

OMAR[®]
INSURANCE



Non-Standard Leisure Home Insurance



For Non-Standard Property used as a
Leisure Home of the insured in the UK

Non-Standard Leisure Home Insurance

Arranged By
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Market Place
Faringdon
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www.BGi.uk.com

Non-Standard Leisure 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

Non-standard Leisure Home Insurance	3
How Your Non-Standard Leisure Home Policy Works	4
How Much to Insure for	4
Our Commitment to Service	4
Complaints Procedure	4
Compensation	6
Definitions Applicable to Sections 1 & 2	7
Section 1: Home & Contents	10
Section 2: Personal Possessions	18
General Exclusions Applicable to Section 2	21
General Conditions Applicable to Section 2	21
Definitions Applicable to Section 3 of this Policy	22
Section 3: Legal Expenses	24
General Exclusions Applicable to Section 3	27
General Conditions Applicable to Section 3	27
Definitions Applicable to Section 4 of this Policy	30
Section 4: Home Emergency Solutions	31
General Exclusions Applicable to Section 4	33
General Conditions Applicable to Section 4	34
Making a Claim	35
General Exclusions Applicable to Sections 1, 2, 3 & 4	40
General Conditions Applicable to Sections 1, 2, 3 & 4	42
Change in Your Circumstances	25

How Your Non-Standard Leisure 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.

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** Non Standard Leisure **Home**, static holiday caravan, holiday lodge, camping pod, yurt, log cabin, chalet 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.

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
- Torrential rainfall at a rate of at least 25mm per hour 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.

* Equivalent to **Storm** Force 10 on the Beaufort Scale.

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 72 consecutive hours between 31st October to April 1st or Good Friday whichever is earliest.

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.

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.
- Toys 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 only applies to you if set out in your policy Schedule.

We will not pay more in total than the sum insured for Section 1: **Home** and **Contents** shown in your policy schedule (adjusted by index linking if **Your** schedule shows that you have selected claim settlement on a **New for Old** basis) for any one claim under causes A-G, L, O. **We** will pay in addition amounts due under covers H-K, M,N and P-R, up to the limits shown.

The following limits also apply:

- a) **Contents** cover up to 30% of the total sums insured for section 1: **Home** and **Contents**.
- b) **Valuables** up to £2,000 for any one item and £10,000 in total.
- c) **Money** up to £250.
- d) Household belongings in the open within the boundaries of the **Land** is limited to £350.

A. The Cover

	We will pay for	We will not pay for
	Loss of or damage to the Home and Contents caused by:	The amount of any Excess shown in Your schedule
1	Fire, explosion, lightning, earthquake.	No exclusions.
2	Smoke.	Damage arising gradually or out of repeated exposure.
3	Riot, civil commotion, strikes, labour and political disturbances.	- Loss or damage while Home is Unoccupied or Let. - Loss or damage caused by persons lawfully in the Home .
4	Malicious persons or vandals.	- Loss or damage caused by persons lawfully in the Home . - Loss or damage while Home is Unoccupied or Let.
5	Storm, Flood or weight of snow.	- Loss or damage caused by frost. - Loss of or damage to hedges, gates and fences, from ground water rising and property in the open.
6	Escape of water, liquefied petroleum gas or oil from any fixed heating or domestic water installation, a drainage installation, washing machine, dishwasher or freezer.	- Loss or damage caused by sinks and baths overflowing as a result of the taps being left on. - Loss or damage to the installation or appliance itself. - Loss or damage caused while the Home is Unoccupied unless: <ol style="list-style-type: none"> a) An automatically operating central heating system is used to maintain a minimum temperature of 13°C within the Home at all times, or b) During the period the park is closed: The water has been turned off at the mains and all equipment fully drained down, or c) During the period the park remains open: The water is turned off at the mains stopcock, all taps left open and plug holes left unobstructed.

7	Theft or attempted theft.	<ul style="list-style-type: none"> - Loss of Money unless involving forcible and violent entry to or exit from the Home. - Loss or damage occurring whilst the Home is Unoccupied or any part is lent or let unless involving forcible and violent entry to or exit from the Home. - Theft or attempted theft by a Family member or tenant. - Loss by deception unless deception is only used to gain entry to the Home.
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 style="list-style-type: none"> - Loss or damage to hedges, gates and fences. - The cost of removal if the fallen tree or branch has not caused damage to the Home. - Loss or damage during tree felling, lopping or topping.
10	Breakage or collapse of radio or television aerials, satellite dishes, lamp posts, masts, telegraph poles, electricity pylons or overhead cables.	<ul style="list-style-type: none"> - Loss or damage to the installation or appliance itself. - Mechanical or electrical break-down, or failure. - Loss or damage to equipment not in, or attached to, the buildings. - Loss or damage caused by or in the process of cleaning, maintenance, repair or dismantling.
11	Subsidence or heave of the site on which the Home stands, or landslip.	<p>The first £500 of any claim.</p> <ul style="list-style-type: none"> - 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. - 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**.

12

- 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

Frost damage to interior fixed domestic water or heating installations.

We will not pay for

Damage caused while the **Home** is **Unoccupied** unless:

- a) An automatically operating central heating system is used to maintain a minimum temperature of 13°C within the **Home** at all times, or
- b) During the period the park is closed: The water has been turned off at the mains and all equipment fully drained down, or
- c) During the period the park remains open: The water is turned off at the mains stopcock, all taps left open and plug holes left unobstructed.

C. Breakage of Glass, Mirrors and Sanitary Ware

We will 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**.

We will not pay for

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

D. Damage to Underground Services

We will pay for

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

We will not pay for

E. Damage to Entertainment Equipment

We will pay for	We will not pay for
<p>Accidental damage to:</p> <ol style="list-style-type: none"> 1. 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. 	<ul style="list-style-type: none"> - 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: <ol style="list-style-type: none"> 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 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 computers, disc players, portable televisions.

F. Household Removal

We will pay for	We will not pay for
<p>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.</p>	<ul style="list-style-type: none"> - 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
<p>The additional costs of:</p> <ul style="list-style-type: none"> 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. <p>Following loss or damage caused by an Insured Event described in paragraphs A1-A12 within Section 1.</p>	<ul style="list-style-type: none"> 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
<p>Up to a maximum limit of £5,000 of 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:</p> <ul style="list-style-type: none"> a) An Insured Event described in paragraphs A1 to A11 within Section 1, except theft or attempted theft. b) Theft <ul style="list-style-type: none"> 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. 	<ul style="list-style-type: none"> - 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
<p>Up to 20% of the Sum Insured on Home and Contents for:</p> <p>1.</p> <ol style="list-style-type: none"> The reasonable costs of Your temporary accommodation. Loss of rent payable to You. Ground rent, council tax or rates which continue to be payable by You. Emergency kennelling for Your domestic pets. <p>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.</p> <p>2.</p> <p>Loss of rent payable to You as a result of damage caused by an Insured Event described in paragraphs A1 to A12 within Section 1 above to property in the vicinity of the Home preventing or hindering the use of the Home or access to it.</p>	

J. Compensation for Death in Your Home

We will pay for	We will not pay for
<p>£10,000 if You or Your spouse, partner or civil partner are fatally injured in the Home as a direct result of:</p> <ol style="list-style-type: none"> Fire or assault. An accident. <p>Provided death occurs within 12 calendar months of the incident.</p>	<p>Accidental death of anyone over the age of 70 years of age.</p>

K. Theft or Loss of Keys

We will pay for	We will not pay for
<p>The reasonable cost of replacing external door locks to the Home if keys are stolen or lost up to £500.</p>	

L. Frozen Food

We will pay for	We will not pay for
<p>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 £100.00.</p>	<ul style="list-style-type: none"> - Spoilage resulting from deliberate disconnection by the supply authority of the individual gas or electricity supply to Your Home. - Spoilage resulting from strike, lockout or industrial dispute. - Property mainly used for business trade, profession or employment service.

M. 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 oil and liquefied petroleum gas following accidental damage to interior fixed domestic heating or water installations situated in or on the Home .	

N. 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.	

O. 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.	<ul style="list-style-type: none"> - Loss or damage caused while the Home is Unoccupied. - Loss caused by the deterioration, corrosion or failure of any tank, container or pipe.

P. Liability To The Public

We will pay for	We will not pay for
<p>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:</p> <ul style="list-style-type: none"> a) Accidental death, bodily injury or disease of any person b) Accidental damage to property arising: <ul style="list-style-type: none"> i) 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. 	<ul style="list-style-type: none"> - Loss or damage to items not contained within the boundaries of the Land. - Loss or damage caused by You or Your Family or any person lawfully in the Home. - Loss or damage caused by theft, malicious persons or vandals when the Home is Unoccupied. - Any plant, shrub or tree grown for business purposes.

Q. Unrecovered Court Awards

We will 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 **British Isles** inc Northern Ireland and must not be the subject of any appeal.

We will not pay for

R. Title Deeds

We will pay for

Up to £2,500 for the cost of preparing new title deeds to the Non-standard Leisure **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.

We will not pay for

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** and **Your Family** other than the letting of the **Home** for reward.
- 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 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 **Mobility Scooters**, powered wheelchairs or wheelchairs unless specified in **Your** Schedule.
- 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 possession of an animal to which any section of 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.

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

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.

We will not pay for

- The amount of any **Excess** shown in **Your** Schedule.
- Loss or Damage listed under General Exclusions.
- Any amount exceeding £1,000 stolen from an unattended motor vehicle at any time.

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 £500 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.

B. Money and Credit/Debit Card.

We will pay for	We will not pay for
<p>Included within Section A:</p> <p>Up to £200 of Your Money if it's accidentally lost or stolen whilst away from Your Home.</p> <p>Loss of or damage to Credit Cards means financial loss from fraudulent use by any unauthorised person of credit, charge or cash cards up to £5,000.</p>	<ul style="list-style-type: none"> - 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
<p>Accidental loss or damage to sailboards, paddleboards, surfboards and windsurfers up to the amount specified in Your Schedule.</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> - 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

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.

We will not pay for

- 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:

1. 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.
2. 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

1. A valuation must be available for specified items with a value in excess of £1500.
 2. 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.
-

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 “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 “no-win no-fee”.

Communication Costs: The reasonable cost of UK phone calls, postage (including special delivery), photocopying or faxes and credit reports where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

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.

Legal Costs & Expenses

1. 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.
2. Reasonable experts’ reports, reasonably and properly incurred by the **Appointed Advisor**.
3. 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.
4. Reasonable accountancy fees reasonably incurred under Insured Event Tax by the **Appointed Advisor** and agreed by **Us** in advance.
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.

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 small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, 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.

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

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.

Where the **Insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **Insured** to HM Courts & Tribunals Service.

The Insurer will not pay for

Any claim 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. fees that are recoverable from an employer or ex-employer by order of the court or where the **Insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
5. a compromise or settlement agreement between the **Insured** and their employer. **We** will be able to help the **Insured** find a suitable solicitor who will assist the **Insured** with this at their own expense.

B. Contract

The Insurer will 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.

The Insurer will not pay for

Any claim relating to:

1. disputes with tenants or where the **Insured** is the landlord or leasor
2. 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 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

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

The **Insurer** will not pay for

- Any claim relating to:
1. a condition, illness or disease which develops gradually over time
 2. 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

A dispute arising from alleged clinical negligence or malpractice.

The **Insurer** will not pay for

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

F. Tax

The **Insurer** will pay for

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

The **Insurer** will not pay for

- Any claim relating to:
1. tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
 2. a business or venture for gain of the **Insured**
 3. 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 Specialist Investigations (SI) Branch of HM Revenue & Customs.

G. Legal Defence

The Insurer will pay for	The Insurer will not pay for
<p>a) Work An alleged act or omission of the Insured that arises from their work as an employee and results in:</p> <ul style="list-style-type: none"> 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. <p>b) Motor A motoring prosecution being brought against the Insured.</p> <p>c) Other A formal investigation or disciplinary hearing being brought against the Insured by a professional or regulatory body.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> 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
<p>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.</p>	<ul style="list-style-type: none"> 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
<p>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.</p>	<p>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.</p>

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** and **Communication Costs** incurred without **Our** consent
2. 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
8. a dispute arising from or relating to clinical negligence except as provided for in Insured Event Clinical Negligence
9. 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
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs & Expenses**, **Communication Costs**, employment tribunal and employment appeal tribunal fees 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.
- 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** enters into a **Conditional Fee Agreement** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement**, where legally permitted.

3. Consent

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.

4. Settlement

- a) The **Insurer** has the right to settle the claim by paying the reasonable value of the **Insured's** claim.
- b) The **Insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **Insured** and an employer or ex-employer under Insured Event Employment.
- c) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **Our** written agreement.
- d) 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**.
- e) 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

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.

8. Data Protection Act

It is agreed by the **Insured** that any information provided to **Us** and/or the **Insurer** regarding the **Insured** will be processed by **Us** and/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and **Our** training purposes, calls may be recorded.

9. Contracts (Rights of Third Parties) Act 1999

A person who is not an **Insured** under this contract has no right to enforce the terms and conditions of this Policy under the Contracts (Rights of Third Parties) Act 1999.

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.

Legal and Tax Advice 0844 581 0400

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 open 24/7 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 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 0844 581 0397

This provides:

- an identity theft advice helpline between 8am and 8pm seven days a week. This gives advice about keeping **Your** identity secure and fraud prevention tips
- help with contacting the three credit reference agencies to review any incorrect information and amend or dispute any incorrect data if personal information is used without **Your** permission to commit fraud or other crimes
- reimbursement of **Communication Costs** **You** will have to pay to reinstate **Your** identity.

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. Costs reasonably and properly charged by the **Contractor**.
2. Alternative accommodation costs incurred under Insured Event H.

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.

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

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:

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

A. Main Heating System

The **Insurer** will pay for

The total failure or complete breakdown of the main heating system in **Your Home**.

B. Plumbing & Drainage

The **Insurer** will pay for

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to the **Home** or its contents.

C. Home Security

The **Insurer** will pay for

Damage or the failure of external doors, windows or locks which compromises the security of the **Home**.

D. Toilet Unit

The **Insurer** will pay for

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in the **Home**.

E. Domestic Power Supply

The **Insurer** will pay for

The failure of the **Home's** domestic electricity or gas supply.

F. Lost Keys

The **Insurer** will pay for

The loss of the only available keys, if **You** cannot replace them to gain access to the **Home**.

G. Vermin Infestation

The **Insurer** will pay for

Vermin causing damage inside the **Home** or a health risk to **You**.

H. Alternative Accommodation Costs

The **Insurer** will pay for

Your overnight accommodation costs including transport to such accommodation following a **Home Emergency** which makes the **Home** unsafe, insecure 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
 4. any matter occurring prior to, or existing at the start of the policy, and which **You** knew or ought reasonably to have known could give rise to a claim under this Policy
 5. 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 central heating boiler which
 - a) is more than 15 years old and/or
 - b) has not been serviced within 12 months prior to a breakdown
 7. Warm air, solar and un-vented 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 in the course of the repair or investigation of the cause of the Insured Event or in gaining access to **Your Home**
 9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
 10. the failure to maintain any system or equipment or the replacement of parts that suffer wear and tear over time
 11. garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
 12. the **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

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 **Emergency Costs** from **You** if this happens.

1. Your Responsibilities

You must:

- a) not do anything that hinders **Us** or the **Contractor**
- b) tell **Us** immediately after first becoming aware of any **Home Emergency**
- c) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- d) cooperate fully with the **Contractor** and **Us**
- e) provide **Us** with everything **We** need to help **Us** handle the claim
- f) 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**
- g) minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim
- h) allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation
- i) be able to prove that the main heating system is no more than fifteen years old and has been serviced every twelve months.

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.

Call Out and Labour Costs

When settling **Contractor's** call out charge and labour costs, unless stated otherwise on the **Contractor's** invoice **We** will determine that the call out charge covers the cost of the **Contractor** attending **Your Home** and disallows any time spent diagnosing the fault which has caused the Insured Event. Any inspection time that is required to trace, access or identify the cause of the Insured Event will be settled on the basis that the time is charged as labour costs.

4. Disputes

If any dispute between **You** and **Us** arises from this Policy, **You** can make a complaint to **Us** as described on as described on p5 of this Policy and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Jurisdiction

This Policy will be governed by English Law.

6. Data Protection Act

You agree that any information provided to **Us** and/or the **Insurer** regarding **You** will be processed by **Us** and/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

7. 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 30 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 0870 010 1094. 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:

- i) 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.
- iv) 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:

- i) Advise AXA in a reasonable timescale and as soon as possible provide full written details and assistance as requested by them.
 - ii) 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.
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(Applicable to Section 3 only)**Legal Expenses**

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

- i) Under no circumstances should **You** instruct your own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement.
- ii) **You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at www.arag.co.uk/newclaims
- iii) **We** will issue **You** with a written acknowledgement within one working day of receiving **Your** claim form.
- iv) 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 the appointment of a qualified representative who will promptly progress the claim for **You**; or
 - b) if the claim is not covered, explaining in full why and whether **We** can assist in another way.
- v) When a lawyer 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:**

- i) 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
- ii) **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
- iii) 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
- iv) 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
- v) **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
- vi) **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:

- ii) 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**.
- iii) 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:

1. **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.

2. **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.
4. **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**.
11. **Confiscation:** Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.

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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, 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.
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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.
- ii) 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 31.

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.

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For more information on this Policy, including all exclusions

Non-Standard Leisure Home Policy Reference: NSLHP-OI-201610

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Call 01367 246130

www.bgi.uk.com

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