



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

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

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Welcome

Thank **you** for choosing our Superior Holiday Park Home Insurance to protect **your Holiday Park Home**.

We want to help you understand **your** Holiday Park Home Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you need**, and keep all documents in a safe place.

That policy is not complete without a policy **schedule**. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Superior Holiday Park Home Insurance policy is split into several sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the **schedule**.

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

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.

Important Information about your Policy

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

The Insurers or Service Providers

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects you by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers.

In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet our obligations. See <https://www.fscs.org.uk/>

Several Liability Notice

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each insurer's proportionate liability will be provided upon request.

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

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

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Things we need to tell you about (continued)

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Policy format

Please get in touch by contacting your broker if you need your documents in large font, braille, or as audio.

Telephone calls and recording

Telephone Calls 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.

Data Protection and Privacy Policy

MyInsurance is a trading name of e-Insurance Trading Ltd. We 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, insurance intermediaries such as Managing General Agents, 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 website - www.myinsurancequotes.co.uk/privacy-policy 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.

Policy Definitions

Applicable to the whole of this insurance

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

Breakage means:

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

Broker means:

e-Insurance Trading Ltd, Stronsay House, Tilford Road, Hindhead, GU26 6UG.

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:

- 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

Electrical and Electronic Equipment means:

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

Endorsement means:

A change in the terms and conditions of this insurance.

Excess means:

The amount stated in this policy or the schedule and payable by you in the event of a claim.

Family means:

Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners.

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.

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.

Policy Definitions (continued)

Period of Insurance means:

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal Effects and Clothing means: Personal property 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.

Storage Address means:

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

Territorial Limits means:

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

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.

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:

Aviva Insurance Limited.

You, Your, Insured means:

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

Our Service Commitment to You

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
<u>MyInsurance</u> Stronsay House Tilford Road Hindhead Surrey GU26 6UG Tel: 01428 600 001 Email: info@e-insurancetrading.co.uk	<u>Pen Caravans</u> Pen Claims Handling Department PO BOX 2801 Hanley, Stoke on Trent Staffordshire ST4 9DN Tel: 0344 856 1868 Email: newclaims.penunderwriting@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Pen Underwriting

Complaints Officer
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:

<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If you remain dissatisfied, you may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of our final response to you, they can be contacted at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567 (for landline users, mobile users may be charged)

0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: complaint.info@financialombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information at: www.financial-ombudsman.org.uk

Cancelling this Policy

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

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

whichever is the latter.

If **you** wish to cancel and **your** cover hasn't started we will refund **your** premium in full.

If **you** cancel after **your** cover has started and provided there hasn't been a claim **we** will refund the full premium paid less a proportionate deduction for the time **we** have provided cover.

Your Right to Cancel this Policy

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right to Cancel this Policy

We can cancel **your** policy by giving **you** 7 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your** policy

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy. Where possible, **we** will try to seek an opportunity to resolve the matter with **you**. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

Claims Procedure and Conditions

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your Holiday Park Home** and **contents** from further damage.

If **you** need to make a claim under this policy, please contact **us** straight away at:

New Claims

[Pen Caravans](#)
Pen Claims Handling Department
PO BOX 2801
Hanley, Stoke on Trent
Staffordshire
ST4 9DN

Tel: 0344 856 1868
Email: Newclaims.pencaravans@davies-group.com

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

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Telephone calls 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.

Claims Procedure and Conditions (continued)

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** reasonably can and give us all information and help **we** need.
- For all other losses **you** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements in relation to **your Holiday Park Home**;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into **your Holiday Park Home** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

Where **we** offer repair or replacement through a preferred supplier but instead, **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

Claims Procedure and Conditions (continued)

How we deal with your claim (continued)

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

General Conditions

Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

- i. **You** must take care to provide complete and accurate answers to the questions **we** ask **you** when you take out, amend and renew **your** policy
- ii. **You** must take care to avoid any accident and to prevent any loss or damage to everything which is covered by this insurance
- iii. **You** must ensure the **Holiday Park Home** is in a sound, roadworthy condition and kept in a good state of repair;
- iv. **You** must always make sure that the sums insured shown in **your schedule** are adequate;
- v. **You** must ensure that the weight of the **Holiday Park Home** must not exceed the kerb weight of the vehicle being used to tow the **Holiday Park Home** (the weight of the towing vehicle including a full tank of fuel and all standard equipment, but not including any passengers or cargo);
- vi. **You** must fit the minimum level of security as specified in the **schedule**, or alternative security which has been agreed by **us**, to the **Holiday Park Home** whenever **you** leave the **Holiday Park Home** unattended or whilst the **Holiday Park Home** is at the **storage address**

Changes in Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 7 days as soon as **you** know about any of the following changes:

- **You** change or sell **your Holiday Park Home**;
- **You** change where **your storage address**;
- **You** change **your** permanent address;
- **You** make any changes to the **Holiday Park Home** itself, including but not limited to bodywork, structural alterations or alterations to fixtures and fittings;
- **You** change the use of **your Holiday Park Home**;
- **You** have received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the **Holiday Park Home**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium

General Conditions (continued)

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums
- **we** may inform the Police of the circumstances

Important Notice

Please note that if the information provided by **you** is not complete and accurate, **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance

General Exclusions

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **Holiday Park Home**

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **Holiday Park Home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

General Exclusions (continued)

Applicable to the whole of this insurance

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Terrorism Exclusion

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

General Exclusions (continued)

Applicable to the whole of this insurance

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14. Permanent Residence

We will not pay for any loss, damage or liability arising out of **you** using the **Holiday Park Home** as **your** permanent residence unless specified in the **schedule**.

15. Holiday Park Home Use

We will not pay for any loss, damage or liability arising out of use of the **Holiday Park Home** other than for social, domestic or pleasure purposes.

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"> £750 any one item and £2,500 in total in respect of Electrical and Electronic Equipment £250 any one item and £1,000 in total in respect of Personal Effects and Clothing or Sports and Leisure Equipment
<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. Breakage or collapse of television or radio aerials satellite, receiving dishes, their fittings or masts</p>	<ul style="list-style-type: none"> • Loss or damage following mechanical or electrical breakdown

<p>12. Falling trees, telegraph poles or lamp posts or any parts of them</p>	<ul style="list-style-type: none"> • The cost of removing them other than from the immediate vicinity of damaged Holiday Park Home and disposing of them • Loss or damage to fences and gates, unless Your Holiday Park Home is damaged at the same time • Loss or damage caused by tree felling, lopping or topping
<p>13. 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 <p style="text-align: center;">or</p> - 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 <p style="text-align: center;">or</p> - 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>14. Breakage of fixed glass in windows, doors, fanlights, skylights or ceramic hobs or sanitary fittings in Your Holiday Park Home</p>	

<p>15. 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 £500 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
<p>16. Accidental damage</p>	<ul style="list-style-type: none"> • Any loss or damage caused by: <ul style="list-style-type: none"> - any other event in the Standard Cover; - any kind of fungi, rot, woodworm, vermin, insects, damp, condensation, atmospheric or climatic conditions - chewing, scratching or fouling by animals - faulty manufacture, faulty workmanship, defective design or use of defective materials - deterioration or any process of cleaning, dyeing, restoration or repair - corrosion, wear and tear, depreciation, settlement, shrinkage or any other gradually operating cause - any existing or hidden defect, computer breakdown or software failure. • The costs of routine maintenance, service or normal costs of decoration • Loss or damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure • Loss or damage caused while the Holiday Park Home is let

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 £5,000.</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. Alternative Accommodation</p> <p>If Your Holiday Park Home is rendered uninhabitable because of any loss or damage which is insured under the Standard Cover, We will pay You the cost of alternative accommodation.</p> <p>The most We will pay for any one claim is £75 per night up to a maximum of £750.</p>	<ul style="list-style-type: none">• Any costs incurred without Our prior agreement

<p>3. Loss of Rent</p> <p>If Your Holiday Park Home is rendered uninhabitable because of any loss or damage which is insured under the Standard Cover, We will pay You for rent you would have received or site fees and council tax you have paid for the period the Holiday Park Home could not be occupied.</p> <p>The most We will pay for any one claim is 5% of the total sum insured on Your Holiday Park Home.</p>	<ul style="list-style-type: none"> • Any costs incurred without Our prior agreement • Any costs not substantiated by documentary evidence of pre-arranged bookings
<p>4. 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>5. Loss of Keys</p> <p>We will pay You for replacing locks, including keys, of the same quality to:</p> <ul style="list-style-type: none"> • Any external doors and windows; and • Intruder alarms and safes installed in Your Holiday Park Home <p>If the keys are:</p> <ul style="list-style-type: none"> • Stolen; or • Accidentally lost <p>The most We will pay for any one claim is £100.</p>	
<p>6. Metered Water, Liquefied Petroleum Gas or Oil used for Heating</p> <p>We will pay You for loss of Metered Water, Liquefied Petroleum Gas or Oil if the loss is caused by insured damage to Your fixed domestic water or heating installation.</p> <p>The most We will pay in any one period of insurance is £250.</p>	

<p>7. Loss of Title Deeds</p> <p>We will pay up to £250 if You need to replace the title deeds to Your structure as a result of loss or damage within Your structure or in Your bank.</p>	
<p>8. Emergency Access</p> <p>We will pay up to £1,000 as a result of loss or damage to Your Holiday Park Home and its Contents following necessary access to deal with a medical emergency or to prevent damage to Your Holiday Park Home.</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>9. Pre-authorisation</p> <p>You may arrange for reasonable and necessary emergency repairs to be carried out to Your Holiday Park Home up to £250 as long as You obtain a receipt or estimate, complete a claim form and send it to Us as soon as possible.</p>	<ul style="list-style-type: none"> • Claims that are not covered within the terms and conditions of this Policy •
<p>10. 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. How We Settle Your Claims – The Holiday Park Home

Following loss or damage covered by this insurance we will pay for the cost of repairing your **Holiday Park Home** or, if your **Holiday Park Home** is damaged beyond economical repair we will pay as follows:

New For Old Cover

If **you** have selected New for Old cover in **your schedule** and your **Holiday Park Home** is damaged beyond economic repair **we** will pay the cost of replacing **your Holiday Park Home** with a brand new equivalent provided that:

- (a) The **Holiday Park Home** age is no more than that specified in the **schedule** at the start of the **period of insurance**
- (b) The sums insured represent the cost of a new **Holiday Park Home** of the same make and model

If the same make and model is not available **we** will replace your **Holiday Park Home** with a new **Holiday Park Home** of the same make and nearest equivalent model, specification and value or pay you the last manufacturer's list price for your **Holiday Park Home**.

Market Value Cover

We will pay the cost of repairing **your Holiday Park Home** or the market value of **your Holiday Park Home** at the time and date of the loss. The market value will be the cost of replacing **your Holiday Park Home** with one of a similar make, model, year, mileage and condition based on the market prices at the time of the loss, **we** may refer to publications such as Glass's Guide in order to assess the market value.

2. How We Settle Your Claims – Contents

Following loss or damage to **your contents** we will pay up to a maximum of the **contents** sum insured as shown in the **schedule** as follows:

1. Where the damage can be economically repaired **we** will pay the cost of repair; or
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality; or
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.

3. 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**.

4. 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.

5. 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.

6. 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 Territorial Limits 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.

C. 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.