost of site clearance, debris removal and dismantling and re-siting.

**Mobility Scooter:** A Class 2 Invalid Carriage, not for road use with a maximum speed of 4mph and for the sole use of a person suffering from some physical defect or disability.

**Money:** Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic **Money** cards.

This does not include credit card, cheque card or cash dispenser card liability.

**New for Old:** The cost of replacing the **Home** with its brand new equivalent in the event of a total loss taking into account fees and associated costs as applicable.

**Personal Effects and Clothing:** Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TV's, hand held games consoles, MP3 players and mobile phones. The term **Personal Effects and Clothing** does not include **Money**, credit cards, **Sports Equipment** and clothing, contact or corneal lenses or hearing aids.

Policyholder/You/Your: The person(s) named as the Policyholder in Your Schedule.

**Sports Equipment:** Articles that are usually worn, carried, or held in the course of participating in a recognised sport.

Storm: A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)\* or
- Snow to a depth of at least one foot (30cms) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

**Subject to Average:** Should **Your** sums insured at the time of the loss amount to less than the full cost of replacing:

- Your Home including removal of debris and re-siting costs.
- All Your Contents.

The maximum amount payable will be reduced by the same percentage as the sum insured is less than the actual value at the time of the loss.

**Subsidence:** Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves.

#### **Unoccupied:**

- Insufficiently furnished for normal occupation for 7 consecutive days, or longer, or
- Furnished for normal occupation but has not been lived in for more than 60 consecutive days.

**Valuables:** Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals.

<sup>\*</sup> Equivalent to Storm Force 10 on the Beaufort Scale.

#### Vehicles or Craft:

- 1. Electrically or mechanically propelled or assisted Vehicles including motor cycles, children's motor cycles, quad bikes and children's quad bikes.
- 2. Aircraft (including gliders and hang gliders), Unmanned Aerial Vehicles or drones, boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.
- 3. Trailers, carts, wagons, caravans and horse boxes.
- 4. Parts, accessories, tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in 1-3 above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the Land belonging to Your Home.
- Wheelchairs, Mobility Scooter and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road
- Surfboards, water skis, snowboards and skis.
- Tovs and models.
- Pedal cycles, and electrically powered pedal cycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices but not those fixed to a vehicle.

We/Us/Our: The insurer named in Your Schedule.

**Your Family: You, Your** spouse, partner, civil partner, children including foster children, parents and other relatives who normally live with **You** and do not pay for their accommodation.

# **Section 1: Home and Contents**

# This section applies to You if shown in Your Policy Schedule.

**We** will not pay more in total than the sum insured for **Home** and **Contents** shown in **Your** Policy schedule for any one claim under causes A-G, L, Q, but **We** will pay in addition amounts due under covers H-K, M-P, R-U up to the limits shown.

The following limits also apply:

- a) Money up to £500.
- b) Valuables up to £2,000 for any one item and £20,000 in total.
- c) Household Belongings in the open within boundaries of the Land is limited to £500.

A.	A. The Cover				
	We will pay for	We will not pay for			
	Loss of or damage to the <b>Home</b> and <b>Contents</b> caused by:	The amount of any <b>Excess</b> shown in <b>Your</b> schedule			
1	Fire, explosion, lightning, earthquake.	No exclusions.			
2	Smoke	Loss or damage arising gradually or out of repeated exposure.			
3	Riot, civil commotion, strikes, labour and political disturbances.	- Loss or damage caused by persons lawfully in the <b>Home</b> Loss or damaged caused while the <b>Home</b> is <b>Unoccupied</b> or Let.			
4	Malicious persons or vandals.	<ul> <li>Loss or damage caused by persons lawfully in the Home.</li> <li>Loss or damaged caused while the Home is Unoccupied or Let.</li> </ul>			
5	Storm, Flood or Weight of snow.	<ul><li>Loss or damage caused by frost.</li><li>Loss of or damage to hedges, gates and fences from ground water rising and property in the open.</li></ul>			
6	Escape of water, liquefied petroleum gas or oil from any fixed heating or domestic water installation, washing machine, dishwasher, a drainage installation or freezer.	<ul> <li>Loss or damage caused by sinks and baths overflowing as a result of the taps being left on.</li> <li>Loss or damage to the installation or appliance itself.</li> <li>Loss or damage caused when the Home is Unoccupied unless the heating system has been set to provide a continuous ambient room temperature of at least 13°C.</li> </ul>			

7	Theft or attempted theft.	- Loss of <b>Money</b> unless involving forcible and violent entry to or exit from the <b>Home</b> Loss or damage occurring whilst the <b>Home</b> is <b>Unoccupied</b> or any part is lent or let unless involving forcible and violent entry to or exit from the <b>Home</b> Theft or attempted theft by a family member or tenant Loss by deception unless deception is only used to gain entry to the <b>Home</b> .
8	Collision involving aircraft or aerial devices or anything dropped from them, Vehicles or animals.	Loss or damage caused by: Domestic pets, insects or vermin.
9	Falling trees or branches.	<ul> <li>Loss or damage to hedges, gates and fences.</li> <li>The cost of removal if the fallen tree or branch has not caused damage to the Home.</li> <li>Loss or damage during tree felling, lopping or topping.</li> </ul>
10	Breakage or collapse of radio or television aerials, satellite dishes, lamp posts, masts, telegraph poles, electricity pylons or overhead cables.	<ul> <li>Loss or damage to the installation or appliance itself.</li> <li>Mechanical or electrical break-down, or failure.</li> <li>Loss or damage to equipment not in, or attached to, the buildings.</li> <li>Loss or damage caused by or in the process of cleaning, maintenance, repair or dismantling.</li> </ul>
11	Subsidence or Heave of the site on which the Home stands, or Landslip.	The first £500 of any claim.  - Loss or damage resulting from coastal or river erosion.  - Loss or damage resulting from faulty workmanship or design, or the use of defective materials.  - Loss or damage to paths, drives, terraces, patios, walls, service tanks, hedges, gates and fences unless the structure of the Home is damaged at the same time.  - Loss or damage resulting from the bedding down of new buildings or the settlement/shrinking of newly made up ground.  - Loss or damage arising from construction, structural alteration, repair or demolition to the Home or the Land on which the Home stands.  - Loss or damage resulting from movement of solid floor slabs and non load bearing walls unless the foundation block beneath the load bearing walls of the Home is damaged at the same time by the same cause.

Accidental loss or damage to:

- a) The Home.
- b) Contents inside the structure of the Home.
- Loss or damage to any items not belonging to You or Your Family or any items for which they are not legally responsible.
- Loss or damage caused while the **Home** is **Unoccupied**, lent or let.
- Loss or damage which is specifically excluded elsewhere in Section 1: **Home** and **Contents**.
- The cost of maintenance
- Loss or damage caused by faulty workmanship or design, or the use of defective materials.
- Loss or damage to contact or corneal lenses.
- Deterioration of food.
- Loss or damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or insects, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
- Loss or damage caused by mechanical or electrical breakdown.
- Accidental damage or contamination to computers or computer equipment by:
  - i) Erasure or distortion of data.
  - ii) Accidental erasure or mislaying or misfiling of documents or records.
  - iii) Viruses, Trojans or Malware.

# **B. Frost Damage to Plumbing Installations**

We will pay for

We will not pay for

Frost damage to interior fixed domestic water or heating installations.

Loss or damage caused when the **Home** is **Unoccupied** unless the heating system has been set to provide a continuous ambient room temperature of at least 13°C.

# C. Breakage of Glass, Mirrors and Sanitary Ware

We will pay for

We will not pay for

Accidental breakage of:

- a) Glass, sanitary ware and ceramic hobs, all forming part of the **Home**.
- b) Mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the **Home**.

Loss or damage caused while the **Home** is **Unoccupied**.

# D. Damage to Underground Services

We will pay for

We will not pay for

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

12

## E. Damage to Entertainment Equipment

We will pay for

We will not pay for

Accidental damage to:

- Television sets.
  - 2. Radios.
- 3. MP3 players, compact disc players, record players and tape players.
- 4. DVD, Blue ray players and Digital Video Recorders.
- 5. Computers, laptops, notebooks, games consoles and similar devices.
- 6. Cable/ satellite/ digital television receivers.
- 7. Television aerials and satellite dishes.

- Loss or damage to any items not belonging to **You** or **Your Family** or for which they are not legally responsible.
- Loss or damage caused while the Home is Unoccupied.
- Loss or damage to records, films, tapes, cassettes, discs, cartridges, styli, portable USB memory devices or flash drives.
- Loss or damage caused by wear and tear, mechanical or electrical defect.
- Loss or damage caused by cleaning, repair, restoration, or use contrary to makers' instructions.
- Accidental damage or contamination to computers or computer equipment by:
  - i) Erasure or distortion of data.
  - ii) Accidental erasure or mislaying or misfiling of documents or records.
  - iii) Viruses, Trojans or Malware.
- Loss or damage  $\,$  to equipment not in or on the  $\pmb{\mathsf{Home}}.$
- Loss or damage caused by rot, fungus, insects or vermin.
- Loss or damage caused by action of light or any atmospheric or climate condition.
- Loss or damage caused by gradual operating cause.
- Loss or damage to mobile phones.
- Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Loss or damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers, portable /tablet computers. disc players, portable televisions.

#### F. Household Removal

We will pay for

We will not pay for

Accidental loss or damage to **Contents** while in direct transit from the **Home** for permanent removal to another within the **British Isles** inc Northern Ireland.

- Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer and a packing list provided.
- Loss or damage caused by scratching, denting or bruising.
- Loss of or damage to property in storage.
- Loss of or damage insured under another Policy other than **Our** rateable proportion.
- Loss of Money.
- Loss or damage to jewellery.
- Loss or damage during sea transit.
- Loss or damage by mechanical or electrical breakdown or failure.

## **G.** Additional Costs

We will pay for

We will not pay for

The additional costs of:

- a) Re-siting and delivery.
- b) Complying with government or local authority requirements.
- c) Architects, engineers, surveyors and other professional fees.
- d) Clearing debris, demolition, necessary shoring or propping up.

Following loss or damage caused by an Insured Event described in paragraphs A1-A12 within Section 1.

- b) Costs for complying with requirements notified before the loss or damage occurred.
- c) Fees charged for preparing any claim under this Policy.

## **H. Contents Temporarily Removed**

We will pay for

We will not pay for

Up to £5,000 of the limit on **Contents** for loss of or damage to **Contents** while temporarily removed from the **Home** but still in the **British Isles** inc Northern Ireland caused by:

- a) An Insured Event described in paragraphs A1 to A12 within Section 1, except theft or attempted theft.
  - b) Thef
  - i) From or during direct transit to or from any bank or safe deposit.
  - ii) From any building where **You** or **Your Family** are employed or carry on business or reside.
  - iii) From any building where entry or exit has been gained by violent and forcible means.

- Loss or damage to property for sale or away on exhibition or in a furniture depository.
- Theft of Money unless involving forcible and violent entry to or exit from a building.
- Storm, Flood or malicious damage to property which is not in a building.
- Loss or damage to Contents in the custody or control of You and Your Family whilst temporarily living away from the Home for the purposes of education.

# I. Temporary Accommodation and Loss of Rent

We will pay for

We will not pay for

- a) The reasonable costs of **Your** temporary accommodation.
- b) Loss of rent payable to You.

Up to £30,000 for:

- c) Ground rent which continues to be payable by You.
- d) Emergency kennelling for Your domestic pets.

During the period necessary to restore **Your Home** to a habitable condition, as a result of loss or damage caused by an Insured Event described in paragraphs A1-A12 within Section 1 above.

## J. Compensation for Death in Your Home

We will pay for

We will not pay for

£10,000 if You or Your spouse, partner or civil partner is fatally injured in the Home as a direct result of:

Accidental death of anyone over the age of 70 years of age.

- a) Fire or assault.
- b) An accident.

Provided death occurs within 12 calendar months of the incident

## K. Theft or Loss of Keys

We will pay for

We will not pay for

The reasonable cost of replacing external door locks to the Home if your keys are stolen or lost up to £500.

## L. Frozen Food

We will pay for

We will not pay for

Spoilage of domestic food in any freezer at Your Home caused by any malfunction, rise or fall in temperature in the freezer. Up to a maximum value of £250.00.

- Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to Your Home.
- Spoilage resulting from strike, lock-out or industrial dispute.
- Property mainly used for business trade, profession or employment service.

# M. Contents at University/College or Residential Care/Hospital

We will pay for

We will not pay for

Up to £2,000 for loss or damage to Contents belonging to You or a member of Your Household whilst temporarily removed from the **Home** but within the British Isles inc Northern Ireland:

- For the purposes of education or

Caused by an Insured Event described in paragraphs A1-A12 within Section 1.

- Loss of or damage to Contents by theft unless involving forcible and violent entry or exit from a building.

- Loss of or damage to Contents insured under any other Policy.
- Within a nursing Home, residential care Home or Loss of or damage to jewellery, Money, watches, laptops or tablet computers.

# N. Wedding Gifts and Christmas Gifts Cover

We will pay for

We will not pay for

Up to £3,500 for loss or damage to Wedding gifts caused by an Insured Event described in paragraphs A1-A12 within Section 1.

Cover only applies to gifts within the Home, for one month before and one month after the Wedding day of You or Your Family.

Up to £3,500 for loss or damage to Christmas gifts caused by an Insured Event described in paragraphs A1-A12 within Section 1.

Cover applies to gifts within the Home, for the month of December.

Wedding gifts or Christmas gifts outside the Home.

# O. Loss of Metered Water, Domestic Heating Oil and Liquefied **Petroleum Gas**

We will pay for

We will not pay for

Up to £750 for loss of metered water, domestic heating - Loss or damage caused while the Home is oil and liquefied petroleum gas following accidental damage to interior fixed domestic heating or water - Loss or damage caused by the deterioration, installations situated in or on the Home.

- Unoccupied.
- corrosion or failure of any tank, container or pipe.

#### P. Garden Cover

We will pay for

We will not pay for

If Your garden is damaged by fire, explosion, lightning, malicious persons, riot, theft or attempted theft, damage by vehicles, animals or aircraft We will pay the cost of re-landscaping up to £750, but not more than £250 for any one tree, shrub or plant.

- Loss or damage to items not contained within the boundaries of Your Land.
- Loss or damage caused by You or Your Family or any person legally in the Home.
- Loss or damage caused by theft, malicious persons or vandals when Home is Unoccupied.
- Any plant, shrub or tree grown for business purposes.

# **Q. Emergency Access**

We will pay for

We will not pay for

Loss or damage to the buildings caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency or perceived emergency involving You or Your family.

# R. Liability To The Public

We will pay for

We will not pay for

Up to £5,000,000 for any one cause (other than death, bodily injury or disease of **Your** domestic employees, where the amount is £10,000,000), plus defence costs and expenses incurred by **You** with **Our** consent, to indemnify **You** and **Your Family** against legal liability for:

- a) Accidental death, bodily injury or disease of any person.
- b) Accidental damage to property arising:
  - From the ownership or occupation of the Home and the Land.
  - ii) From any other private residence formally owned and occupied by **You** and which **You** have sold and incurred by reason of Section 3 of the Defective Premises Act 1972, provided that no other insurance covers the liability.
  - iii) From the employment of any domestic servant.
  - iv) In any other personal capacity anywhere in the **British Isles** inc Northern Ireland or during a temporary visit worldwide.

Liability arising from:

- Accidental death, bodily injury, illness or disease to You or Your Family.
- Loss or damage to property which belongs to You or Your Family, employees or is in their custody or control.
- The ownership of any building or **Land** other than the **Home** and **Land**.
- Any profession, business, or employment of You or Your Family other than the letting of the Home for reward
- The ownership, possession or use of **Mobility Scooters**, powered wheelchairs or wheelchairs unless specified in **Your** Schedule.
- The use of **Mobility Scooters**, Powered Wheelchairs or Wheelchairs. Other than on a pavement or walkway, unless no such pavement or walkway exists.
- The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) other than liability arising from the ownership, possession or use of domestic gardening machinery.
- The ownership or use of aircraft or watercraft including sailboards, paddleboards and windsurfers. Unless they are models or hand propelled otherwise specified in **Your** schedule.
- Any agreement or contract unless liability would have applied anyway.
- The ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- Any liability arising from an award of a Court outside the **British Isles** inc Northern Ireland

#### S. Unrecovered Court Awards

We will pay for

We will not pay for

Up to £1,000,000 for sums which **You** or **Your Family** have been awarded for accidental death, bodily injury or disease or accidental damage to property of the type described in paragraph R and where **We** are satisfied that these sums are not recoverable from the party held responsible by the Court.

The award must be made in a Court in the United Kingdom and must not be subject to any appeal.

## T. Title Deeds

We will pay for

We will not pay for

Up to £2,500 for the cost of preparing new title deeds to the Park **Home** following loss or damage caused by an Insured Event described in paragraphs A1-A11 within Section 1.

Cover applies to deeds whilst within the **Home** or in **Your** bank.

## **U. Jury Service**

We will pay for

We will not pay for

**We** will provide cover for expenses and loss of earnings arising from service as a juror for any period in **Excess** of two Weeks. The most **We** will pay for any one event is up to £25 per day and the most **We** will pay in total is £1,500.

- Cover for any person other than the insured or their spouse/partner.
- Expenses that can be recovered from any other source.
- Any period of jury service which was notified to You prior to the inception of this insurance Cover while the Home is let or lent.

# **Section 2: Personal Possessions**

Your Schedule tells You if this section is in force.

Cover applies anywhere in the world (except Section C. Mobility Scooters – UK only)

#### A. All Risks Cover

We will pay for

or We will not pay for ur - The amount of any Excess shown in Your Schedule.

Loss of or damage to property owned by **You** or **Your Family** and described in the Schedule.

- Loss or Damage listed under General Exclusions.
- Any amount exceeding £1,000 stolen from an unattended motor vehicle at any time.

#### 1. Unspecified personal effects

Accidental loss of or damage to unspecified Valuables, Personal Effects and Clothing, sports equipment and pedal cycles up to the amount shown in Your Schedule.

Loss or damage to:

- Compact discs, cassettes, or records worth more than £100 in total.
- Sports equipment and clothing in the course of play or use.
- Any amount exceeding £750 any one item in respect of Unspecified Valuables, Personal Effects and Clothing and Sports Equipment and £200 in respect of any one pedal cycle. Unless otherwise specified in Your Schedule.
- Pedal cycles in the course of racing, pace making or trials.
- Pedal cycles by theft unless in a locked building or securely locked to an immovable object while unattended.
- Pedal cycle tyres, lights, wheels and accessories unless the pedal cycle is lost or damaged at the same time
- Contact or corneal lenses or hearing aids.
- Golf balls unless contained in the golf bag at the time of the loss or damage.
- Pedal cycles let out on hire or lent.
- Jewellery, articles of gold, silver and other precious metals and watches from baggage unless carried by hand under **Your** personal supervision.
- Jewellery, articles of gold, silver and other precious metals and watches unless worn or attended by You or contained in a locked safe.
- Individual charms unless soldered to a bracelet

#### 2. Specified personal effects

as listed on the schedule attaching to this policy

Any items not listed

## B. Money and Credit/Debit Card

We will pay for

We will not pay for

Included within Section A:

Up to £300 of **Your Money** if it's accidentally lost or stolen whilst away from **Your Home**.

Loss of or damage to Credit Cards means financial loss from fraudulent use by any unauthorised person of credit, debit, charge or cash cards up to £5,000.

- Loss of **Money** by mistake in change, counting or overpayment.
- Loss of **Money** held for professional, employment, trade or business purposes.
- Loss of Money belonging to a child or student unless the Money is in the custody or control of You or a guardian.
- Loss of **Money** left in an unattended vehicle or in unattended baggage or in an unattended hotel room (unless in a locked safe).
- Loss of Money which does not belong to Your Household and for which they are not legally responsible.
- Liability resulting from a lost Credit Card which **You** failed to report to the issuing authority within 24 hours of discovery of the loss.
- Liability following a breach in terms and conditions of the Credit Card issuing authority.
- Liability following fraudulent Credit Card use by any person related to **You**.
- Loss or liability arising from Credit Cards left in an unattended vehicle or in unattended baggage or in an unattended Hotel room (unless in a locked safe).
- Liability more specifically Insured under this or any other Policy.

# C. Specified Sailboards, Paddleboards, Surfboards and Windsurfers

We will pay for

We will not pay for

Accidental loss or damage to; sailboards, paddleboards, surfboards and windsurfers. Up to the amount specified in **Your** Schedule.

Loss or damage to:

- Sailboards, paddleboards, surfboards and windsurfers whilst being used for their intended purpose.
- Theft of sailboards and windsurfers unless in a building or securely locked Motor vehicle or securely locked to an immovable object or motor vehicle unattended away from the **Home**.

# D. Mobility Scooter, Powered Wheelchair & Wheelchair

We will pay for

We will not pay for

The cost to repair or replace Your:

- Mobility Scooter,
- Powered Wheelchair or
- Wheelchair.

Following loss or damage caused by an Insured Event described in paragraphs A1-A12 within Section 1 of this Policy. Up to the amount specified in **Your** Schedule.

If Your Mobility Scooter/Wheelchair is stolen, or damaged beyond economic repair We will pay either:

- The Market Rate for a replacement used scooter or wheelchair of similar make, model and age, or
- For Scooters/Wheelchairs less than one year old the replacement value of a new Scooter/wheelchair of similar make and model.

Up to the amount specified in Your Schedule.

- Loss or damage to **Your** scooter or Wheelchair caused by someone using the scooter or Wheelchair whilst not legally allowed to do so, either with or without **Your** permission.
- Loss or damage to **Your** scooter or Wheelchair that has been deliberately caused by **You**, or family member.
- Theft of **Your** scooter or Wheelchair by a friend or family member.
- Loss or damage to or loss of any accessories unless the scooter or Wheelchair is lost or damaged at the same time.
- Theft unless **Your** scooter or Wheelchair has been left in a locked building or securely locked to an immovable object while unattended.
- Loss or damage more specifically Insured under this or any other Policy.
- Loss or damage caused while **Your** scooter or Wheelchair is being transported and is in the control of someone else (such as baggage handlers).
- Loss or damage to **Your** scooter or Wheelchair caused by faulty maintenance or modifications not carried out by an authorised dealer.
- Increase in repair costs as a result of the need to fit non-identical replacement parts.
- Any other costs that are directly or indirectly caused by the Insured Event unless specifically covered in this Policy.
- Costs resulting from, or relating to **Your** inability to use **Your** scooter or Wheelchair for any reason and any period of time.

# **General Exclusions Applicable to Section 2**

#### The amount of any Excess shown in Your schedule. Loss or damage caused:

- By theft or attempted theft from an unattended motor vehicle unless the items are hidden from view, all windows are closed and all doors, including the boot, are locked.
- By loss or damage to plants.
- 3. To items not in Your care, custody or control.
- 4. To any item more specifically Insured by this or any other Policy.
- 5. By chewing, scratching, tearing or fouling by **Your** domestic animals.
- 6. By infestation, chewing, scratching, tearing or fouling by insects or vermin.
- 7. By theft or attempted theft from an unlocked hotel room.

# **General Conditions Applicable to Section 2**

- A valuation must be available for specified items with a value in Excess of £1500.
- Matching Items: We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

# Privacy Statement Applicable to Sections 3 & 4

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 the General Data Protection Regulation. 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 Section of cover, 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

You have 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.

# **Definitions Applicable to Section 3 of this Policy**

Definitions are set out below and any word or phrase which has a definition is printed throughout Section 3 in **bold type**.

**Appointed Advisor:** The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

**Collective Conditional Fee Agreement**: A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional Fee Agreement: A legally enforceable agreement between the Insured and the Appointed Advisor for paying their professional fees on the basis of 100% "no-win no-fee".

**Communication Costs**: The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service.

Home: Your park or holiday home, as declared in Your proposal for insurance.

**Insured**: **You**, Your partner and relatives permanently living with **You** in the UK. (The **Insurer** will cover **Your** children temporarily away from **Home** for the purposes of higher education).

Insurer: Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000).

#### **Legal Costs & Expenses**

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement..
- Reasonable accountancy fees reasonably incurred under Insured Event Tax by the Appointed Advisor and agreed by Us in advance.
- 4. The Insured's basic wages or salary under Insured event Loss of earnings while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service
- 5. The Insured's Communication Costs.

Period of Insurance: The period shown in the Schedule to which this Section of the Policy attaches.

#### **Reasonable Prospects of Success**

- 1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- 2. In criminal prosecution claims where the Insured
  - a) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- 3. In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that reasonable prospects of success as set out in 1., 2., and 3. above do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**Residential Property Tribunal**: A Residential Property Tribunal as defined by Section 2 of the Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals) (England) Order 2011.

**Small Claims Court**: A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where this Section of the Policy applies.

**Territorial Limit**: For Insured Events Contract and Personal Injury, the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. For all other Insured Events, the United Kingdom, Channel Islands and Isle of Man.

**We/Us/Our**: ARAG plc who is authorised under a binding authority agreement on behalf of the **Insurer** Brit Syndicate 2987 at Lloyd's.

You/Your: The person(s) named in the Schedule to which this Section of the Policy attaches..

# **Section 3: Legal Expenses**

## This section applies to You if shown in Your Policy Schedule.

This section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other Insurers proportion or in respect of any other section of this Policy.

# A. Employment

The Insurer will pay for

The Insurer will not pay for

A dispute with the **Insured**'s current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures. or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **Insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

Any claim arising from or relating to:

- 1. disputes arising solely from personal injury
- 2. defending the **Insured** other than defending an appeal
- 3. Legal Costs & Expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal
- 4. an **Insured**'s employer's or ex-employer's pension scheme
- 5. a compromise or settlement agreement between the **Insured** and their employer unless such agreement arises from an ongoing claim under the policy.

#### **B.** Contract

The Insurer will pay for

The **Insurer** will not pay for

A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured** for:

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling Your main Home
- d) renting Your main Home as a tenant
- e) the occupation of **Your** main **Home** under a lease.

Any claim arising from or relating to:

- 1. a dispute with a tenant or where the **Insured** is the landlord or lessor
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- 3. the **Insured**'s business activities, trade, venture for gain, profession or employment
- 4. a contract involving a motor vehicle
- 5. a settlement due under an insurance Policy
- 6. construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT

# C. Property

The Insurer will pay for

- 1. A dispute relating to visible property which the **Insured** owns following:
  - a) an event which causes physical damage to the Insured's visible property including Your main Home
  - b) a public or private nuisance or trespass provided that where any boundary is in dispute, **You** have proof of where the boundary lies.
- 2. A dispute with **Your** landlord or site owner arising out of **Your** occupation of **Your Home**.

The Insurer will not pay for

- 1. The first £250 of any claim under Insured Event Property b). This is payable by the **Insured** as soon as **We** accept the claim.
- 2. Any claim arising from or relating to:
  - a) a contract entered into by an Insured
- b) any building or land other than **Your** main **Home**
- c) a motor vehicle
- d) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on Your property by any government, local or public authority
- e) defending any dispute under **Insured** Event Property a) other than defending a counter claim or an appeal
- f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass

## D. Personal Injury

The Insurer will pay for

The Insurer will not pay for

A sudden event directly causing the **Insured** physical bodily injury or death.

Any claim arising from or relating to:

- 1. a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where the **Insured** has not sustained physical injury to their body
- 3. defending any dispute other than an appeal..

# E. Clinical Negligence

The Insurer will pay for

The Insurer will not pay for

A dispute arising from alleged clinical negligence or malpractice.

- 1. Any claim relating to a contract dispute.
- 2. Defending any dispute other than an appeal.

#### F. Tax

The **Insurer** will pay for

The Insurer will not pay for

A formal enquiry into the Insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

Any claim arising from or relating to:

- tax returns where HM Revenue & Customs impose a penalty or which contain careless and/or deliberate misstatements
- 2. a business or venture for gain of the Insured
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured**'s financial arrangements
- 4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- 5. an investigation by the Fraud Investigation Service of HM Revenue & Customs.

## G. Legal Defence

The Insurer will pay for

The Insurer will not pay for

a) Work

An alleged act or omission of the insured that arises from their work as an employee and results in:

- i) the **Insured** being interviewed by the police or others with the power to prosecute
- ii) a prosecution being brought against the **Insured** in a court of criminal jurisdiction
- iii) civil proceedings being brought against the **Insured** under unfair discrimination laws.
- b) Motor

A motoring prosecution being brought against the Insured

c) Other

A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body.

Any claim arising from or relating to:

- 1. owning a vehicle or driving without motor insurance or driving without a valid driving licence
- 2. a parking offence.

## H. Loss of Earnings

The Insurer will pay for

The Insurer will not pay for

The **Insured**'s absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service which results in loss of earnings.

- 1. loss of earnings in excess of £1,000.
- 2. any sum which can be recovered from the court or tribunal.

## I. Identity Theft

The Insurer will pay for

The Insurer will not pay for

A dispute arising from the use of the **Insured**'s personal information without their permission to commit fraud or other crimes provided the **Insured** contacts **Our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

The **Insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

# **General Exclusions Applicable to Section 3**

This section of the Policy does not cover the Insured for any claim arising from or relating to:

- 1. Legal Costs & Expenses incurred without Our consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of this Section of the Policy and which the **Insured** believed or ought reasonably to have believed could lead to a claim under this Policy
- 3. an amount below £100
- 4. an allegation against the Insured involving:
  - assault, violence or dishonesty, malicious falsehood or defamation
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - illegal immigration
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 5. a dispute between Your family members
- 6. an Insured's deliberate or reckless act
- 7. a judicial review
- a dispute arising from or relating to clinical negligence except as provided for in Insured Event Clinical Negligence
- a dispute with Us not dealt with under condition 6. Disputes below, or the Insurer or the company that sold this Policy
- 10. a group litigation order
- 11. the payment of fines, penalties or compensation awarded against the **Insured**.

# **General Conditions Applicable to Section 3**

Where the **Insurer**'s risk is affected by the **Insured**'s failure to keep to these conditions the **Insurer** can cancel this Section of **Your** policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** if this happens.

#### 1. The Insured's responsibilities

An Insured must:

- a) tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in the Insured's favour
- cooperate fully with Us, give the Appointed Advisor any instructions required, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back Legal Costs & Expenses, and, where recovered, pay
  them to the Insurer
- d) keep Legal Costs & Expenses and Communication Costs as low as possible
- e) allow the **Insurer** at any time to take over and conduct in the **Insured**'s name, any claim.

#### 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2. b) below the Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor
- b) The Insured may choose an Appointed Advisor if:
  - We agree to start proceedings or proceedings are issued against an Insured, or
  - · there is a conflict of interest,

except where the **Insured**'s claim is to be dealt with by the **Residential Property Tribunal** or Small Claims Court where **We** shall choose the **Appointed Advisor**.

- c) Where the Insured wishes to exercise the right to choose, the Insured must write to Us with their preferred representative's contact details. Where the Insured chooses to use their preferred representative, the Insurer will not pay more than We agree to pay a solicitor from Our panel. (Our panel solicitor firms are chosen with care and We agree special terms with them which may be less than the rates available from other firms).
- d) If the Insured dismisses the Appointed Advisor without good reason, or withdraws from the claim without Our written agreement, or if the Appointed Advisor refuses with good reason to continue acting for an Insured, cover will end immediately.
- e) In respect of a claim under Insured Event Employment, Contract, Personal Injury or Clinical Negligence the Insured must enter into a Conditional Fee Agreement or the Appointed Advisor must enter into a Collective Conditional Fee Agreement, where legally permitted.

#### 3. Consent

- a) The Insured must agree to Us having sight of the Appointed Advisor's file relating to the Insured's claim. The Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality control purposes.
- b) An Insured must have Your agreement to claim under this policy.

#### 4. Settlement

- a) The Insurer has the right to settle the claim by paying the reasonable value of the Insured's claim
- b) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **Our** written agreement.
- c) If the Insured refuses to settle the claim following advice to do so from the Appointed Advisor, the Insurer reserves the right to refuse to pay further Legal Costs & Expenses.
- d) The Insured must settle Communication Costs arising from Insured Event Communication Costs in the first instance and make a receipted claim to Us for reimbursement.

#### 5. Barrister's opinion

We may require the Insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Insured, then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by Us, then the Insurer will pay for a final opinion which shall be binding on the Insured and Us. This does not affect the Insured's right under Condition 6. below.

#### 6. Disputes

If any dispute between the **Insured** and **Us** arises from this Section of the Policy, the **Insured** can make a complaint to **Us** as described under the Complaints Procedure at the front of the Policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured**'s concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

#### 7. Acts of Parliament & Jurisdiction

All legal instruments and rules referred to within this Section of the Policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This section of the policy will be governed by English law.

#### **Additional Benefits**

#### **Consumer Legal Services**

Register today at: www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters.

#### Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls

#### Legal and Tax Advice 0333 000 2081

If **You** have a legal or tax problem **We** recommend that **You** call **Our** confidential legal and tax advice helpline. The legal advice helpline is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

#### **Identity Theft Advice and Resolution Service**

This helpline provides advice to help you keep your identity secure. If you suspect you are a victim of identity theft, our specialist caseworkers can help you to restore your credit rating and correspond with your card issuer, bank or other parties. This service is available from 8am to 8pm seven days a week by calling 0333 000 2083

# **Definitions Applicable to Section 4 of this Policy**

Definitions are set out below and any word or phrase which has a definition is printed throughout section 4 in **bold type**.

Contractor: The contractor or tradesman chosen by Us to respond to Your Home Emergency.

#### **Emergency Costs**

- 1. Contractor's reasonable and properly charged labour costs, parts and materials.
- Where necessary alternative accommodation costs incurred under Insured Event Alternative Accommodation.

**Home**: **Your** park or holiday home, as declared in **Your** proposal for insurance situated within the United Kingdom, Channel Islands and the Isle of Man.

Home Emergency: A sudden unexpected event which clearly requires immediate action in order to:

- 1. prevent damage or avoid further damage to the **Home**, and/or
- 2. render the **Home** safe or secure. and/or
- 3. restore the main services to the **Home**, and/or
- 4. alleviate any health risk to You.

**Insurer:** Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Limit of Indemnity: The Insurer will pay the following:

- 1. the Contractor's call-out charge
- 2. Contractor's labour costs
- 3. parts and materials, and where necessary
- 4. alternative accommodation costs.

The maximum payable by the Insurer is £1,000 for all claims related by time or original cause.

Period of Insurance: The period shown in the Schedule to which this Section of the Policy attaches.

Vermin: Brown or black rats, house or field mice, and wasps' or hornets' nests.

**We/Us/Our**: ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Syndicate 2987 at Lloyd's.

# **Section 4: Home Emergency Solutions**

## This section applies to You if shown in Your Policy Schedule.

This Section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this Section only and have no liability for any other Insurers proportion or in respect of any other Section of this Policy.

Following an Insured Event which results in a **Home Emergency** the **Insurer** will pay **Emergency Costs** up to the **Limit of Indemnity** provided that:

- 1. You have paid the insurance premium
- 2. the claim is reported to Us
  - during the Period of Insurance
  - immediately after You first become aware of a Home Emergency
- 3. You always agree to use the Contractor chosen by Us.

A. Main Heating System		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a central heating boiler, all radiators, hot water pipes and water storage tanks in <b>Your Home</b> .		
B. Plumbing & Drainage		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps, and pipe-work located within <b>Your Home</b> , which results in a <b>Home Emergency</b>		
C. Home Security		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
Damage to (whether or not accidental) or the failure of external doors, windows or locks which compromises the security of <b>Your Home</b> .		
D. Toilet Unit		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in <b>Your Home</b> .		

E. Domestic Power Supply		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
The failure, whether or not caused accidentally, of <b>Your Home</b> 's domestic electricity or gas supply.		
F. Lost Keys		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
The loss or theft of the only available keys, if You cannot replace them to gain access to <b>Your Home</b> .		
G. Vermin Infestation		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
Vermin causing damage inside $\bf Your\ Home$ or a health risk to $\bf You.$		
H. Alternative Accommodation Costs		
The <b>Insurer</b> will pay for	The <b>Insurer</b> will not pay for	
Your overnight accommodation costs including transport to such accommodation following a Home Emergency which makes the Home unsafe, unsecure or uncomfortable to stay in overnight.		

# **General Exclusions Applicable to Section 4**

This section of the Policy does not cover the Insured for any claim arising from or relating to:

- 1. Emergency Costs which have been incurred before We accept a claim
- 2. an Insured Event which happens within the first 48 hours of cover if **You** purchase this policy at a different date from any other related insurance policy
- 3. Emergency Costs where there is no one at Home when the Contractor arrives
- any matter occurring prior to, or existing at the start of the policy, and which You believed or ought reasonably to have believed could give rise to a claim under this policy
- any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
- 6. a main heating system (including a central heating boiler which is more than 15 years old
- 7. Warm air and solar heating systems or boilers with an output over 60Kw/hr
- 8. the cost of making permanent repairs including any redecoration or making good the fabric of the **Home** 
  - a) once the emergency situation has been resolved
  - b) arising from damage caused
    - i) in the course of the repair or
    - ii) investigation of the cause of the Insured Event or
    - iii) in gaining access to Your Home
- 9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
- 11. Your garage (except a central heating boiler located in a connecting garage) outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank
- 12. Your Home being left unoccupied for more than 30 days consecutively
- 13. goods or materials covered by a manufacturer's, supplier's and installer's warranty
- 14. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- 15. a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
- 16. subsidence, landslip or heave
- 17. a property that is not Your main residence or that You rent or let
- 18. blockage of supply or waste pipes to the **Home** due to freezing weather conditions

# **General Conditions Applicable to Section 4**

Failure to keep to these conditions may lead the **Insurer** to cancel this Section of **Your** policy or refuse to pay a claim.

#### 1. Your Responsibilities

#### You must:

- a) observe and keep to the terms of this section of the policy
- b) not do anything that hinders Us or the Contractor
- c) tell **Us** immediately after first becoming aware of any **Home Emergency**
- d) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- e) cooperate fully with the Contractor and Us
- d) provide **Us** with everything **We** need to help **Us** handle the claim
- g) take reasonable steps to recover Emergency Costs that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to You
- h) minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim
- allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation
- j) be able to prove that the main heating system is no more than fifteen years old and has been serviced within the 12 months prior to the date of a Home Emergency claim.

#### 2 Our Consent

We must give You Our consent to incur Emergency Costs. The Insurer does not accept liability for Emergency Costs incurred without Our consent.

#### 3 Settlement

You must not settle the Contractor's invoice or agree to pay Emergency Costs that You wish to claim for under this policy without Our agreement.

#### 4. Disputes

If any dispute between the **Insured** and **Us** arises from this Section of the Policy, the **Insured** can make a complaint to **Us** as described under the Complaints Procedure at the front of the Policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured**'s concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

#### 5. Jurisdiction

This policy will be governed by English Law.

#### 6. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999

# **Making a Claim**

To Make a Claim, first check Your Policy Schedule to make sure You are covered for the loss.

Then follow the instructions on How To Make A Claim and read the Conduct of Claims on page 31 relevant to **Your** Loss. When **You** think **You** need to make a claim please call **Our** claims team who will immediately take action to help **You**. To make the claims process as quick as possible please have **Your** Policy number to hand.

Please call 0345 600 3050. This will ensure that **You** are helped quickly and efficiently. When **You** phone **We** will:

- Take details of the loss or damage.
- Instruct an approved supplier or loss adjustor to contact You if necessary.
- Where necessary arrange for someone to contact You by phone as soon as possible to discuss Your claim.

#### How to make a Claim

#### (Applicable to Sections 1 & 2 only)

We will at Our Option pay the cost of repair or for any replacement as new.

Where **You** have chosen not to repair or replace an item **We** will make a deduction for wear, tear and depreciation.

Sums insured will not be reduced by the amount of any claim except for individually Specified Items which will be removed from cover after total loss or destruction. **You** must tell **Us** if Specified Items are to be insured again after replacement. The sums insured should be the cost of replacing all items covered as new

#### a) Loss of or Damage to Property

In the event of loss or damage to property likely to result in a claim You must:

- In a reasonable timescale report to the police any theft, malicious damage, vandalism or loss of property.
- ii) In a reasonable timescale report to the credit card company any loss or theft of credit cards.
- iii) Advise AXA as soon as reasonably possible and at Your expense provide full written details and proofs as requested by them.
- Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property.

#### b) Legal Liability

In the event of any accident or incident likely to result in a legal liability claim You must:

- Advise AXA in a reasonable timescale and as soon as possible provide full written details and assistance as requested by them.
- As soon as reasonably possible send AXA any letter, writ, summons or other legal document issued against You or Your Family without answering it.
- iii) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

# (Applicable to Section 3 only)

### **Legal Expenses**

If You need to make a claim You must notify Us as soon as possible.

- Under no circumstances should You instruct your own solicitor or accountant as the Insurer will not pay any costs incurred without Our agreement.
- You can download a claim form at www.arag.co.uk/newclaims or you can request one by telephoning us on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
- Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will issue You with a written acknowledgement by the end of the next working day after the claim is received.
- 4. Within five working days of receiving all the information needed to assess the availability of cover under this Section of the Policy, We will write to You either:
  - a) confirming cover under the terms of this section of Your policy and advising You of the next steps to progress Your claim; or
  - if the claim is not covered, explaining in full the reason why and advising whether
     We can assist in another way.
- 5. When an advisor is appointed they will try to resolve **Your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

# (Applicable to Section 4 only)

# **Home Emergency Solutions:**

- please telephone 0330 303 1534 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing Us with Your name, address, postcode, and the nature of the problem
- We will record Your details and then decide on the best course of action to limit Your loss and/or repair the damage. If the incident relates to an emergency covered under this policy, We will instruct a member of Our emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service
- if You are claiming for alternative accommodation costs You must obtain Our authority to incur costs before booking somewhere to stay. You will have to pay for the accommodation when You check out and send Your receipt to Us to be reimbursed
- it is important You notify Us as soon as possible of any claim, and do not call out Your own contractors as We will not pay their costs and it could stop Your claim being covered
- You must report any major emergency which could result in serious damage to the Home or injury, to the Emergency Services or the company that supplies the service
- Your call may be recorded for training and security purposes and will be answered as soon as possible.

### **Settlement of Home and Contents Claims**

**We** will pay the replacement cost of a new item less an amount deducted for age, wear and tear. If a supplier is appointed the cash settlement will reflect any discount **We** receive.

**We** will at **Our** discretion pay the cost of repair or for replacement as new provided that, at the same time of loss or damage, the sum insured is not less than the full replacement cost – including re-siting and professional fees.

### New for Old

If **Your** Schedule shows that **You** have selected claims settlement on a **New for Old** basis the following applies to **Your** Policy:

If the **Home** is lost or damaged beyond economical repair, **We** will settle on a **New for Old** basis. Alternatively, should a cash settlement be required **We** will arrange a cash settlement based on the current **Market Value** at the time of the loss.

If the **Home** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Home**.

If We know the Home is under a hire purchase agreement, We will pay the hire purchase company.

If the **Home** has not been maintained in good repair, **We** will pay the cost of repair or replacement less a deduction for wear and tear.

For the **Contents**, **We** will pay the replacement cost of a new item, or **We** will replace it with a new item if **We** choose. This does not include:

- · Household linen and clothing, where an amount will be deducted for wear and tear; or
- Items that can be economically repaired (including household linen and clothing) where We
  will pay the cost of repair.

#### Market Value

If **Your** Schedule shows that **You** have selected a claims settlement on a **Market Value** basis the following applies to **Your** Policy:

If the **Home** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Home**.

If We know the Home is under a hire purchase agreement, We will pay the hire purchase company.

If the **Home** has not been maintained in good repair, **We** will pay the cost of repair or replacement less a deduction for wear and tear.

If the Home is damaged beyond economical repair We will pay the Market Value.

For the Contents, We will do the following:

- We will pay the replacement cost of a new item less an amount deducted for age, wear and tear.
- Or replace it with a new item, less an amount deducted for age, wear and tear if **We** choose.
- Where items can be economically repaired (including household linen) We will pay the cost
  of repair.

### Settlement of Personal Possessions Claims

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

- a) The Sum Insured as stated on Your Schedule.
- b) £1,000 for theft of Valuables, Personal Effects and Clothing and Sports Equipment from any unattended motor vehicle.

We will at Our option:

- a) Replace the item(s) as new (except for Clothing and Sports Equipment where a deduction for wear, tear and depreciation will be made), or
- b) Pay the cost of repair for items which can be economically repaired, or
- c) Pay the cost of replacement as new (except for Clothing and Sports Equipment where a deduction for wear, tear and depreciation will be made).

Where item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

The sums insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on Clothing and **Sports Equipment**.

The sums insured will not be reduced by the amount of any claim, except for specified items which will be removed from cover after total loss or destruction. **You** must tell **Us** if those items are to be insured again after replacement.

### **Conduct of Claims**

# a) Our Rights

In the event of a claim We may:

- Enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to Us.
- Take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

## b) Recovery of Lost or Stolen Property

If any lost or stolen property is recovered You must let Us know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

### **Claims Conditions**

The first thing You must do.

**We** recommend that **You** check **Your** cover. This Policy booklet contains details of what is covered and how **We** settle claims. **Your** Policy schedule will show those sections in force.

These conditions apply to the **Contents**. Personal possessions and Buildings sections.

You and Your Family must comply with these conditions to have the full protection of Your Policy.

If You and Your Family do not comply with them We may take one or more of the following actions:

- Cancel Your Policy.
- Change the terms of Your Policy.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

### You should:

- Urgently inform the Police and obtain a crime or lost property reference number if property is lost or stolen or theft or malicious damage is suspected.
- Contact **Us** as soon as possible by phone on the appropriate Helpline.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

### What You must do after making Your claim:

- If We ask You must send Us written details of Your claim within 30 days.
- Provide **Us** with full details in writing as soon as possible if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them. **You** must also send **Us** any writ, summons, letter of claim or other document as soon as possible.



- To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your** property.
- To help assist in dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of damaged property.
- **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information as part of **Your** claim.

### What You must not do:

- Admit or deny any claim made by a third party against **You** or **Your Family** or make any agreement with them.
- Abandon any property for Us to deal with.
- Dispose of damaged items as We may need to see them.

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in Your name for Our benefit against any other party.

**We** are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in **Your** name.

# General Exclusions Applicable to Sections 1, 2, 3 & 4

# This Policy does not cover:

- A. Any loss, damage, liability or injury nor any damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:
  - War: Any loss, damage or liability whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

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

Terrorism: Any loss or damage cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/ or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

- 3. Any action taken in controlling, preventing, suppressing or in any way relating to (1) or (2) above.
- Sonic Bangs: Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5. Radioactive Contamination:

- a) Ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) The radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or component.
- 6. Loss in Value: Loss in value of any property following repair or replacement.
- 7. Wear and Tear: Loss or damage arising from wear and tear or depreciation.
- 8. **Pollution:** Pollution or contamination of any sort and however caused.
- 9. The failure or fear of failure or inability of any equipment or any computer programme, whether or not You own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function beyond that date.
- 10. Any loss (including loss of value) of or damage to Land or any part of the Land.
- Confiscation: Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.

- 12. Water Seepage: This Policy does not insure loss or damage to any property caused by water seepage through defective seams and seals or through any material or coating that has not been properly maintained in accordance with the manufacturer's specification.
- 13. Theft or Attempted Theft: That has not been reported to the Police within 24 hours of discovery and a crime reference number obtained.
- 14. Flood Damage Exclusion: This Policy does not insure loss or damage to any property caused by Flood unless the Home including ancillary domestic outbuildings and fixed storage chests are sited 1ft (30cm) above the worst known high water level.
- 15. Scratching, denting, rot, fungus, beetle, moth, insects, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light, repeated exposure or other gradually operating cause.
- 16. Any process of dyeing, cleaning, washing, alteration, maintenance, repair, dismantling, renovation, restoration or use contrary to maker's instructions.
- 17. Guns or firearms.
- 18. Living creatures.
- 19. Deception unless deception is only used to gain entry to the **Home**.
- 20. The cost of remaking any film disc or tape or the value of any information contained on it.
- 21. Vehicles or Craft: Motor Vehicles, touring caravans, watercraft, trailers, boats, aircraft (which includes hovercraft and gliders), Unmanned Aerial Vehicles or drones, mechanically propelled Vehicles (which includes motorcycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes).
  - Wheelchairs, Mobility Scooter, powered wheelchairs, canoes, surfboards, sailboards, windsurfers unless otherwise specified in **Your** Schedule.
- 22. Parachutes, camping equipment or sub aqua equipment.
- 23. Securities, certificates or documents of any kind.
- 24. China, glass or porcelain of a collectable nature.
- 25. Any item or **Money** owned or used primarily for business, trade, employment or professional purposes (other than letting of the **Home** for reward).
- 26. Electrical or mechanical equipment following breakdown, failure, misuse or derangement.
- 27. Arising from depreciation in value or other loss, damage or additional expenses following on from the event for which you are claiming e.g. costs incurred in preparing the claim or loss of earnings following your bodily injury or illness.
- 28. Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid uncollectible, irrecoverable or irredeemable.

# General Conditions Applicable to Sections 1, 2, 3 & 4

You must comply with these conditions to have the full protection of Your Policy. If You do not comply with them. We may take one or more of the following actions; cancel Your Policy, declare Your Policy void (treating Your Policy as if it never existed), change the terms of Your Policy, refuse to deal with all or part of any claim or reduce the amount of any claim payment.

### 1. Provide accurate and complete information

When taking out, renewing or making changes to this Policy, **You** or **Your** agent (acting on **Your** behalf) must take reasonable care to provide accurate and complete answers to all questions.

**We** may ask **You** to provide further information and/or documentation to ensure that the information **You** provided when taking out, making changes to or renewing **Your** Policy was accurate and complete.

### 2. Unoccupied Home

It is a condition precedent to **Our** liability that when **Your Home** is **Unoccupied**:

- i) All security devices be put into full and effective operation.
- The heating system is set to maintain an ambient temperature of at least 13 Degrees Centigrade

OR

iii) The gas/electricity supply be isolated at the mains and the water system be turned off at the mains and drained down. This procedure should be carried out by a competent person.
We recommend contacting Your park operator and consulting Your manufacturers guidelines for information on preparing Your Home for winter.

### 3. Reasonable Care

**You** must take all reasonable steps to prevent accidents, loss or damage and must maintain the property in accordance with the manufacturer's guidelines to insure it is in sound condition and in good repair.

### 4 Sums Insured

**You** must at all times keep the sums insured at levels which represent the full value of the property insured including debris removal, re-siting costs and legal fees.

# 5. Cancellation

Statutory Cancellation Rights

**You** may cancel this Policy within 14 days of receipt of the Policy documents (new business) or the renewal date (the Cancellation Period) by writing to **Us** at the following address during the Cancellation Period:

BGi.uk Portwell House Market Place Faringdon Oxfordshire SN7 7HU There is no refund of premium in the event of a total loss claim. However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** less any fees and commissions earned.

In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the Policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

### **Cancellation Outside the Statutory Period**

**You** may cancel this Policy at any time by providing prior written notice to the above address. Providing **You** have not incurred eligible claims during the period **You** have been on cover **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** less any fees and commissions earned.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the Policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

### Cancellation by Us

**We** reserve the right to cancel **Your** Policy when there is a valid reason to do so. Valid reasons include, but are not limited to:

- You provide Us with inaccurate or incomplete information. For further information please see Section 1 'Provide accurate and complete information' on previous page.
- You make a change to Your information which renders the risk no longer acceptable for Us to insure. As above for further information please see Section 1 'Provide accurate and complete information' on previous page. In addition please see 'Changes in Your Circumstances' on page 37.
- You act in a fraudulent manner. For further information please see below Section 7 'Fraud' in addition to 'Claims Conditions' on page 32.

### Non-payment of premiums

**We** reserve the right to cancel this Policy immediately on written notice in the event of non-payment of the premium or default if **You** are paying by instalments.

#### 6. Other Insurances

If any accident loss or damage covered by this Policy is insured under another Policy **We** will only pay **Our** rateable proportion of any claim.

### 7. 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 at Our option declare the Policy void.
- We shall be entitled to recover from You the amount of any claim already paid under the Policy since the last renewal date.
- We shall not make any return of premium.
- We may inform the police of the circumstances.

### 8. Governing Law

You and We can choose the law which applies to this Policy. We propose that the Laws of England and Wales applies. Unless We and You agree otherwise the laws of England and Wales will apply to this Policy.

### 9. Matching sets, suites and carpets

**We** treat any individual item of a matching set or suite of furniture or sanitary ware or other bathroom fittings as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

If a carpet is damaged beyond repair **We** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.

# **Changes in Your Circumstances**

You must tell **Us** as soon as reasonably possible if **Your** circumstances change or if any of the information shows in **Your** proposal form, statement of fact or Schedule changes during the period of insurance.

Examples of changes We must be made aware of are:

- Change of address.
- Structural alteration to Your Home
- If You or Your Family intend to let or sublet Your Home.
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- If Your Home will be permanently Unoccupied.
- If Your Home is no longer occupied solely by You or Your Family.
- If You or Your Family have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

**We** will then tell **You** if there will be any change to **Your** insurance premium or any change in the terms of **Your** Policy.

**You** must ensure that **You** provide accurate and complete information when asked questions about the changes in **Your** circumstances.

AXA Insurance UK plc Registered in England and Wales No 78950.Registered Office: 5 Old Broad Street, London EC2N 1AD. A member of the AXA Group of Companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Telephone calls may be monitored and recorded.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

For more information on this Policy, including all exclusions Park Home Policy Reference: PHP-BGI-201809v2

Call 01367 246130 www.bgi.uk.com

BGi.uk is a trading style of H J Roelofs (UK) Ltd which is authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 307129. Company Registration number 3464365

Registered Office:

Portwell House, Market Place, Faringdon, Oxfordshire SN7 7HU

# www.BGi.uk.com

tel: 01367 246130 - info@BGi.uk.com

Portwell House, Market Place, Faringdon, Oxon. SN7 7HU

