

# Compass Holiday Home Insurance

## Insurance Policy Wording

March 2019



## Contents

Contents	2
Introduction	3
Important Information	4
Complaints Procedure	8
What to do in the event of a Claim	9
General Exclusions	10
General Conditions	11
Definitions	12
Section 1 – Loss of or Damage to Structure and Contents	14
Section 2 – Public, Personal and Property Owners Liability	22

## Introduction

This policy is a contract of insurance between you and the **Insurer**.

The contract of insurance between you and the **Insurer** consists of the following elements:

- Your policy booklet(s), including this introduction, Important Information, Definitions, Exclusions and Conditions;
- Information contained in your application form;
- Your schedule (including any clauses shown on it);
- Changes to your policy or important information in notices we give you at renewal.

In return for you paying your premium, we will provide the cover shown on your schedule on the terms and conditions of this policy during the period of insurance.

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

Please read your documents thoroughly to ensure **You** understand the terms, Conditions and Exclusions and that it meets **Your** requirements. If it does not, please advise **Us** without undue delay.

In this **Policy**, certain words or phrases are specifically defined or make reference to the **Schedule** or to clauses elsewhere in the **Policy** and are shown in **Bold** type. Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears unless specifically mentioned otherwise.

This **policy** and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats, please contact **us**

## Important Information

When drawing up this **Policy**, including setting the premium charged, **We** on behalf of the **Insurer** have relied on the information and statements which **You** have provided to **Us**. **You** must take reasonable care when answering any questions **We** ask by ensuring that all information provided is accurate and complete when **You** take out, make changes to and renew your policy. If **You** do not and **We** or the **Insurer** establish that **You** provided **Us** with false or misleading information **We** or the **Insurer** have relied upon in accepting this insurance and setting its terms and premium **We** or the **Insurer** will write to **You** to advise if the **Insurer** intends to amend the terms or premium or, if there are valid reasons to do so, treat this insurance as if it never existed. The **Insurer** may also not pay a claim in full.

Please tell us immediately about changes to information set out in your application form and/or your schedule. **We** will tell you if **We** and the **Insurer** can accept the change and if so, whether it will result in revised terms and/or premium being applied to your policy.

Insurance does not cover **Your** property against everything that can happen so please read the whole document carefully. It is arranged in different sections. It is important that:

- You are clear which sections **You** have requested and want to be included;
- You are clear what each section covers and does not cover;
- You understand **Your** own duties under each section and under the insurance as a whole;
- You should keep this **Policy** in a safe place.

If **You** have any concerns **You** should contact **Us**.

### Law & jurisdiction applicable to the insurance

The parties to this insurance contract are free to choose the law applicable. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and

subject to the exclusive jurisdiction of the courts of England and Wales.

If **You** are a resident of Scotland **You** can in respect of an insurance contract issued in Scotland elect that this insurance shall be governed by the laws of Scotland and subject to the exclusive jurisdiction of the courts of Scotland.

If **You** are a resident of Northern Ireland **You** can in respect of an insurance contract issued in Northern Ireland elect that this insurance shall be governed by the laws of Northern Ireland and subject to the exclusive jurisdiction of the courts of Northern Ireland.

### Your Cancellation Rights

If **You** decide that, for any reason, this **Policy** does not meet **Your** insurance needs then **You** have a statutory right to cancel your policy, within 14 days of either:

- The date **You** receive **Your** insurance documentation; or
- The start of the period of insurance whichever is the later.

On the condition that no claims have been made or are pending, the **Insurer** will then refund **Your** premium in full.

**You** may cancel this **Policy** at any time by contacting **Us** by telephone on 0344 2740277 or emailing [enquiries@binnacle.co.uk](mailto:enquiries@binnacle.co.uk) or writing to Compass, 7 Pullman Court, Great Western Road, Gloucester, GL1 3ND

Providing **You** have not incurred eligible claims during the period the **Insurer** has been on cover they will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**

If a claim payment has been made, a claim submitted or there has been an incident likely to give rise to a claim during the current Period of Insurance, **We** will still be happy to cancel the **Policy** at **Your** request however there will be no refund of premium or of any Administration Fee for the unexpired period of the **Policy**.

### Third Parties Rights

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

### Applicable Data Protection Legislation

**We** undertake to comply with the Act and the EU General Data Protection Regulation in all **Our** dealings with **Your** personal data. **Your** personal information will be kept secure. **We** undertake to ensure **Your** personal data is:

- processed lawfully, fairly and in a transparent manner;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- accurate and, where necessary, kept up to date and every reasonable step will be taken by Us to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed;
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of **Our** day-to-day communications with **You**, we will generally use e-mail and unless **You** advise us to the contrary in writing then **You** accept this is a valid communication enforceable as written communication for legal and regulatory purposes

### Surestone Data Protection Notice

In this Privacy Notice, “we”, “us” and “our” means Surestone Insurance dac.  
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### Who We are

We are SureStone Insurance dac, **Your Insurer** named in Your Schedule. Our head office is in Merrion Hall, Strand Road, Sandymount, Dublin D04 P6C4. We provide insurance services to businesses and individuals. The services are provided indirectly through managing general agents, brokers and intermediaries.

We use the words Personal Data to describe information about You, and from which You are identifiable. For the purpose of the General Data Protection Regulation (the GDPR), we are a data controller.

Please note that any information provided to us will be processed by us, our underwriters and our agents in compliance with the provisions of Data Protection legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing information to third parties.

We respect Your rights in respect of the data we hold on You. We will act without unnecessary delay in dealing with Your data access requests. In respect of the personal data we hold on You, You have the right to access, erasure, rectification, restriction, portability and objection.

### What Personal Information do we collect from you?

You may give us Personal Data by corresponding with us or through our managing general agents, claims handling service providers, other intermediaries, brokers or agents, by phone, e-mail or otherwise. We ask You to disclose only as much information as is necessary to provide our products or services or to submit a question/suggestion/comment in relation to our website.

What information about you do we obtain from others?

We obtain the information You provide through our managing general agents, claims handling service providers, brokers and/or intermediaries.

SureStones Full Privacy Notice

Our full privacy notice explains in more detail the types of information we hold, how it is used, who we share it with and how long it is kept. It also informs You in more detail of the rights You have regarding Your Personal data.

You can get this detail by viewing our notice online at:  
:http://www.surestoneinsurance.ie/index.php/legal/privacy-policy/  
or

if you are unable to access this website, details can be obtained by contacting SureStone's data protection officer by phone +353 (1) 6674800 Or the correspondence address : SureStone Insurance dac, Merrion Hall, Strand Road, Dublin 4 Or by email: dataprotectionofficer@surestoneinsurance.ie

### Contacting us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact us at Surestone Insurance, Merrion Hall, Strand Road, Dublin 4. D04 P6C4. by contacting SureStone's data protection officer by phone +353 (1) 6674800 or by emailing: dataprotectionofficer@surestoneinsurance.ie

You can contact Binnacle Insurance Services Limited by emailing [enquiries@binnacle.co.uk](mailto:enquiries@binnacle.co.uk) or writing to 7 Pullman Court, Great Western Road, Gloucester, GL1 3ND.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office in the UK or the Data Protection Commission in Ireland at any time.

### Fraud Prevention and Detection

In order to prevent and detect fraud we may:

- Share information about you with other organisations and public bodies including the Police
- Undertake additional fraud searches including credit checks

- Check and/or file your details with fraud prevention databases and agencies
- Record if you give us false information and we suspect fraud to prevent fraud and money laundering.

The **Insurer** can supply on request, further details of the databases they access or contribute to. If **You** require further details, please contact them.

**The Insurer** and other organisations may also search these agencies and databases to:

- Help make decisions about the provisions and administration of insurance, credit and related services for **You** and members of **Your** household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies
- Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity

### Claims History

- Under the conditions of **Your** Policy you must tell **Us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **You** tell **Us** about an incident your **Insurer** will pass information relating to it to a database.
- The **Insurer** may search these databases when you apply for insurance, in the event of any incident or claims, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim.

**You** should show these notices to anyone who has an interest in the insurance under this policy.

### How much to insure for

It is up to **You** to make sure that the amounts **You** insure for represent the full value of the property concerned. Remember, if **You** underinsure, claim payments may be reduced. **You** can change **Your** sums insured at any time, **You** don't have to wait for renewal.

## **Wear and Tear**

Insurance policies are not maintenance policies so do not cover deterioration due to **Wear and Tear**.

## **Renewing your insurance**

We will contact you in writing at least 14 days before your renewal date and will either:

- (a) Give you an opportunity to renew your insurance for a further year; or
- (b) Let you know that we are unable to renew your insurance.

If we don't offer renewal, we will tell you why, for example:

- The product is no longer available;
- We reasonably suspect fraud
- Your claims history is poor
- We have changed out eligibility criteria
- You no longer meet our eligibility criteria
- You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we offer renewal we will tell you:

- About any changes we're making to your policy terms and conditions
- To check this insurance continues to meet your needs
- To check that the information we have is still correct; and
- Next year's price.

If you wish to make any changes at renewal, please call 0344 274 0277

## **Ensuring you have continuous cover**

If you are thinking of cancelling or not renewing with us, make sure you can get the alternative cover you need before your policy ends.

## **Administration fees**

Any fees associated with the administration of **Your** policy will be outlined in **Your** schedule of insurance.

## **Regulatory status**

Compass is a trading style of Binnacle Insurance Services Limited. Binnacle Insurance Services

Limited are authorised and regulated by the Financial Conduct Authority, FRN 820727.

Surestone Insurance is authorised and regulated by the Central Bank of Ireland (Reference No C33637) and registered in Ireland Company No. 340407

## **Use of language**

All communications relating to this contract will be in English

## **Telephone Call Charges and Recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

## Complaints Procedure

It is always **Our** intention to provide a first-class standard of service, however if **You** have any cause for concern or wish to make a complaint, **You** should contact:

Compass  
7 Pullman Court  
Great Western Road  
Gloucester  
GL1 3ND

Telephone: 0344 274 0277  
Email: [complaints@binnacle.co.uk](mailto:complaints@binnacle.co.uk)

If **You** remain dissatisfied after Compass has considered **Your** complaint or **You** have not received a final decision by the time Compass and the **Insurer** have taken eight (8) weeks overall to consider **Your** complaint, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone Number: (0800) 0234 567 (free for people phoning from a “fixed line”, for example, a landline at home)

Telephone Number: (0300) 1239 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not.

This complaint procedure does not affect **Your** right to take legal action.

### Financial Services Compensation Scheme

**Your Insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **You** under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**.

Further information about the Scheme is available on the website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Accessibility

This document and any other documentation can be made available in other formats on request.



## What to do in the event of a Claim

In the event of an accident, loss or **Damage** to **Your Structure(s)** or **Contents** that might give rise to a claim, these are the steps **You** should take.

In the first instance **Your** park may be able to be of assistance. The park could provide details of the specialist repairers in **Your** area for quotes (this is especially the case where emergency repairs are required to make **Your Structure(s)** secure or safe) and they may also be able to provide **You** with a claim form.

Note: Any contractors supplied by **Your** park to carry out repairs will not be **Insurer** approved and any work completed by them will not come with an **Insurer** guarantee.

### To make Your claim - How to contact Compass

If **Your Structure(s)** and or **Contents** are lost, destroyed or damaged **You** must as soon as practically possible advise **Us** at:

Compass  
7 Pullman Court  
Great Western Road  
Gloucester  
GL1 3ND

Telephone: 0344 274 0277  
Email: [claims@binnacle.co.uk](mailto:claims@binnacle.co.uk)

**We** will provide **You** with a claim form and advise what further action should be taken. At **Your** own expense **You** must send to **Us** a claim in writing with detailed particulars and proofs as may be required. If the **Insurer** elects or become bound to reinstate any **Structure(s)**, **You** shall provide to **Us** any plans, specifications and quantities as the **Insurer** may require to deal with the claim.

1. **You** shall, on receiving notice of any accident or claim holding **You** negligent as soon as practically possible advise **Us** at the address shown above, and supply full particulars in writing and send to **Us** any writ, summons or other legal process issued or commenced against **You** and shall give all

necessary practical information and assistance to enable the **Insurer** to settle or resist any claim or to institute proceedings and shall not negotiate, pay, settle, admit or repudiate any claim without their written consent.

Failure to comply with any of the above could seriously prejudice **Your** position and may result in the **Insurer** refusing to consider the claim.

2. The **Insurer** has the right:

- In the event of any loss of or **Damage** to the insured property to enter any **Structure(s)** where the loss or **Damage** has happened and to take and keep possession of the insured property and (at their discretion) deal with the salvage. **Your** property remains **Yours** at all times and neither **We** nor the **Insurer** will take ownership of, accept liability for, sell or dispose of any of **Your** property unless agreed with **You** in writing.
- To undertake in **Your** name and on the behalf of **You** the absolute conduct, control and settlement of any proceedings and to take proceedings at their own expense and for their own benefit but in **Your** name to recover compensation or secure payment from any third party in respect of anything covered by the **Policy**.
- To pay **You** the maximum sum payable under any cover (but deducting in such case any sum or sums already paid) or any lesser sum for which a claim or claims can be settled and the **Insurer** shall then be under no further liability except for the payment of costs and expenses (whether recovered from **You** by any claimant or incurred with the written consent of the **Insurer**) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which the **Insurer** may be responsible under the **Policy**.

## General Exclusions

**You** are not covered for loss or destruction of or **Damage** to any property or any legal liability directly or indirectly caused by or contributed to, or arising from:

### Radioactive contamination

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel.

The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components.

### War risks

War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

### Sonic bangs

Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

### Pollution

Pollution or contamination of the air, water or soil.

### Terrorism

An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This **Policy** also excludes loss, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**.

### Confiscation

Confiscation or nationalisation or requisition by or under the order of any government or public or local authority.

### Asbestos

The removal or, disposal of asbestos or materials containing asbestos.

### Loss of value

Any reduction in value of the property insured following repair or replacement paid for under this insurance.

### Existing and deliberate Damage

- An event before this insurance starts or occurring before this insurance starts;
- Deliberately by **You** or any member of **Your Family**.

### Undamaged Items

The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or **Damage** occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

## General Conditions

### Precautions and care

**You** must take precautions and care to prevent accidents, safeguard **Your** property against loss or **Damage** and maintain it in a sound condition. **You** must act at all times as if **You** are uninsured and attempt to keep all costs/expenses in respect of any claim to a minimum. **You** must comply with all statutory obligations and regulations.

### Contribution

If at the time of any loss, **Damage** or liability covered under this **Policy**, **You** have any other insurance which covers the same loss, **Damage** or liability, the **Insurer** will only pay a rateable share of the claim.

### Fraudulent claims

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the **Insurer**:

- a) will not be liable to pay the claim; and
- b) may recover from **You** any sums paid by the **Insurer** to **You** in respect of the claim; and
- c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercise their right under (c) above:

- i. the **Insurer** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- ii. the **Insurer** need not return any of the premium paid.

### Application of Excess

For the purpose of the application of any **Excess** arising in the event of any claim each **Structure(s)** shall be considered as a separate risk whether or not they are in common ownership.

### Law

This **Policy** will be interpreted in accordance with the law of England and Wales.

### Cancellation

The **Insurer** may cancel the **Policy** at any time by giving **You** 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** known address. Valid reasons may include:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **Policy** terms and conditions.

Provided the premium has been paid in full **You** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the **Schedule**.

## Definitions

Wherever the following words appear in bold and with a Capital in this document they will have the following meanings:

### Schedule

The **Schedule** is evidence of **Your** contract of insurance with the **Insurer**.

It shows details of **You**, the **Policy** number, the **Insurer**, the location of the **Structure(s)** and the property insured, the Period of Insurance, the basis of cover, the standard **Excess**, the **Endorsements** which apply and the premium. The **Schedule** is part of the **Policy** and We will issue a new **Schedule** when the **Policy** is altered.

### Policy

The **Policy** is **Your** contract of insurance with the **Insurer**.

### Act of Terrorism

An act, including the use of force or violence and or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and or to put the public, or any section of the public, in fear.

### Bicycle

Any cycle, including tricycle and tandem, trailer cycle or push scooter, powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act.

### Contents

Household goods, personal possessions and clothing inside the **Structure(s)** which belong to **You**, or **Your Family**, or for which **You** are responsible.

**Contents** do not include **Valuables**, mobile telephones, cameras and other photographic equipment, binoculars, spectacles, contact or corneal lenses, hearing aids, motor vehicles, motor cycles, caravans, trailers, watercraft and/or outboard engines, or any accessories to

these items, watersports clothing and equipment, fishing tackle, golfing equipment, Bicycle, pets and livestock, landlords' fixtures and fittings, **Money** and documents of any kind.

Damage - Section 1 – Loss of or Damage to Structure and Contents

### Damage

The physical loss of or damage to the property insured by standard cover or **Extensions**.

Damage - Section 2 - Public, Personal and Property Owners Liability

### Damage

The accidental loss of or damage to property which does not belong to **You**.

### Endorsement

A variation in the terms (or change of details) of **Your Policy** that can extend or restrict cover.

### Excess

The amount **you** will have to pay towards each separate claim.

### Family

**You**, **Your** spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner, dependent children and other relatives who permanently live with **You**.

### Heave

Upward movement of the ground beneath the **Structure(s)** as a result of the soil expanding.

### Insurer

Surestone Insurance

SureStone Insurance dac trading as SureStone Insurance is authorised and regulated by the Central Bank of Ireland (Reference No C33637) and registered in Ireland Company No. 340407

## Land

The area owned by **You** on which **Your Structure(s)** are located

## Landslip

Downward movement of sloping ground.

## Money

Cash, bank or currency notes, cheques, postal and **Money** orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, travel tickets, premium bonds and gift tokens.

## Settlement

Downward movement as a result of the ground being compressed by the weight of the **Structure(s)**.

## Structure(s)

Caravans/Holiday Homes/Chalets/ Leisure Lodges (including standard fixtures, fittings and equipment supplied by the manufacturer/builder when new), underground service pipes and cables prior to joining the main or shared service point, ancillary domestic outbuildings, fixed storage chests, steps, balconies, patios, decking, verandas, hot tubs, external gas bottles, solar panels, wind turbines, flotation devices, skirting to Caravans/Holiday Homes/Chalets/ Leisure Lodges and associated fences hedges and gates, identified on **Your Schedule** which belong to **You** or for which **You** are responsible.

## Subsidence

Downward movement of the ground beneath the **Structure(s)** where the movement is unconnected with the weight of the **Structure(s)**.

## Unoccupied

When the **Structure(s)** is/are left unattended by **You**, or a responsible member of **Your Family** or a responsible adult for a period in **Excess** of 72 hours.

## United Kingdom

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

## Valuables

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps or coins or medals all belonging to **You** or any member of **Your Family**. The maximum amount of **Valuables** covered is up to 25% of **Your Contents** sum insured.

## We, Our, Us

Compass acting on behalf of the **Insurer**.

## Wear and Tear

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include failure of double-glazing units, fencing, carpets and flooring and clothing.

## You, Your, the Insured

The owners of **Structure(s)** and/or **Contents** specified in declarations by the person taking out the **Policy** during the period of insurance for their respective rights and interests.

## Section 1 – Loss of or Damage to Structure and Contents

The **Insurer** will pay for direct physical loss of or **Damage** to **Your Structure(s)** or **Contents** occurring during the period of insurance caused by the following if stated covered in the **Schedule**:

### A. The Cover

What is covered	What is not covered
1. Fire and smoke	The amount of any <b>Excess</b> shown in <b>Your Schedule</b> unless otherwise stated in the <b>Policy</b>
2. Explosion	Loss or <b>Damage</b> from <b>Wear and Tear</b> or anything that happens gradually
3. Lightning and thunderbolt	
4. Earthquake	
5a. Riot, civil commotion, strike, labour disturbances, or locked out workers	Loss or <b>Damage</b> caused by deliberate acts by <b>You, Your Family</b> or any person lawfully in <b>Your Structure(s)</b> other than a hirer, subject to: <ul style="list-style-type: none"> <li>- A £500 <b>Excess</b> for each and every loss</li> </ul> The booking having been made via the park on which <b>Your Structure(s)</b> are located (who will provide the <b>Insurer</b> with the name and address of the hirer or tenant responsible for the loss or <b>Damage</b> ) OR the booking having been made in accordance with the rules, terms and conditions of the park on which <b>Your Structure(s)</b> are located
5b. Malicious acts and vandalism	
6. Aircraft and other aerial devices or anything dropped or falling from them	
7a. Storm or tempest including hail or weight of snow	Loss or <b>Damage</b> to fences and gates unless <b>Your Structure(s)</b> are damaged at the same time. Loss or <b>Damage</b> arising from seepage of water into any <b>Structure(s)</b> through seams or seals from anything that happens gradually
7b. Flood	Loss or <b>Damage</b> to fences and gates unless <b>Your Structure(s)</b> are damaged at the same time
8. Theft or attempted theft	Loss or <b>Damage</b> by any person lawfully in <b>Your Structure(s)</b>

	<p>Loss or <b>Damage</b> while the <b>Structure(s)</b> or any part is lent, let or used for trade/ business purposes, unless a person has used violent force to enter or leave the <b>Structure(s)</b></p>
<p>9a. Escape of water, liquified petroleum gas or oil from any fixed water or domestic heating installation</p>	<p>Loss or <b>Damage</b> caused by corrosion or <b>Wear and Tear</b></p>
	<p>Loss or <b>Damage</b> to the damaged part of the installation itself</p> <p>Loss or <b>Damage</b> if <b>Your Structure(s)</b> are left <b>Unoccupied</b> during the period from 1st October to 14th March annually unless:</p> <ul style="list-style-type: none"> <li>- the water has been turned off at the mains and all equipment fully drained down, other than in respect of a proprietary sealed central heating system containing anti-freeze which is maintained to the manufacturer's specification, or</li> <li>- for any time the park remains open prior to the <b>Structure(s)</b> being fully drained down, water has been turned off at the mains stopcock, all taps are left open, sinks and plug holes are left unobstructed, or a full central heating system has been set to operate daily and overnight to avoid frost</li> </ul>
<p>9b. Water freezing in any domestic water or heating installation</p>	<p>Loss or <b>Damage</b> caused by corrosion or <b>Wear and Tear</b></p>
	<p>Loss or <b>Damage</b> to the damaged part of the installation itself</p> <p>The first £250 of each and every claim if <b>Your Structure(s)</b> is/are left <b>Unoccupied</b> during the period from 1st October to 14th March annually unless a park-approved service for drain down and re-commissioning has been used in which case no <b>Excess</b> will apply</p>
<p>10. Collision by any vehicle or animal</p>	
<p>11. Breakage or collapse of television or radio satellite receiving dishes, their fittings or masts</p>	
<p>12. Falling trees, telegraph poles, flag poles, or lamp posts or any parts of them</p>	<p>The cost of removing them other than from the immediate vicinity of damaged <b>Structure(s)</b> and disposing of them</p>

	<p>Loss or <b>Damage</b> to fences and gates, unless <b>Your Structure(s)</b> are damaged at the same time</p>
<p>13. Accidental breakage or fracture of fixed glass in windows, doors, fanlights, skylights or ceramic hobs or sanitary fittings extending through the entire thickness of the glass or ceramic hob, or the item of sanitary ware in <b>Your Structure(s)</b></p>	
<p>14. <b>Subsidence, Heave or Landslip</b> of the site on which <b>Your Structure(s)</b> stand and for which <b>You</b> are legally responsible.</p>	<p>In respect of <b>Your Structure(s)</b> the first £1,000 of each and every loss</p> <ul style="list-style-type: none"> <li>- Loss or <b>Damage</b> caused by: <ul style="list-style-type: none"> <li>o the bedding down of new <b>Structure(s)</b> or the <b>Settlement</b> of newly made-up ground within 12 months of completion of building work;</li> <li>o defective design;</li> <li>o inadequate foundations and or foundations which did not meet building regulations current at the time of construction; or</li> <li>o coastal or riverbank erosion</li> </ul> </li> <li>- Loss or <b>Damage</b> occurring while <b>Your Structure(s)</b> is undergoing demolition, structural alteration or structural repair</li> </ul>
<p>15. Accidental <b>Damage</b></p>	<p>Loss or <b>Damage</b> caused by:</p> <ul style="list-style-type: none"> <li>- Any event already covered by any other part of this <b>Policy</b></li> <li>- any kind of fungi, rot, woodworm, moth, damp or frost; or</li> <li>- faulty manufacture, faulty workmanship or use or defective materials; or</li> <li>- deterioration of any process of cleaning, dyeing, restoration; or</li> <li>- corrosion, <b>Wear and Tear</b>, <b>Settlement</b>, shrinkage or anything that happens gradually</li> <li>- The costs of routine maintenance or normal costs of decoration</li> </ul> <p>Loss or <b>Damage</b> to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure</p>



## B. The Benefits

### What is covered

#### 1. Additional Expenses

After a loss which is insured under the **Policy** the **Insurer** will pay the following expenses or losses which **You** have incurred with the **Insurer's** permission:

- Surveyors' legal and other fees to rebuild or repair **Your Structure(s)**
- The costs of removing debris, dismantling, demolishing, shoring up, propping up or supporting parts of **Your Structure(s)** which have been damaged
- The additional costs of rebuilding or repairing the damaged parts of **Your Structure(s)** to meet any Government or Local Authority requirements
- Costs incurred in the delivery and or re-siting of any insured **Structure(s)** at the insured premises

#### 2. Rent and alternative holiday accommodation

If **Your Structure(s)** are rendered uninhabitable because of any loss or **Damage** which is insured under the **Policy**, the **Insurer** will pay **You** the following expenses or losses:

- The cost of alternative holiday accommodation; or
- Rent **You** would have received or rent/pitch fees or rates **You** would have paid for the period the **Structure(s)** could not be occupied

#### 3. Selling **Your Structures**

When **You** have exchanged contracts to sell **Your Structure(s)** the **Insurer** will give the buyer the benefit of this insurance until the sale is completed

#### 4. Compensation for Death

The **Insurer** will pay £10,000 if **You, Your spouse** or common law partner die within 12

### What is not covered

The amount of any **Excess** shown in **Your Schedule** unless otherwise stated in the **Policy**

More than 20% of the total sum insured on **Your Structure(s)** and **Contents** for any one claim

Any costs incurred without the **Insurer's** prior agreement

Any claim for loss or **Damage** to the **Structure(s)** if the buyer is insured under any other insurance

months of injury caused by fire, or an assault by thieves in **Your Structure(s)**

#### 5. Freezer **Contents**

The **Insurer** will pay **You** up to £350 for the costs of replacing food in **Your** domestic deep freezer if it is spoilt due to:

- The freezer unit accidentally breaking down
- The refrigerant escaping from the unit
- The electricity or gas supply accidentally failing

#### 6. Loss of Keys

The **Insurer** will pay **You** up to £500 for replacing locks, including keys, of the same quality to:

- Any external doors and windows; and
- Intruder alarms and safes installed in
- **Your Structure(s)**

If **Your** keys are

- Stolen; or
- Accidentally lost

#### 7. Metered water, liquified petroleum gas or oil used for heating

The **Insurer** will pay **You** up to £500 in any one period of insurance for loss of metered water, liquified petroleum gas or oil if the loss is caused by insured **Damage** to **Your** fixed domestic water or heating installation.

#### 8. Computer and gaming equipment

The **Insurer** will pay up to 40% of the **Contents** sum insured in respect of theft of computers including laptops, tablets/ iPads, music players, gaming consoles, hand held gaming consoles, readers including any ancillary equipment and any other electronic device normally carried about the person and not otherwise excluded by this **Policy**

#### 9. Emergency Access

The **Insurer** will pay up to £500 as a result of loss or **Damage** to **Your Structure(s)** and **Contents** following necessary access to deal with a medical emergency or to prevent **Damage** to **Your Structure(s)**

#### 10. Religious Ceremonies

Any claim for loss or **Damage**:

- If caused by the deliberate act of the supply authority
- If **Your** freezer is over 10 years old at the date of claim
- Occurring when the park is closed

Theft from:

The **Insurer** will pay **You** up to £2,500 for the cost of replacing religious ceremony gifts caused by any event covered by this Section for 30 days before and 30 days after the ceremony of **You** or a member of **Your Family**. Cover also extends to include whilst in transit to and from **Your Structure(s)** and the ceremony

- Unattended vehicles unless involving forcible and violent entry
- A marquee or similar temporary or semi-temporary building

#### 11. Property in the open

The **Insurer** will pay **You** up to 20% of **Your Contents** sum insured up to a maximum of £2,500 for the cost of replacing **Your** property stolen from outside **Your Structure(s)** but within the boundaries of **Your land**

#### 12. Money

The **Insurer** will pay **You** up to £250 for loss of **Money** from **Your Structure(s)**

Theft unless involving forcible and violent entry or exit

#### 13. Bicycle

The **Insurer** will pay **You** up to £250 for the cost of repairing or replacing **Your Bicycle** following:

- Theft or attempted theft
- Accidental Damage

whilst at **Your Structure(s)** or used in the immediate vicinity

For loss or **Damage** to tyres, lamps or accessories unless the **Bicycle** is/are stolen or damaged at the same time

- for **Damage** from mechanical or electrical faults or breakdown
- for loss or **Damage** while the **Bicycle** is used for racing or pacemaking or is let out on hire or is used other than for private purposes
- to replace a stolen **Bicycle** unless it was locked to an immovable object or kept in a locked building

#### 14. Locating a leak

The **Insurer** will pay **You** the costs **You** have to pay during the period of insurance to find and access the source of any escape of:

- Domestic fuel leaking within **Your Structure(s)**, or water leaking from **Your** permanent internal plumbing or heating system, fixed water tanks, apparatus, pipes or any fixed domestic heating installation
- Water leaking from the outside underground service pipes for which **You** are legally responsible at the address shown in the **Schedule**

More than £1,000 any one claim

#### 15. Trees Shrubs & Landscaping

The **Insurer** will pay **You** up to £500 for the cost of re-landscaping **Your** garden following **Damage** by any of the events insured under

More than £250 any one item

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Items 1 to 6, 8 or 10 to 12 only of Section 1 including **Damage** to trees or shrubs

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16. **Contents** in outbuildings

The **Insurer** will pay **You** up to £500 for **Your Contents** in outbuildings

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For loss or **Damage** by theft unless involving forcible and violent entry or exit

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## Section Conditions

### 1. Settling Claims

The **Schedule** will show **You** on what basis the **Insurer** will settle any claims.

#### New For Old Cover

In the event of direct physical loss or **Damage** to any **Structure(s)** or **Contents** the **Insurer** will pay either the full cost of repair or the equivalent replacement without any deduction for **Wear and Tear** provided that:

- An actual repair or replacement takes place prior to payment of the claim.
- The **Structure(s)** or **Contents** damaged were not up for sale at the time of the loss.
- The cost to replace in full or repair the **Structure(s)** or **Contents** is no more than the amount **You** are insured for and the Additional Expenses described in Section B1 does not exceed £10,000.
- The **Structure(s)** or **Contents** claimed for are maintained in good repair before any loss or **Damage**.
- For **Contents** claims the replacement property is substantially the same but not better than the original property when new **You** may upgrade by paying any difference in cost.

If any of these conditions are not met (and for all claims in relation to household linen or clothing) then cover, and the basis for settlement, reverts to market value cover.

#### Market Value Cover

In the event of direct physical loss or **Damage** to any **Structure(s)** or **Contents** the **Insurer** will pay either the cost of repair or replacement taking into account **Wear and Tear**. This is the amount **You** are likely to receive if the property was sold on the open market in its condition immediately before the **Damage** occurred.

Should the replacement cost of **Your** property insured be of a total value in **Excess** of **Your** sum insured on this basis when any loss, destruction or **Damage** occurs then **You** shall be considered to be **Your** own **Insurer** for the difference and bear a proportional share of the claims costs accordingly.

**You** must advise the **Insurer** prior to any payment being made if the **Structure(s)** is/are subject to a hire purchase agreement in which case the **Insurer** may choose to pay the claim amount to the hire purchase company.

Alternatively if **You** require a cash settlement following loss of or **Damage** to any **Structure(s)** and it is beyond economical repair, the **Insurer** will pay the value of the **Structure(s)** at the time of loss. Should **You** choose this the **Insurer** will be entitled to retain any salvage.

Alternatively if **You** require a cash settlement following loss of or **Damage** to any **Structure(s)** and it is beyond economical repair, but retain the damaged **Structure(s)** the **Insurer** will only pay **You** the estimated repair costs less the value of the **Structure(s)** immediately following the loss.

Provided that the **Insurer's** total liability during the period of insurance shall not exceed the sum insured.

### 2. Automatic reinstatement of the sum insured

The sum insured by this section shall not be reduced by the amount of any claim providing **You** agree to carry out recommendations put forward by the **Insurer** to prevent further loss and or **Damage** and **You** shall pay any proportionate additional premium required up to the expiry date.

## Section 2 – Public, Personal and Property Owners Liability

Subject to **You** being insured under Section 1 - Loss of or **Damage to Structure(s)** and **Contents** of this **Policy** the following cover is provided:

### A. The Cover

#### What is covered

The **Insurer** will pay all amounts which **You** (or after **Your** death **Your** legal representatives) or **Your Family** become legally liable to pay due to:

- accidental death of or bodily injury to any person other than a member of **Your Family**; or
- accidental loss of or **Damage** to property which does not belong to or is not in the charge or control of **You** or **Your Family**; or
- **You** owning the **Structure(s)**, and the land upon which the **Structure(s)** stand; or
- **You** previously owning and occupying any **Structure(s)** under Section 3 of the Defective Premises Act 1972 happening during the period of insurance in the **United Kingdom** (except for accidents for which **You** or **Your Family** are deemed to be Personally Liable which are limited to the **Land** on which the **Structure(s)** insured on the park are located) brought against **You** or **Your Family**.

The **Insurer** will not pay more than £5,000,000 for any one accident or series of accidents comprising one event in addition to:

- costs and expenses recoverable from **You** by any claimant, providing these costs and expenses were incurred before the date on which **We** paid or offered to pay either the full amount of the claim, or the total amount recoverable in respect of such claim; and
- costs and expenses incurred by **You** with the **Insurer's** consent

#### What is not covered

**You** are not covered for legal liability arising from:

- Any trade or business activity involving **You** or any member of **Your Family**, other than the hiring or letting of the **Structure(s)** for reward
- **You** owning or using any:
  - o mechanically or electrically propelled vehicles (other than domestic garden equipment);
  - o animal other than domestic cats or dogs;
  - o aircraft;
  - o watercraft (other than model or hand propelled watercraft);
  - o firearms or ammunition or
  - o lifts (other than domestic stair lifts)
- **You** owning or possessing a proscribed animal under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991, the Dangerous Dogs (Amendment) 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation
- A contract unless **You** would have been legally liable anyway
- Any action brought against **You** other than in a court of **United Kingdom** jurisdiction
- Liability for payment of any fines
- Any third-party claims where these claims fall under the cover provided by **You** or any other household insurance.

## B. Section Extensions

### What is covered

#### Unrecovered damages

The **Insurer** will pay **You** all sums which **You** have been awarded in Courts of **United Kingdom** jurisdiction and which have not been paid to **You** within 3 months of the date of the award:

- if the cover provided would have insured **You** if the award had been made against **You** rather than in **Your** favour; and
- **You** do not have an appeal pending

### What is not covered

The **Insurer** will not pay more than the limit of indemnity under the cover provided by this Section

## C. Liability section - claims conditions

No admission, offer, promise, payment or indemnity shall be made or given by **You** or on **Your** behalf without the **Insurer's** written consent. The **Insurer** may if they so wish take over and conduct in **Your** name the defence or settlement of any claim, or prosecute in **Your** name for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings, or in the settlement of any claim and **You** shall give all such information and assistance as the **Insurer** may require