



**Economy Cover
Policy Booklet
for
Holiday Park Homes**

**Including Static
Caravans, Park
Homes and Lodges**

Your Policy

Thank **You** for choosing this Touring Caravan Insurance which is arranged and administered by MyInsurance with Pen Underwriting on behalf of: China Taiping Insurance (UK) Company Ltd, Registered in England No.1766035. Registered Office: 2 Finch Lane, London EC3V 3NA.

MyInsurance is a trading name of e-Insurance Trading Ltd, authorised and regulated by the Financial Conduct Authority (FCA number 491149). Registered Office: 40, Queen Anne Street, London, England, W1G 9EL. Registered in England and Wales No: 06673852.

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493). Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 5172311. www.penunderwriting.co.uk

China Taiping Insurance (UK) Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/firms/systems-reporting/register or by calling the FCA on 0800 111 6768.

Please take time to read the contents of this policy including how to make a claim.

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Introduction

This Policy is in Sections. Only those Sections shown as applicable in the Schedule are insured.

This Policy, including this introduction, common Policy Definitions, Exclusions and Conditions, and the Schedule, is a single document and is to be read as one contract. Any Statement of Fact must be understood as being incorporated into the Policy.

Please read the Schedule and Policy carefully and make sure that they meet your needs and that you understand their terms, Conditions and Exclusions. If in any doubt, or you wish to raise a query then please contact **The Coverholder**, e-Insurance Trading Ltd (t/a MyInsurance) on 01428 600001, by email to info@e-insurancetrading.co.uk or by post: Stronsay House, Tilford Road, Hindhead, GU26 6UG.

In this Policy, certain words or phrases are specially defined or make reference to the Schedule or to clauses elsewhere in the Policy. Such words or phrases are shown in bold type. If a word or phrase is defined more than once, the definition in the Section in which it appears takes precedence.

IN WITNESS WHEREOF this Policy has been signed by:

A handwritten signature in black ink, appearing to read "Paul Scarb", with a horizontal line extending to the right.

Signature and Issuers title

Important information about Your insurance

Schedule

The Schedule is evidence of **your** contract of insurance with the **Underwriters**. It shows **Your** details, the Policy number, the **Underwriters**, the location of the **Holiday Park Home** and any other property insured, the Period of Insurance, the **Excess**, and the premium. The Schedule is part of the Policy and **we** will issue a new Schedule when the Policy is altered or renewed.

Policy

The Policy is the contract of insurance between **You** and **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.

Cooling Off Period (Consumers)

If **You** use **Your Holiday Park Home** solely for social, domestic or pleasure purposes and not for hiring, letting or reward **You** are entitled to cancel this insurance by writing to **The Coverholder** within fourteen (14) days of either the later of:-

- (i) the date **You** receive **Your** insurance documentation; or
- (ii) the start of the period of

insurance.

If **You** exercise **Your** right to cancel during this initial period of cover, **You** will be entitled to a refund of the premium paid, as long as the **Coverholder** has received **Your** written instructions and provided that **You** have not made a claim. Any premium refund will be subject to a deduction for any time **You** have been covered and for any costs incurred by the **Coverholder** in issuing the policy.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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.

Helpful Hints to Protect your Holiday Park Home

(These are guidance notes only and do not form part of the Policy)

There are plenty of practical ways to reduce the likelihood of loss or damage.

Drain Down

It is extremely important that the water system is fully drained down during the winter period and whilst unoccupied. Most **Holiday Park Homes** require the system to be drained down in the colder months to prevent frost damage.

It is very unlikely that you will have the specialist equipment needed to drain down the water system and blow the pipes through with compressed air. We would therefore recommend that you speak with your park owner/manager for advice as most parks offer a professional drain down service. We recommend lagging external pipes and a Gas Safe registered engineer should check and service water heaters and central heating systems annually.

Theft

It is worth considering the following precautions:-

- (i) Fitting an alarm system
- (ii) Out of season or if unoccupied for a long period, take electrical goods and portable personal possessions home with **You**
- (iii) Out of season hide anything left in the **Holiday Park Home** and leave curtains and cupboards open so it is obvious there are no valuable items left in **Your Holiday Park Home**

Water Ingress

Sensible precautions should be taken as follows:-

- (i) Inspect the seams where panels join and talk with **Your** park owner/manager if any problems are encountered which could cause **You** water ingress
- (ii) If **You** have roof gutters, then these need to be kept clear of obstructions
- (iii) Keep the exterior panelling clean and check the general condition

Fire

We recommend that **You** fit a smoke detector (and check on a regular basis). Fire blankets and extinguishers should be kept in the **Holiday Park Home**. Make **Yourself** aware of the position of fire hoses and extinguishers on the park.

Policy Definitions

We have set out below definitions of certain words or phrases that are repeated throughout the Policy and Schedule.

Breakage means:

Accidental breakage or fracture extending through the entire thickness of the glass or ceramic hob, or the item of sanitary ware.

Holiday Park Home means:

The pre-manufactured static caravan, park home or lodge including:

- standard fixtures, fittings and equipment supplied by the manufacturer when new
- underground service pipes and cables prior to joining the main or shared service point
- radio, television and satellite receiving aerials and masts
- fixed storage chests, external gas bottles, floatation units, steps, balconies, verandahs, patios and skirting to the **Holiday Park Home**
- associated fences and gates

which belong to **You** or for which **You** are responsible whilst sited at the address stated in the Schedule.

Contents means:

Household goods and personal property inside the **Holiday Park Home** or locked within storage units adjacent thereto which belong to **You**, or **Your Family**, or for which **You** are responsible.

Contents do not include:

- **Money** and **Valuables**
- permanent fixtures and fittings
- motor vehicles, motor cycles, caravans, trailers, watercraft and their accessories
- pets and livestock
- securities, policies and documents of any kind
- property held for any professional or business purposes
- property more specifically insured by this or any other policy

Coverholder means:

e-Insurance Trading Ltd (t/a MyInsurance), Stronsay House, Tilford Road, Hindhead, GU26 6UG.

Electrical and Electronic Equipment means:

Audio, video or photographic equipment, binoculars, telescopes, computers, tablets or other electronic equipment or devices.

Family means:

You, **your** spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner (cohabiting at the same address for a continuous period of at least 6 months), dependent children and other relatives who permanently live with **You**.

Money means:

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, stamps and gift tokens.

Personal Effects and Clothing means:

Personal property which is normally worn or carried about the person.

Personal Effects and Clothing do not include:

- **Money** and credit cards
- spectacles, contact or corneal lenses

Sports and Leisure Equipment means:

Canoes, surfboards, fishing tackle, bicycles and other sports clothing and equipment.

Standard excess means:

The first part of each and every claim for which **You** are responsible as shown in the Schedule.

Unoccupied means:

When the **Holiday Park Home** is 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 means:

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

Valuables means:

Articles of gold, silver or other precious metal, furs, jewellery, clocks and watches, works of art, medal and stamp collections and mobile telephones.

We, Our, Us, Underwriters means:

Pen Underwriting on behalf of China Taiping Insurance (UK) Company Ltd.

You, Your, Insured means:

The policyholder named in the Schedule during the Period of Insurance for their respective rights and interests.

Section 1 - Loss of or Damage to Holiday Park Home and Contents

A. Standard Cover

What is Covered	What is Not Covered
<p>We will pay for direct physical loss of or damage to Your Holiday Park Home or Contents occurring during the Period of Insurance caused by the following:</p>	<p>The standard excess shown in the Schedule other than when a more specific excess applies.</p> <p>Any amount exceeding:</p> <ul style="list-style-type: none"> • £250 any one item and £1,000 in total in respect of Electrical and Electronic Equipment <p>Any loss or damage in respect of Personal Effects and Clothing or Sports and Leisure Equipment</p>
<p>1. Fire and smoke</p>	<ul style="list-style-type: none"> • Loss or damage from any gradually operating cause
<p>2. Explosion</p>	
<p>3. Lightning and thunderbolt</p>	
<p>4. Earthquake and subterranean fire</p>	
<p>5. Riot, civil commotion, strike, labour disturbances, locked out workers, malicious acts and vandalism</p>	<ul style="list-style-type: none"> • Loss or damage by any person lawfully in Your Holiday Park Home
<p>6. Aircraft and other aerial devices or anything dropped or falling from them</p>	
<p>7. a) Storm or tempest including hail or weight of snow</p>	<ul style="list-style-type: none"> • Loss or damage to fences and gates unless Your Holiday Park Home is damaged at the same time • Loss or damage arising from seepage of water into any Holiday Park Home through seams or seals from any gradually operating cause
<p>b) Flood</p>	<ul style="list-style-type: none"> • Loss or damage to fences and gates unless Your Holiday Park Home is damaged at the same time

<p>8. Theft or attempted theft</p>	<ul style="list-style-type: none"> • Loss or damage by any person lawfully in Your Holiday Park Home • Loss or damage unless a person has used violent force to enter or leave the Holiday Park Home
<p>9. Escape of water, liquefied petroleum gas or oil from any fixed water or domestic heating installation, washing machine, dishwasher or freezer</p>	<ul style="list-style-type: none"> • Loss or damage to the damaged part of the installation itself • Loss or damage caused by corrosion or wear and tear • Loss or damage if Your Holiday Park Home is left unoccupied during the period from 1st October to 31st March unless: <ul style="list-style-type: none"> - the water has been turned off at the mains and all equipment fully drained down, or - for any time the Park remains open prior to the Holiday Park Home 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 <ul style="list-style-type: none"> - a heating system fitted with automatic controls and a separate thermostat is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius or <ul style="list-style-type: none"> - If the heating system as described above is installed and is additionally fitted with a "frost stat" that is designed and installed to override all other heating controls, irrespective of their functional status, then this may be set to operate at not less than 4 degrees Celsius.
<p>10. Collision by any vehicle or animal</p>	

<p>11. Water freezing in any fixed domestic water or heating installation</p>	<ul style="list-style-type: none"> • Loss or damage caused by corrosion or wear and tear • Loss or damage if Your Holiday Park Home is left unoccupied during the period from 1st October to 31st March unless: <ul style="list-style-type: none"> - the water has been turned off at the mains and all equipment fully drained down, or - for any time the Park remains open prior to the Holiday Park Home 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 heating system fitted with automatic controls and a separate thermostat is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius or - If the heating system as described above is installed and is additionally fitted with a "frost stat" that is designed and installed to override all other heating controls, irrespective of their functional status, then this may be set to operate at not less than 4 degrees Celsius.
<p>12. Breakage of fixed glass in windows, doors, fanlights, skylights or ceramic hobs or sanitary fittings in Your Holiday Park Home</p>	
<p>13. Subsidence, heave or landslip of the site on which Your Holiday Park Home stands.</p>	<ul style="list-style-type: none"> • In respect of Your Holiday Park Home, the first GBP500 of each and every loss • Loss or damage caused by: <ul style="list-style-type: none"> - the bedding down of new Holiday Park Home or the settlement, shrinkage or expansion of newly made-up ground within 12 months of completion of building work; - defective design; - inadequate foundations and or foundations which did not meet building regulations current at the time of construction; or - coastal or river erosion • Loss or damage occurring while Your Holiday Park Home is undergoing demolition, structural alteration or structural repair

B. Section Extensions

What is Covered	What is not Covered
<p>1. Additional Expenses</p> <p>After a loss which is insured under the Standard Cover We will pay the following additional expenses or losses which You have incurred with Our permission:</p> <ul style="list-style-type: none"> • Architects', surveyors' legal and other fees to rebuild or repair Your Holiday Park Home • The costs of removing debris, dismantling, demolishing, shoring up, propping up or supporting parts of Your Holiday Park Home which have been damaged • The additional costs of rebuilding or repairing the damaged parts of Your Holiday Park Home to meet any European Union, Government or Local Authority requirements • Costs incurred in the delivery and or re-siting the Holiday Park Home at the insured premises <p>The most We will pay for any one claim is GBP1,000.</p>	<ul style="list-style-type: none"> • Any costs of preparing a claim under this policy • Any costs in excess of the Holiday Park Home Sum Insured • The amount of the excess • Any costs for complying with any regulations notified before the loss of damage occurred
<p>2. Conveyancing Cover</p> <p>When You have exchanged contracts to sell Your Holiday Park Home We will give the buyer the benefit of this insurance until the sale is completed.</p>	<ul style="list-style-type: none"> • Any claim for loss or damage to the Holiday Park Home if the buyer is insured under any other insurance
<p>3. Additional Interests</p> <p>Additional interests are automatically recorded within the insurance provided by this Policy and are to be declared to Us in the event of a claim.</p>	

C. Section Conditions

1. Basis of Claims Settlement

New for Old Basis of Claims Settlement

If **Your** schedule shows that **You** have selected New for Old cover then, following insured damage, claims will be settled on the following basis:

If the **Holiday Park Home** is lost or damaged beyond economical repair, **We** will pay the full cost of replacement without any deduction for age, wear, tear or depreciation.

If the **Holiday Park 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 **Holiday Park Home**.

If the **Holiday Park Home** has not been maintained in a good state of 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 items that can be economically repaired where **We** will pay the cost of repair.

Market Value Basis of Claims Settlement

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

If the **Holiday Park 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 **Holiday Park Home**.

If the **Holiday Park Home** damaged beyond economical repair we will pay the market value of the **Holiday Park Home** at the time of the loss.

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 or
- where items can be economically repaired **We** will pay the cost of repair.

2. General Conditions Applying to All Claims

Should any property be of greater value than the Sum Insured when any loss, destruction or damage occurs then **You** shall be considered to be **Your** own insurer for the difference and shall bear a proportional share of the claim costs accordingly.

If **You** require a cash settlement following loss of or damage and the property is beyond economical repair **We** will pay the market value of the property at the time of the loss. Should **You** choose this **We** will, at **Our** option, be entitled to retain any salvage.

Alternatively if **You** require a cash settlement following loss of or damage to property and it is beyond economical repair but **You** retain the damaged item(s) **We** will only pay **You** the estimated repair costs less the market value immediately following the loss.

If **We** know that the **Holiday Park Home** is subject to a hire purchase agreement **We** reserve the right to pay the hire purchase company.

Provided that **Our** total liability during the **Period of Insurance** shall not exceed the Sum Insured as stated in the schedule.

3. Obsolete parts

In the event that parts required for repair that are no longer manufactured, **our** liability will be limited to the manufacturer's last list price plus the appropriate fitting charge for those items.

4. 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 in the required timescales put forward by **us** to prevent further loss and or damage and **You** shall pay any proportionate additional premium required up to the expiry date.

5. Anchoring

It is hereby warranted that whilst static in its position on site the structure of the **Holiday Park Home** must at all times be anchored to the ground in accordance with the manufacturer's recommendations.

Section 2 - Public, Personal and Property Owners Liability

A. Standard Cover

Subject to **You** being insured under Section 1 of this Policy, the following cover is provided:

What is Covered	What is not Covered
<p>We will pay all amounts which You (or after Your death Your legal representatives) or Your Family become legally liable to pay due to:</p> <ul style="list-style-type: none"> 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 Holiday Park Home, and the land upon which the Holiday Park Home stands; or You previously owning and occupying any Holiday Park Home under Section 3 of the Defective Premises Act 1972 <p>happening during the Period of Insurance in the United Kingdom brought against You or Your Family.</p> <p>We will not pay more than the amount shown in the Schedule for any one accident or series of accidents comprising one event in addition to:</p> <ul style="list-style-type: none"> 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 Our consent 	<p>You are not covered for legal liability arising from:</p> <ul style="list-style-type: none"> Any trade or business activity involving You or any member of Your Family, other than the hiring or letting of the Holiday Park Home for reward You owning or using any: <ul style="list-style-type: none"> mechanically or electrically propelled vehicles (other than domestic garden equipment); animal other than domestic cats or dogs; aircraft or watercraft; or lifts (other than domestic stair lifts) Liability arising from the direct or indirect consequence of: <ul style="list-style-type: none"> assault or alleged assault any deliberate or wilful or malicious act the transmission of any infectious disease or virus 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 Accidents occurring away from the insured premises Liability for payment of any fines Any third party claims where these claims fall under the cover provided by You or any other insurance

B. Section Extensions

Unrecovered damages

We will pay **You** all sums which **You** have been awarded in a Court within the jurisdiction and which have not been paid to **You** within 6 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.

If any payment is made under the terms of this clause **You** or **Your** personal representative shall assign any such damages and any awarded costs to **Us**.

We will not pay more than the limit of indemnity as stated in the Schedule.

Liability Section Claims Conditions

No admission, offer, promise, payment or indemnity shall be made or given by **You** or on **Your** behalf without **Our** prior written consent may at **Our** option take over and conduct in **Your** name the defence or settlement of any claim or prosecute in **Your** name for **Our** 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 **We** may require.

General Conditions

These apply to the whole policy:

Policy terms

Our liability to make a payment under this policy is conditional upon:

1. the truth of **Your** statements and answers in the proposal to the best of **Your** knowledge and belief;
2. **You** and **Your Family** observing the terms of this policy.

Change in Circumstances

It is important that **You** keep **Your Agent** advised of any change in **Your** circumstances. **Your** policy has been based on the information **You** have given **Your Agent** in the proposal and **You** must advise **Your Agent** immediately of changes such as:

- a change of Caravan;
- a change in **Your Home** or **Storage Address** **You** have given **Your Agent**, which **We** have accepted;
- whether **You** or any member of **Your Family** be declared bankrupt or are convicted of any criminal offence.

Duty of Care

1. **Items insured**
You and Your Family must take steps to prevent loss or damage to and maintain the items insured in good condition;
2. **Liability**
You and any other person to whom this insurance applies must take steps to prevent loss, damage or accident.

Fraud

If any claim is in any respect fraudulent or unfounded all benefits under the policy will be forfeited.

Claims

Your duties

In the event of a claim or possible claim under this policy:

a) You or Your Family must:

1. without unnecessary delay advise the Claims Department on:
Telephone: 0207 839 1888 ; e-mail: newclaims@uk.cntaiping.com
2. if any item covered by this policy is stolen, lost or maliciously damaged notify the police immediately;
3. take steps to recover any lost or stolen item;
4. forward to Us any letter, writ, summons or other legal document unanswered;
5. provide at all reports, certificates, plans, specifications, any other supporting documents, information and assistance which **We** may require to settle or resist any claim or to institute proceedings against another party.

b) You or Your Family must not:

1. make any admission, offer or promise of any payment or negotiate in any way without Our written consent.

Our Rights

We will be entitled to:

1. enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to Us;
2. take over and conduct in Your name or the name of any member of Your Family the defence or settlement of any claim;
3. take legal action in Your name or the name of any member of Your Family for Our own benefit against any other party in order to recover any payment We have made;
4. have full discretion in the conduct of any proceedings and in the settlement of any claim.

Limitation

We may at any time for a claim or series of claims for which You or Your Family are entitled to indemnity against Your legal liability pay You:

1. the limit of indemnity less any amount(s) already paid; or
2. any lesser amount for which such claim(s) can be settled;

After the payment has been made We will have no further responsibility in connection with the claim(s) except for costs and expenses incurred before the date of payment.

Other Insurance

If there is any other insurance covering the same loss, damage or liability We will not pay more than Our rateable share.

Cancellation

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

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions

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

Payment of Premiums by Instalments

Where the premium for this policy is paid by monthly instalments each payment must be paid when due otherwise all benefit under this policy will be forfeited and the policy cancelled by giving You 14 days notice.

The Law Applicable to This Contract

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which Your main residence is situated.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. You must tell Your Agent of any changes to the answers You have given as soon as possible. Failure to advise Your Agent of a change to Your answers may mean that Your policy is invalid and that it does not operate in the event of a claim.

Sanctions Clause

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls (Sanctions) in the United Kingdom, the European Union, United Nations and United States of America as well as the applicable Sanctions laws and regulations in the jurisdictions in which we operate. This requirement is also extended to any brokers and coverholders who undertake any insurance intermediation activity in relation to this policy.

To comply with Sanctions, Pen cannot place, provide insurance cover or make any payment in circumstances where it would be considered a breach of Sanctions. We may be required to take actions such as freezing the funds of parties subject to Sanctions, not performing claims handling activities, and making licence applications or notifications to relevant regulators.

Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions. Pen reserves the right to take steps to comply with Sanctions and we will not be liable to you for this or for similar steps taken by third parties.

General Exclusions

This Policy does not cover loss damage liability or cost consisting of or in consequence of:

Agreements

Any liability arising from an agreement which would not have existed in the absence of that agreement.

Asbestos

We will not indemnify **You** for the removal or, disposal of asbestos or materials containing asbestos.

Biological or Chemical Materials Exclusion

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Confiscation

We will not indemnify **You** for confiscation or nationalisation or requisition by or under the order of any government or public or local authority.

Date Recognition and Computer Viruses

Loss or damage or any expense, consequential loss or legal liability (other than to **Your** domestic employees) directly or indirectly caused by or contributed to by or arising from:

1. the failure of the programming of a computer chip or computer software to recognise any date or to function correctly according to a true calendar date;
2. computer viruses;

but this shall not exclude subsequent loss or damage or any expense, consequential loss or legal liability not otherwise excluded which itself results from the operation of an insured cause.

Deliberate Damage

Any existing or deliberate damage:

1. caused by **You**, a member of **Your** family or any person renting or leasing the **Holiday Park Home**
2. which existed before the start of this insurance.

Loss of Value

We will not indemnify **You** for any reduction in value of the property insured following repair or replacement paid for under this insurance.

Pairs and Sets

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.

Pollution and Contamination

This Insurance does not cover any liability for:

1. Personal Injury or Bodily Injury or Loss of, Damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to liability for Personal Injury or Bodily Injury or Loss of or physical Damage to or destruction of tangible property, or loss of use of such property Damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the Period of this Insurance.
2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless

the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this insurance.

3. Fines, penalties, punitive or exemplary Damages.

This Clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this Clause not been attached.

Radioactive Contamination

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Rented Holiday Park Homes

Any loss or damage to the **Holiday Park Home** if it is leased or rented out or used for commercial purposes unless it is declared before the start of this insurance.

Sanctions, Export and Exchange Control

We shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations, resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Sonic Bangs

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

War and Terrorism

1. war, invasion, acts of foreign enemies, hostilities or warlike 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; or
2. any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to 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.

This endorsement 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 1 and/or 2 above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

What to do in the event of a claim

In the event of an accident, loss or damage to **Your Holiday Park Home** that might give rise to a claim, these are the steps **You** should take.

- You should tell the police immediately upon You being notified or discover:
 - a) If a burglary occurs or **You** lose valuables; and
 - b) about any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbance.
 - c) refer to the claims notification as below.
- If there is damage to **Your Holiday Park Home** :
 - a) In the first instance **Your** Park may be able to be of assistance. The Park might be able provide details of the specialist repairers in **Your** area for quotes. However, **You** must first receive **Our** confirmation to proceed with any repairs unless temporary emergency repairs are required if there be a threat to human life.

To make your claim - How to contact

1. If **Your Holiday Park Home** and or **Contents** are lost, destroyed or damaged you must immediately advise:

Claims Department
China Taiping Insurance (UK) Co Limited,
2 Finch Lane,
London EC3V 3NA
Telephone: 0207 839 1888
E-mail: newclaims@uk.cntaiping.com

They will provide **You** with a claim form, and advise what further action should be taken. At **Your** own expense within thirty (30) days of the loss or damage **You** must send to them a claim in writing with detailed particulars and proofs as may be required. If **We** elect or become bound to reinstate any **Holiday Park Home**, **you** shall provide to **us** any plans, specifications and quantities as **We** may require to deal with the claim.

2. If **You** receive notice of any accident or claim holding **You** negligent:

- a) Do not answer or admit any liability;
- b) give immediate advice to:

Claims Department
China Taiping Insurance (UK) Co Limited,
2 Finch Lane,
London EC3V 3NA
Telephone: 0207 839 1888
E-mail: newclaims@uk.cntaiping.com

- c) supply full particulars in writing and send to them any writ, summons or other legal process issued or commenced against **You**.
- d) **You** shall give **Us** all necessary information and assistance to enable **Us** to settle or resist any claim or to institute proceedings and shall not negotiate, pay, settle, admit or repudiate any claim without **Our** written consent.

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

3. We have the right:

- On the happening of any loss of or damage to the insured property to enter any **Holiday Park Home** where the loss or damage has occurred and to take and keep possession of the insured property and (at **Our** discretion) deal with the salvage. No property may be abandoned to **Us**.
- To undertake in the name and on the behalf of **You** the absolute conduct, control and settlement of any proceedings and to take proceedings at our own expense and for **Our** 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 Liability 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 **We** 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 **Our** written consent) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which **We** may be responsible under the Policy.

Some notes and additional information for your guidance

(These are guidance notes and do not form part of the Policy)

- **We** may ask an independent loss adjuster or engineer to visit **You**, in which case **We** will let **You** know beforehand.
- If **You** are in any doubt as to what **You** should do, or **You** need help in making **Your** claim, please telephone
Claims Department
Telephone: 0207 839 1888
- Water Damage is a major issue for owners and **We** strongly recommend that the Park approved drain down and re-commissioning service is used.

Complaints Procedure

We always strive to provide an excellent service to all **Our** customers, and are proud of **Our** fair and efficient service. However, **We** do recognise that occasionally things can go wrong and would prefer to know about such issues, in order that **We** may address them accordingly.

Therefore, should **You** feel that **Our** service has fallen below the standard **You** would normally expect, then please let **Us** know. **Your** complaint, which may be made orally, or in writing, and on **Your** behalf by a third party with **Your** permission, will be dealt with swiftly and effectively. In order to make a complaint, In the first instance **You** should contact:-

Your Intermediary at:

The Managing Director,
MyInsurance
Stronsay House
Tilford Road
Hindhead
Surrey
GU26 6UG
Tel: 01428 600001

If **Your** complaint about **Your** policy cannot be resolved by the end of the next working day, **Your Agent** will pass it to:

Pen Underwriting Limited Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT
Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than 10 staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

China Taiping Insurance (UK) Co Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Claims & Underwriting Exchange Register (CUE)

We may use **Your** personal information to prevent crime. In order to prevent crime **We** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

Data Protection

Pen Underwriting Limited are the data controller of any personal information you provide to us or personal information that has been provided to us by a third party. We collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please see our Privacy Policy - www.penunderwriting.co.uk/Privacy-and-Cookies. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Arranged and administered by MyInsurance with Pen Underwriting on behalf of: China Taiping Insurance (UK) Company Ltd, Registered in England No.1766035. Registered Office: 2 Finch Lane, London EC3V 3NA.

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