

POLICY WORDING

Leisure Home

Protection for your Leisure Home or Static Caravan



A warm welcome to Everywhen

Thank You for choosing Everywhen Leisure Home Insurance

At Everywhen, we are specialists in providing the right protection for our customers and are there when the unexpected happens. **You** can be confident that in choosing this policy **You** will have the cover **You** need.

This policy document gives **You** the details of **Your** cover and should be read along with **Your** statement of fact, **Schedule** and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist **You** if **You** need to contact Everywhen.

Everywhen looks forward to taking care of **You** and **Your** Leisure Home.

On behalf of:

Everywhen



How to get in touch

Changes, cancellations or general enquires

For any policy changes, cancellation or general enquires please contact Everywhen at the following:

Telephone: **01242 528844**

Email: **leisure.renewals@everywhen.co.uk**

In writing: Everywhen, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

Claims enquires

For claims relating to Section 1: Structure & Contents and Section 2: Personal Possessions please contact Everywhen at the following:

Telephone: **0330 018 2293**

Email: **leisurehomeclaims@davies-group.com**

In writing: Everywhen, PO Box 800, Eland HX1 9ET

Claims lines are open 9am-5pm, Monday-Friday.

For claims relating to any other sections, please refer to the section specific claims contact information.

Complaints

If **You** wish to make a complaint, please contact Everywhen at the following:

Telephone: **01242 528844**

Email: **customer.care@everywhen.co.uk**

In writing: Everywhen, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

For full details of Everywhen's complaint procedure, please see the 'How to make a complaint' section.



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Who provides Your insurance

You policy has been arranged by Everywhen on behalf of Aviva Insurance Limited and the insurers referred to in the other sections of cover below.

Everywhen is a trading name of Advisory Insurance Brokers Limited. Registered in England and Wales under company number: 4043759. Registered office: 2 Minster Court, Mincing Lane, London EC3R 7PD.

Authorised and regulated by the Financial Conduct Authority under firm reference number: 313250.

You can check the Financial Services Register by visiting [fca.org.uk](https://www.fca.org.uk)

The **Schedule** shows which sections of the policy apply to **You**.

In respect of Section 1: Structure & Contents and Section 2: Personal Possessions

They are underwritten by Aviva Insurance Limited.

Aviva Insurance Limited. 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. Firm Reference Number 202153.

In respect of Section 3: Leisure Home Emergency Assistance, Section 4: Leisure Home Legal Protection Insurance, Section 5: Key Protection and Section 6: Excess Protection

Please see the insurer information under the relevant section.



The legal stuff

Information relevant to Your whole policy

Your policy provides cover for the sections and the **Period of Insurance** shown in **Your Schedule**. This policy is an agreement between **You** (the person/persons shown in the statement of fact and/or **Schedule** as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if **You** pay the premiums.

You must read this policy carefully together with **Your** statement of fact, **Schedule** and any special terms or conditions as one single contract. Please read all documents to make sure the cover provided meets **Your** needs. If this is not the case, please contact Everywhen as soon as reasonably practicable on the contact details provided.

Please note that **Your** cover relates only to the sections which are shown on the **Schedule** as being included. **You** should keep a record (including copies of letters) of all information supplied to Everywhen in connection with this insurance.

What to look out for

The policy is divided into a number of sections and includes some key words, expressions or phrases that are shown in **Bold** and **Capitalised** and have the same meaning whenever they appear in that specific section of the policy. The defined terms, and their meanings are set out in the definition segment of that section. Please note that some defined terms such as “**We**” will have different meanings in each section of the policy. Please take time to ensure that **You** have read this policy wording fully, if **You** are unsure how the policy applies to **You**, please get in contact with Everywhen using the contact information provided in the ‘How to get in touch’ section at the start of this document.

What is included

Cover is divided into six main sections, **Structure & Contents, Personal Possessions, Leisure Home Emergency Assistance, Leisure Home Legal Expenses Insurance, Key Protection** and **Excess Protection**. Each section tells **You** what will and will not be paid for. The **Schedule** which is enclosed with **Your** policy makes the document particular to **You**. The **Schedule** shows which sections of the policy apply to **You** and also the amount of cover provided under those sections. **You** will not be covered under any section that has not been requested and paid for by **You**.

Claims history

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL). This helps Everywhen and **Your** Insurers check information provided and prevent fraudulent claims.

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



Fraud prevention and detection

In order to prevent and detect fraud, Everywhen may at any time:

- Share information about **You** with other organisations including the police;
- Conduct searches about **You** using publicly available databases;
- Undertake credit searches;
- Check and/or share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information. Everywhen and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact Everywhen on the number shown in **Your** policy wording if **You** want to receive details of the relevant fraud prevention agencies. Everywhen and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Changes in Your circumstances

You must tell Everywhen as soon as reasonably practicable about changes that may affect **Your** policy cover, as described below. If Everywhen are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, declared void (this will mean that cover has never been in force), or **Your** claim rejected or not fully paid.

To do this, please contact Everywhen using the contact information provided in the 'How to get in touch' section at the start of this document.

The changes that **You** should tell Everywhen about are:

- If **You** change **Your** leisure home;
- If **You** change **Your** leisure home location;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If **You** change the use of **Your** leisure home or if the home is going to be used for business purposes;
- If **You** or **Your Family** are convicted of a criminal offence (other than motoring offences);
- If **You** or **Your Family** are declared bankrupt;
- If **Your Contents** sum insured changes;
- If **You** have any other insurance policy refused, declined, cancelled or voided;
- If work is to be done on **Your** leisure home which is not routine maintenance, repair or decoration (for example any structural alteration or extension to **Your** leisure home).



When **You** advise a change, Everywhen will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances Everywhen may not be able to continue **Your** policy following the changes. If this is the case **You** will be notified and the policy may be cancelled as per the conditions applying to Section 1: Structure & Contents and Section 2: Personal Possessions section of this policy.

How much to insure for

It is up to **You** to make sure that the amounts **You** insure for represent the full value of the property concerned.

New for Old

The value of **Your Structure** and **Additional Structures** should be enough to cover the cost of replacement as new.

The value of **Your Contents** should be the cost of replacing **Your Contents** as new.

Market Value

The value of the **Structure, Additional Structures & Contents** on a market value (second hand) basis.

If **You** have any questions on this subject, please ask Everywhen.

Remember, if **You** underinsure, claim payments may be reduced (see the claim settlement section for each section for full details). **You** can change **Your** sums insured at any time – **You** do not have to wait for renewal.

Index-linking

The sum insured under Section 1: Structure & Contents of the policy will be adjusted every year in line with the governments' general index of retail prices or another appropriate index.

No charge will be made for the index-linking during each year, but renewal premiums will be calculated on the adjusted sums insured.

Index-linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.



Misrepresentation

In arranging **Your** insurance, Everywhen will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and relevant details when **You** take out, renew, or request changes to the cover provided by the policy. If **You** fail to exercise reasonable care, Everywhen may treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be) if they:

- a) deliberately or recklessly gave Everywhen inaccurate or incomplete information; or
- b) did not take reasonable care to give Everywhen accurate and complete information in circumstances where Everywhen would not have covered **You** at all, had we known about such information. Everywhen will return the premium provided that **You** did not deliberately or recklessly provide us with inaccurate or incomplete information.

In all other cases, Everywhen may refuse to pay all or part of a claim, depending on what we would have done if **You** had taken reasonable care to provide us with accurate and complete information. If Everywhen would have insured **You** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms. In such circumstances, Everywhen will only pay a claim if the claim would have been covered by a policy containing such terms. If Everywhen would have provided **You** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which we would have charged. For example, Everywhen will only pay half of the claim, if we would have charged double the premium.

If this policy covers more than one insured person and an insured person fails to comply with this condition, Everywhen may rely on our rights under this condition as against that insured person, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other insured persons unaffected.

Paying by instalments

If **You** pay **Your** premium under a credit agreement and **You** fail to make a payment, **Your** policy may be cancelled by giving **You** seven days' notice to **Your** last known address, and Everywhen may refuse **Your** claim or take the balance of any outstanding premium due from any claim payment made to **You**. This means that Everywhen will fulfil our obligations in relation to any claims against **Your** policy by a third party but will seek full recovery of any payments made under **Your** policy directly from **You**. This may include the instruction of solicitors or other recovery agents.

Policy limitations

Your cover is subject to certain exclusions and conditions applying. Please refer to each individual cover section for specific conditions and exclusions that apply to that section of **Your** policy.



How to make a complaint

Everywhen will do everything possible to ensure that **You** receive excellent service and to be there when **You** need us. Everywhen hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied please contact us as detailed below.

Complaints relating to Everywhen

If **You** are dissatisfied with the sale and administration of **Your** policy, the service **You** have received or the handling of **Your** policy or claim and wish to make a complaint, please contact:

In writing: Everywhen, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

Email: **customer.care@everywhen.co.uk**

Telephone: **01242 528844**

Complaints relating to Section 1: Structure & Contents and Section 2: Personal Possessions

If **Your** complaint relates to policy cover, please contact:

In writing: Everywhen, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

Email: **customer.care@everywhen.co.uk**

Telephone: **01242 528844**

If **Your** complaint relates to a claim please contact Davies Group Ltd by:

Telephone: **0344 856 2015**

Email: **Customer.Care@davies-group.com**

In writing: Davies Group Ltd, PO Box 3097, Stoke on Trent ST4 9DN

Everywhen take all customer complaints seriously and have established the following complaint procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving Your complaint

Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint. A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction

Step 2: If Your complaint cannot be resolved within three business days

Everywhen will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Customer Relations Team who will appoint a dedicated Complaint Manager to support **You**, keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of Everywhen's investigation, the reason for it and the next steps; or
- A holding letter confirming when Everywhen anticipate we will have concluded our investigation.



Step 3: Referring to the Financial Ombudsman Service

If Everywhen are unable to resolve **Your** concerns within 8 weeks, **You** may be entitled to refer the complaint to the Financial Ombudsman Service. Everywhen will provide full details of how to do this when they provide their final response letter addressing the issues raised. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **+44 (0)300 123 9 123**

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

Online: **financial-ombudsman.org.uk**

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided Everywhen with the opportunity to resolve it.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **You** choose to submit **Your** complaint this way, it will be forwarded to the Financial Ombudsman Service.

Visit **ec.europa.eu/odr** to access the Online Dispute Resolution Service.

Please quote Everywhen's email address: **customer.care@everywhen.co.uk**

Alternatively, **You** can contact the Financial Ombudsman Service directly.

Whilst Everywhen and **Your** Insurers are bound by the decision of the Financial Ombudsman Service, **You**, are not. Using Everywhen's complaints procedure, or contacting the Financial Ombudsman Service at any stage of **Your** complaint will not affect **Your** legal rights.

Compensation

Everywhen and Aviva Insurance Limited are covered by the Financial Services Compensation Scheme (FSCS). If **We** and Everywhen are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on whether **You** are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at **fscs.org.uk** or call (Freephone) on **0800 678 1100** or **+44 (0)20 7741 4100**.

Complaints and Compensation relating to cover or claims under Section 3: Leisure Home Emergency Assistance, Section 4: Leisure Home Legal Protection Insurance, Section 5: Key Protection and Section 6: Excess Protection

Please see the relevant section wording for details on how to make a complaint.



Your data – Everywhen's Fair Processing Notice

All references to we, us and our in this section mean Everywhen as the Data Controller.

How We use Your information

Everywhen is a trading style of Advisory Insurance Brokers who are the data controller of the information **You** provide us and are registered with the information commissioner's office. Advisory Insurance brokers are part of the Ardonagh Group. We may share **Your** information within the Ardonagh Group (see ardonagh.com for details) as part of providing services to **You**.

We will use Your personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You** in relation to servicing and administering **Your** product
- Develop new products and services
- Undertake statistical analysis to help us improve our services and products
- Contact **You** about products that are closely related to those **You** already hold with us
- Provide additional assistance for these products or services
- Notify **You** of important changes to products and functionality changes to our websites.

From time to time we may use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from other companies in the Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices.

Further information is included in our Fair Processing Notice, full details of which can be found here: ardonagh.com/privacy-policy. This explains who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs **You** of certain rights **You** have regarding **Your** personal information. If **You** are unable to access this website, details can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails **You** have received from us.

You can also contact us for general data protection queries via email to advisorydp@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, The Octagon, Colchester CO1 1TG, United Kingdom.



Useful tips

Preparing Your leisure home for winter

✓ Keep Your pipes cosy

Pipes bursting during winter are common, as swift freezing and thawing can potentially cause cracking and breaking. This can be prevented best by keeping **Your** pipes (and water tanks) warm with their own foam cardigan (called lagging), which will reduce the heat lost and insulate the pipes to prevent freezing.

✓ Get Your boiler checked

If **Your** boiler is not maintained correctly, **You** could be wasting energy as well as money. Incorrect maintenance also runs the risk of **Your** boiler leaking carbon monoxide. It is important to get **Your** boiler serviced before winter as it could stop working if it is not maintained, leaving **You** without heating and with an unexpected bill for a new model.

✓ Your leisure home insurance

Check **Your** leisure home insurance policy is all up to date and that **You** are covered for winter-related damages. It's worth noting that wear and tear is not covered by most insurance policies, therefore it is important to ensure that **Your** leisure home is well maintained especially in the lead up to winter when frost damage is more likely. Fully understanding **Your** policy will help to give **You** peace of mind this winter.

✓ Insulation

Around 25% of the heat in **Your** leisure home is lost through the roof and walls, so ensure they are fully insulated to use less energy and keep **Your** leisure home warm. Insulation needn't be a vast cost, as there are many government grants and schemes for insulation installation.

✓ Bleed the radiators

When **Your** radiators are colder at the top than at the bottom, they have air trapped inside that's stopping the heat from circulating correctly. It's a good idea to bleed the radiators, to release the trapped air, allowing **Your** radiator to run more efficiently. If **You** are not sure **You** might be able to get help from **Your** park's maintenance team.

✓ Keep the property heated

If **You** have **Your** heating on a timer while **You** are away, this could help heat the property sufficiently to stop pipes freezing. Consider leaving it on at a minimum of 13°C.

✓ Guttering

As winter draws closer, leaves will start falling from trees, meaning gutters will start to get full. Once the guttering gets blocked, water won't be able to flow properly and will start to leak from the guttering into the roof and down the walls of **Your** leisure home, leading to water damage. Before winter arrives ensure **Your** gutters are free of grime and dirt to reduce **Your** chances of water blockages.



✓ **Tree trimming**

Take a stand against **Your** trees and get them trimmed back from the house this winter. Trimming will reduce the amount of foliage dropping into **Your** guttering and reduce the chance of branches blowing against the property and causing damage.

✓ **Stop draughts**

Chilly winter breezes will try everything to slip through the nooks and crannies of **Your** leisure home. Ensure **You** check the edges of **Your** doors and windows for draughts: if **You** find any **You** can either seal them with self-adhesive draught strips or ask maintenance to help **You**.

✓ **Know where Your stopcock is**

If **You** are in **Your** house when disaster strikes, it's helpful to know where the stopcock is so that **You** can shut off the water quickly and minimise damage. Similarly, if **You** aren't there and **You** need to call out a plumber, **You** can direct them to the stopcock with ease. Better to know before an emergency than after it happens.

Leisure home security

✓ **Basic security**

Tightly close and lock all the doors and windows of **Your** property and its outbuildings (e.g. garage, shed, barn, etc). Also, remove any keys **You** may have hidden outside.

✓ **Lighting**

Illuminating entry points will often dissuade would-be burglars from entering **Your** home. For extra security, **You** can also put **Your** internal lights on a timer to make it appear as though someone is home.

✓ **Valuables**

Take whatever **Valuables** **You** can with **You** and hide whatever **You** cannot take out of sight. **You** might also consider installing a safe to protect **Your** small **Valuables**.

Definitions applying to Sections 1 and 2

Whenever the following words or phrases appear in **Bold** type and **Capitalised** throughout this policy (other than Sections 3-6 which contain their own definitions under the relevant section), they will take the specific meaning shown below.

Accidental Damage

Sudden and unintentional physical damage that happens unexpectedly.

Additional Structures

Your skirting, veranda, patio, decking, steps, flotation devices, storage boxes, outbuildings (including sheds) and static caravan base all contained within the boundaries of the **Land**.

Contents

Household goods and belongings to which are the responsibility of **You** and **Your Family** and contained in the **Structure**, **Additional Structures** or in the open within the boundaries of the **Land**.

The definition of **Contents** does not include:

- Property more specifically insured by this or any other policy.
- Motorised or mechanically propelled vehicles whether licenced for road use or not (other than gardening machinery) unless agreed by **Us**.
- Caravans, trailers, aircraft, hovercraft, boats or parts or accessories for any of them whether attached or detached.
- Any living creature.
- Securities and documents of any kind.
- Permanent fixtures and fittings.
- Property or **Money** held for any professional or business purposes.
- Specified **Personal Possessions**.

Excess

The first part of any claim, which **You** must pay.

Extended Family

Your children (including adopted and foster children), parents, grandparents and **Your** siblings who do not permanently live with **You**.

Family

Spouse, partner, civil partner, children (including adopted and foster children), parents, grandparents and **Your** siblings who permanently live with **You**.

Hired Out

When the **Structure** is let, lent or rented out to anyone other than **Your Family** and **Extended Family**.

Land

The pitch located at the risk address on **Your schedule** and as detailed in the site agreement between **You** and the site where **Your Structure** is being kept.

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens that belong to **You** and are not used for business purposes.

Period of Insurance

The period shown in **Your Schedule** for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premium.



Personal Possessions

Pedal cycles and property which is normally worn or carried on or about the person in and away from the home, and that belongs to **You** or for which **You** are legally responsible.

The term **Personal Possessions** does not include **Money**, credit cards, contact or corneal lenses, and motorised or mechanically propelled vehicles or their accessories.

Primary Residence

The dwelling where **You** live the majority of **Your** time and is considered to be **Your** residence for legal and tax purposes.

Schedule

The document giving details of the **Period of Insurance**, **Your** cover, the premium and the policy number.

Structure

Your chassis built: static caravan holiday home, static holiday caravan, holiday lodge, leisure home or chalet as described in the **Schedule** and its:

- garages and porches;
- permanent fixtures and fittings, service tanks, pipes, cables, solar panels, wind turbines, radio and television aerials, satellite receiving aerials and masts;
- paths, drives, terraces, walls, hedges, gates and fences;

all contained within the boundaries of the **Land**.

The definition of **Structure** does not include anything defined as **Additional Structures**.

United Kingdom

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

Unoccupied

When the **Structure** is either:

- a) Insufficiently furnished for normal occupation, or
- b) **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 30 consecutive days, or
- c) Not **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 72 consecutive hours.

Valuables

Any articles of gold, silver or other precious metal, jewellery, watches, furs, pictures or other works of art, collections of stamps or coins.

We/Us/Our

Aviva Insurance Limited.

You/Your

The person(s) named in the **Schedule**.

Section 1: Structure & Contents

This section only applies to **You** if it is set out in **Your** policy **Schedule**. If **You** have not insured both the **Structure** and/or **Additional Structures** and **Contents**, limited cover applies. Please see 'Claims under Section 1: Structure & Contents and Section 2: Personal Possessions Claims' (next part of the policy wording) for full details on what cover applies.

We will pay for	We will not pay for
<p>A. Standard Cover</p> <p>Loss or damage to the Structure, Additional Structures and Contents caused by:</p> <ol style="list-style-type: none"> 1. Fire, explosion, lightning, earthquake. 2. Smoke damage caused by fire. 3. Riot, civil commotion, labour and political disturbances. 4. Malicious persons or vandals. 5. Storm or flood. 	<p>A. Standard Cover</p> <p>The amount of any Excess shown in Your Schedule.</p> <ol style="list-style-type: none"> 1. We don't cover loss or damage from: <ul style="list-style-type: none"> • scorching, melting, warping or other forms of heat distortion unless accompanied by flames • distortion or discolouration caused by the sun • acid burns • spillage of candle wax • tobacco burns, unless accompanied by flames. 2. Loss or damage caused by any gradual, long-term or sustained cause. 4. Loss or damage caused by persons lawfully in the Structure. Loss or damage caused by Your Family. Loss or damage caused while the Structure is Unoccupied. 5. Loss or damage caused by frost. Loss of or damage to hedges, gates and fences. Loss or damage caused by underground water or ground water rising. Loss or damage caused by subsidence, heave or landslip. (Subsidence or heave of the site on which the buildings stand, or landslip caused by storm or flood would be insured under standard cover 5 and subject to the exceptions and Excess applicable to that paragraph).



We will pay for

6. Escape of water or oil from any fixed heating or domestic water installation, boiler, washing machine, dishwasher or freezer.

We will not pay for

6. Loss or damage while the **Structure** is:
- a) Insufficiently furnished for normal occupation, or
 - b) **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 30 consecutive days between 1st November and 31st March, or
 - c) Not **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 72 consecutive hours between 1st November and 31st March.

Unless the water supply has been turned off at the mains and all systems drained with the exception of sealed central heating systems that have been professionally fitted, contain anti-freeze and are maintained to the manufacturers specification.

Costs to remove and replace any part of the **Structure** to find and repair the source of any water or oil leaks.

Subsidence, heave or landslip damage caused by escaping water or oil under this section. However, **You** may have cover under item 11 'Subsidence or heave of the site on which the **Structure** stands, or landslip'.

Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on in **Your Structure**.

We will pay for	We will not pay for
<p>7. Theft or attempted theft.</p> <p>8. Collision involving vehicles, animals, aircraft or aerial devices or anything dropped from them.</p> <p>9. Falling trees or branches.</p> <p>10. Falling aerials and their fittings or masts, telegraph poles, pylons or lamp posts.</p>	<p>7. Loss or damage to Money unless involving forcible and violent entry into or exit from the Structure. Loss or damage arising from the use of keys left unattended in, on or around the home. Theft or attempted theft from Additional Structures unless involving forcible and violent entry into or exit from the Additional Structures. Loss or damage caused by You or Your Family and Extended Family. Loss or damage while the leisure home is Hired Out unless involving forcible and violent entry into or exit from the Structure. Loss or damage while the Structure is Unoccupied unless involving forcible and violent entry into or exit from the Structure. Loss or damage to Personal Possessions while the Structure is Unoccupied. Loss or damage by deception unless deception is only used to gain entry to the Structure.</p> <p>8. Loss or damage caused by domestic pets or insects.</p> <p>9. Loss or damage to hedges, gates and fences. The cost of removal of the fallen tree or branch if it has not caused damage to the Structure.</p> <p>10. Loss or damage to the installation or appliance itself.</p>



We will pay for

11. Subsidence or heave of the site on which the **Structure** stands, or landslip.

We will not pay for

11. The first £500 of any claim.
 - Loss or damage caused by normal settlement, shrinkage or expansion.
 - Loss or damage resulting from coastal or river erosion.
 - Loss or damage resulting from faulty workmanship or the use of defective materials.
 - Loss or damage to paths, drives, terraces, patios, walls, service tanks, domestic fixed fuel-oil tanks, swimming pools, tennis courts, hedges, gates and fences unless the **Structure** is damaged at the same time.
 - Loss or damage resulting from the bedding down of new buildings or the settlement of newly made up ground.
 - Loss or damage to solid floors unless the walls of the **Structure** are damaged at the same time by the same event.
 - Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the **Structure**.
 - Loss or damage resulting from demolition of or alteration or repair to the **Structure** or the site on which the **Structure** stands.

We will pay for

12. Accidental Damage or accidental loss.

We will not pay for

12. Loss or damage while the leisure home is **Hired Out**.

Loss or damage to **Contents** not inside the **Structure**.

Loss or damage while the **Structure** is **Unoccupied**.

Loss or damage which is specifically excluded elsewhere in Section 1: Structure & Contents.

The cost of maintenance.

Loss or damage caused by faulty workmanship or design or the use of faulty materials.

Loss or damage caused by wear and tear, atmospheric or climate conditions, rot, fungus, insects, vermin, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradual, long-term or sustained cause.

Loss or damage caused by mechanical or electrical breakdown.

Loss or damage to computers or computer equipment:

- a) by erasure or distortion of data
- b) by accidental erasure or mislaying or misfiling of documents or records
- c) by viruses
- d) by contamination.

Loss or damage caused by any domestic pet lawfully in the **Structure**.



We will pay for	We will not pay for
<p>B. Frost Damage to Plumbing Installations</p> <p>Frost damage to interior boiler; fixed domestic water or heating installations.</p>	<p>B. Loss or damage while the Structure is:</p> <ul style="list-style-type: none"> a) Insufficiently furnished for normal occupation, or b) Your Primary Residence, furnished for normal occupation, and has not been occupied for more than 30 consecutive days between 1st November and 31st March, or c) Not Your Primary Residence, furnished for normal occupation, and has not been occupied for more than 72 consecutive hours between 1st November and 31st March. <p>Unless the water supply has been turned off at the mains and all systems drained with the exception of sealed central heating systems that have been professionally fitted, contain anti-freeze and are maintained to the manufacturers specification.</p> <p>Any boiler or fixed heating or water installation over 10 years old.</p>
<p>C. Breakage of Glass, Mirrors and Sanitary Ware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a) Glass, sanitary ware and ceramic hobs, all forming part of the Structure. b) Mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the Structure. 	<p>C. Loss or damage caused while the Structure is Unoccupied.</p>
<p>D. Damage to Underground Services</p> <p>Accidental Damage to underground services to the Structure for which You are legally responsible.</p>	<p>D. Loss or damage caused while the Structure is Unoccupied.</p>

We will pay for	We will not pay for
<p>E. Damage to Electrical Equipment</p> <p>Accidental Damage to televisions, radios, home computers, rented telephone equipment, audio and video equipment in the Structure.</p>	<p>E. Loss or damage to records, films, tapes, cassettes, discs, cartridges or styli.</p> <p>Loss or damage caused by wear and tear, mechanical or electrical defect, chewing, scratching, tearing, cleaning, repair, restoration, use contrary to makers' instructions, rot, fungus, insects, vermin, action of light or any atmospheric or climate condition or gradually operating cause.</p> <p>Loss or damage to equipment designed to be portable whilst it is being transported, carried or moved.</p> <p>Loss or damage caused while the Structure is Unoccupied.</p> <p>Loss or damage to computers or computer equipment:</p> <ul style="list-style-type: none"> a) by erasure or distortion of data b) by accidental erasure or mislaying or misfiling of documents or records c) by viruses d) by contamination.
<p>F. Household Removal</p> <p>Accidental Damage or accidental to Contents while in direct transit from the Structure for permanent removal to another within the United Kingdom.</p>	<p>F. Loss or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.</p> <p>Loss or damage caused by scratching, denting or bruising.</p> <p>Loss of or damage to property in storage.</p> <p>Loss or damage insured under another policy.</p> <p>Loss or damage to Money or Valuables.</p>



We will pay for	We will not pay for
<p>G. Additional Costs</p> <p>We will pay for the additional cost of:</p> <ol style="list-style-type: none"> Resiting and delivery Complying with Government or Local Authority requirements Architects, engineers, surveyors and other professional fees Clearing debris, demolition, shoring or propping up necessary <p>as a result of loss or damage insured by Section 1: Structure & Contents – A. Standard Cover.</p>	<p>G. Costs for complying with Government or Local Authority requirements notified before the loss or damage occurred.</p> <p>Professional fees charged for preparing any claim made under this policy.</p> <p>Any costs which have not been previously agreed by Us.</p>
<p>H. Contents Temporarily Removed</p> <p>Up to 15% of the Contents sum insured for Contents while temporarily removed from the Structure but within the United Kingdom when in:</p> <ol style="list-style-type: none"> any private home where someone is living; a bank or safe deposit; any trade premises for making up, alteration, renovation, repair, cleaning, dyeing or valuation; any building in which You or a member of Your Family work, <p>which is caused by:</p> <ol style="list-style-type: none"> Loss or damage insured under Section 1 – Structure & Contents – A. Standard Cover; except theft or attempted theft. Theft or attempted theft: <ol style="list-style-type: none"> From or during direct transit to or from any bank or safe deposit; From any building where You or Your Family are employed or carry on business or reside; From any building where entry or exit has been gained by violent and forcible means. 	<p>H. Loss or damage to property for sale or away on exhibition or in a furniture depository.</p> <p>Loss or damage arising from the use of keys left unattended in, on or around the home.</p> <p>Loss of or damage to guests' belongings.</p> <p>Theft of Money unless involving forcible and violent entry into or exit from a building.</p> <p>Storm, flood or malicious damage to property which is not in a building.</p> <p>Loss or damage to Contents in the custody or control of You or Your Family whilst temporarily living away from the Structure for the purposes of education.</p>

We will pay for	We will not pay for
<p>I. Temporary Accommodation and Loss of Rent</p> <p>Up to 20% of the Structure and Contents sum insured (other than when the Structure is being Hired Out then the amount is up to 10% of the Structure and Contents sum insured) for:</p> <ol style="list-style-type: none"> The reasonable costs of temporary accommodation; Loss of rent payable to You; Ground rent which continues to be payable by You; Emergency kennelling for Your domestic pets; <p>during the period necessary to restore Your Structure to a habitable condition, as a result of loss or damage insured under Section 1: Structure & Contents – A. Standard Cover.</p>	<p>I. More than two weeks of accommodation or rental costs when the Structure is not Your Primary Residence for any one claim.</p> <p>Any costs associated with keeping livestock and/or horses.</p> <p>Any subscription-based services to Your alternative accommodation.</p> <p>Any costs You incur without Our prior agreement.</p>
<p>J. Compensation for Death in Your Home</p> <p>£10,000 if You or Your spouse, partner; or civil partner is fatally injured in the Structure as a direct result of fire, explosion or physical assault.</p>	
<p>K. Theft or Loss of Keys</p> <p>The reasonable cost for the replacement of external door locks to the Structure if Your keys are stolen or lost.</p>	<p>K. Loss arising from keys left unattended in, on or around the Structure.</p>
<p>L. Frozen Food</p> <p>Up to £250 for spoilage of domestic food in any freezer at Your Structure caused by any malfunction or change in temperature in the freezer.</p>	<p>L. Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electric supply to Your Structure.</p> <p>Spoilage resulting from strike, lock-out or industrial dispute.</p>
<p>M. Contents at University/College</p> <p>Up to £2,000 for Contents temporarily removed from the Structure, but within the United Kingdom, for the purposes of education as a result of loss or damage insured by Section 1: Structure & Contents – A. Standard Cover.</p>	<p>M. Loss or damage caused by theft or attempted theft unless involving forcible or violent entry or exit from a building.</p> <p>Loss of or damage to Contents insured under any other policy.</p>



We will pay for	We will not pay for
<p>N. Wedding Gifts Cover</p> <p>Up to £3,500 for wedding gifts as a result of loss or damage insured by Section 1: Structure & Contents – A. Standard Cover for one month before and one month after the wedding day of You or Your Family.</p> <p>Cover applies while in:</p> <ol style="list-style-type: none"> The Structure. The building where the reception is held. The married couples' Primary Residence. Transit between any of the places specified above. 	
<p>O. Metered Water and Loss of Oil</p> <p>Up to £750 for loss of metered water or domestic heating oil following Accidental Damage to interior fixed domestic heating or water installations situated in or on the Structure.</p>	<p>O. Loss or damage caused while the Structure is Unoccupied.</p>
<p>P. Garden Cover</p> <p>If Your garden is damaged by fire, explosion, lightning, malicious persons, riot, theft or attempted theft, damage by vehicles, animals or aircraft We will pay the cost of re-landscaping up to £750, but not more than £250 for any one tree, shrub or plant.</p>	<p>P. Loss or damage to items not contained within the boundaries of the Land.</p> <p>Loss or damage caused by You or Your Family.</p> <p>Loss or damage caused by any person lawfully in the Structure.</p> <p>Loss or damage caused by theft when the Structure is Unoccupied.</p> <p>Loss or damage to any plant, shrub or tree grown for business purposes.</p>
<p>Q. Emergency Access</p> <p>Damage to Your Structure caused by forced access to attend a medical emergency or an event which could result in damage to the Structure.</p>	

We will pay for	We will not pay for
<p>R. Liability to the Public</p> <p>Up to £5,000,000 for any one cause, plus defence costs and expenses incurred by You with Our consent, to indemnify You or Your Family against legal liability for:</p> <ul style="list-style-type: none"> a) Accidental death, bodily injury or disease of any person. b) Accidental Damage to property arising: <ul style="list-style-type: none"> i) From the ownership or occupation of the Structure and the Land. ii) From any other private residence formerly owned and occupied by You and which You have sold and incurred by reason of Section 3 of the Defective Premises Act 1972, provided that no other insurance covers the liability. iii) From the employment of any domestic employee. iv) In any other personal capacity anywhere in the United Kingdom or during a temporary visit worldwide. 	<p>R. Liability arising from:</p> <p>Accidental death, bodily injury, illness or disease to You or Your Family and Extended Family.</p> <p>Loss or damage to property which belongs to You or Your Family and Extended Family, household or is in their custody or control.</p> <p>The ownership of any building or land other than the Structure and Land.</p> <p>Any profession, business, or employment of You or Your Family other than the Structure being Hired Out for residential purposes.</p> <p>The ownership, possession or use of any aircraft, watercraft or mechanically propelled vehicle (including the use of unmanned drones) other than liability arising from domestic gardening machinery.</p> <p>Any agreement or contract unless liability would have applied anyway.</p> <p>Actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.</p> <p>The ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.</p> <p>Any criminal, wilful, intentional or malicious act or omission by Your Family and Extended Family.</p> <p>Acts or omissions of Your Family and Extended Family which are intended to result in or would be expected by a reasonable person to cause, property damage or personal injury. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended, unless acted with reasonable force to protect any person or property.</p> <p>Any disease that can be passed from one person to another.</p>



We will pay for	We will not pay for
	<p>Sexual molestation or corporal punishment.</p> <p>Personal injury arising out of any actual, alleged or threatened:</p> <ul style="list-style-type: none"> a) sexual molestation, misconduct or harassment; b) corporal punishment; or c) sexual, physical or mental abuse. <p>Death or illness of or bodily injury to You or Your domestic staff.</p> <p>Damage to property belonging to or being looked after by You or Your domestic staff.</p> <p>Any liability arising from an award of a court outside the United Kingdom.</p>
<p>S. Unrecovered Court Awards</p> <p>Up to £1,000,000 for sums which You or Your Family have been awarded for accidental death, bodily injury or disease or Accidental Damage to property of the type described in Section 1: Structure & Contents – R. Liability to the Public and where We are satisfied that these sums are not recoverable from the party held responsible by the court.</p> <p>The award must be made in a court in the United Kingdom and must not be the subject of any appeal.</p>	
<p>T. Title Deeds</p> <p>Up to £2,500 for the cost of preparing new title deeds to the Structure if they are lost or damaged by circumstances insured by Section 1: Structure & Contents – A. Standard Cover when in the home or in Your bank.</p>	

We will pay for

Extra Cover

This cover is only in force if shown in the **Schedule**.

U. Hiring Out

Loss or damage to the **Structure, Additional Structures and Contents** caused while the leisure home is **Hired Out** as per the cover stated under Section 1: Structure & Contents.

The following exclusions stated under Section 1: Structure & Contents, do not apply to 'U. Hiring Out'.

Under 'A. Standard Cover':

- Loss or damage caused by persons lawfully in the **Structure** under item 4. Malicious persons or vandals.
- Loss or damage while the leisure home is **Hired Out** under item 7. Theft or attempted theft.
- Damage while the leisure home is **Hired Out** under item 12. Accidental Damage or accidental loss.

Under 'P. Garden Cover':

- Loss or damage caused by any person lawfully in the **Structure**.

We will not pay for

U. The first £250 of any claim for loss or damage caused by malicious persons or vandals, theft or attempted theft and **Accidental Damage**.

Loss or damage if **Your** leisure home is:

- **Hired Out** for more than 4 consecutive weeks or;
- **Hired Out** for more than a total of 20 weeks in any one **Period of Insurance** or;
- not inspected by **You** or someone acting on **Your** behalf within 72 hours after each occasion the **Structure** is **Hired Out**.



Section 2: Personal Possessions

This section only applies to **You** if set out in **Your** policy **Schedule**.

We will pay for	We will not pay for
<p>Loss or damage to Personal Possessions and Money owned by You or Your Family anywhere in the world.</p>	<p>The amount of any Excess shown in Your Schedule.</p> <p>Theft or attempted theft of Personal Possessions while the Structure is Unoccupied.</p> <p>Theft from any unattended motor vehicle unless involving forcible and violent entry into the vehicle and the Personal Possessions stolen were kept out of view in a locked boot or glove compartment.</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Wear and tear; fungus, insects, vermin, Your pets, any gradual, long-term or sustained cause or atmospheric or climatic conditions or depreciation. • Cleaning, alteration or repair. • Mechanical or electrical breakdown. • Detention or confiscation by customs or other officials. • Deception unless deception is only used to gain entry to the Structure. <p>Loss or damage to:</p> <ul style="list-style-type: none"> • Sports equipment whilst in use. • Musical instruments by scratching or denting. • Pedal cycles while in the course of racing, pace making or trials. • Pedal cycles by theft unless securely locked when unattended away from the Structure. • Pedal cycle tyres or accessories unless the pedal cycle is lost or damaged at the same time. • Money by mistake in change, counting or overpayment. • Personal Possessions or Money held for professional or business purposes. • Watercraft propelled by hand (such as a surfboard or rowing boat).

Claims under Section 1: Structure & Contents and Section 2: Personal Possessions Claims

If cover for both Structure and Contents are not selected under Section 1, cover under this section will be restricted as per the table below. Please refer to the corresponding section for full details on cover provided.

Structure and/or Additional Structures only covered – the following subsections do not apply:	Contents only covered – the following subsections do not apply:
<ul style="list-style-type: none"> C. Breakage of Glass, Mirrors and Sanitary Ware: <ul style="list-style-type: none"> b) Mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the Structure. E. Damage to Electrical Equipment F. Household Removal H. Contents Temporarily Removed J. Compensation for Death in Your Home L. Frozen Food M. Contents at University/College N. Wedding Gifts Cover R. Liability to the Public: <ul style="list-style-type: none"> b) Accidental Damage to property arising <ul style="list-style-type: none"> iii) From the employment of any domestic servant and iv) In any other personal capacity anywhere in the United Kingdom or during a temporary visit worldwide. T. Title Deeds 	<ul style="list-style-type: none"> B. Frost Damage to Plumbing Installations C. Breakage of Glass, Mirrors and Sanitary Ware: <ul style="list-style-type: none"> a) Glass, sanitary ware and ceramic hobs, all forming part of the Structure. D. Damage to Underground Services G. Additional Costs Q. Emergency Access R. Liability to the Public: <ul style="list-style-type: none"> b) Accidental Damage to property arising <ul style="list-style-type: none"> ii) From any other private residence formerly owned and occupied by You and which You have sold and incurred by reason of Section 3 of the Defective Premises Act 1972, provided that no other insurance covers the liability.



Structure and Contents

The total amount payable under subsection A. Standard Cover will not exceed the respective sums insured on the **Structure** and **Contents** shown in **Your** policy **Schedule**.

The following limits apply to Section 1: Structure & Contents:

- **Money** up to £250 in total for any one claim
- **Valuables** up to £1,500 for any one item and 30% of the **Contents** sum insured in total
- **Contents** in the open within the boundaries of the **Land** is limited to £350 for any one claim.

Sums insured will not be reduced by the amount of any claim.

Personal Possessions

Unspecified **Personal Possessions**.

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

- i) The sum insured as stated on **Your Schedule**.
- ii) £300 in respect of any one **Personal Possessions** for any single item (increased to £750 if the leisure home is **Your Primary Residence**).
- iii) £1,000 for theft from any unattended motor vehicle.
- iv) £200 in respect of **Money** for any one claim.

The sums insured for unspecified **Personal Possessions** will not be reduced by the amount of any claim made under this cover.

Specified Personal Possessions

The most **We** will pay is the sum insured for that item shown in **Your Schedule**. The sum insured must be enough to replace the item

The sum insured under this section will no longer be covered after total loss or destruction of a specified item covered under the policy. **You** will need to tell **Us** if **You** wish for any replacement item to be insured again as a specified personal possession as the policy will not automatically cover this item.

How We settle claims

New for Old

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

We will decide whether to repair, cash settle or replace any item as new if available (or otherwise with the nearest equivalent) and **We** will have the option to do this by using one of **Our** suppliers. If **We** can offer a repair or a replacement but **We** agree to make a cash payment instead, this payment will be limited to the cost of repair or replacement to **Us** by **Our** preferred supplier. If the item cannot be repaired or replaced with a like replacement by using one of **Our** suppliers, **We** will pay for the full replacement cost.



We will make a deduction for wear and tear on clothing, household linen and items that have not been maintained in a good state of repair.

We will pay the hire purchase company if the item is under a hire purchase agreement.

For any section of cover **We** will not pay more than the sum insured stated in each section of **Your Schedule**.

Market Value

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

For settlement of **Structure** and **Additional Structures** claims:

- **We** will decide whether to repair the item or provide a cash settlement based on the Market Value.
- **We** will make a deduction for wear and tear on items that have not been maintained in a good state of repair.
- **We** will pay the hire purchase company if the item is under a hire purchase agreement.

For settlement of **Contents** and **Personal Possessions** claims **We** will decide whether to:

- repair the item;
- replace the item as new with a deduction for age and wear and tear;
- provide a cash settlement limited to the replacement cost of the item as new, with a deduction for age and wear and tear.

For any section of cover **We** will not pay more than the sum insured stated in each section of **Your Schedule**.

Matching items

If part of a set, suite, group or collection of items is lost or damaged, **We** will not pay the cost to replace or alter any of the undamaged items solely because they are part of the same set, suite, group or collection.

How to make a claim

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **Our** rejection of the claim if it is made so long after the event that **We** are unable to investigate it fully, or may result in **You** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.

To make a claim, check **Your** policy **Schedule** to make sure **You** have the appropriate cover and follow the instructions detailed below under 'Loss of or damage to property' and 'Legal liability'.

a. Loss of or damage to property

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

- i) As soon as reasonably practicable report to the police any theft or attempted theft, malicious damage, vandalism or loss of or damage to the property.
- ii) Advise Everywhen as soon as reasonably practicable and at **Your** expense provide full written details and supporting documents as requested by them. If **We** do not receive the information **We** reasonably request, this may affect **Our** ability to assess **Your** claim and **Your** claim could be rejected.
- iii) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property.



b. Legal liability

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

- i) Advise Everywhen as soon as reasonably practicable and provide full written details and assistance as requested by them.
- ii) As soon as reasonably practicable send Everywhen any letter or other legal document issued against **You** or **Your Family** without answering it.
- iii) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

When notifying **Us**, please provide **Us** with **Your** policy number and as much information as possible to help **Us** deal with **Your** claim quickly and fairly. Please contact **Us** using one of the methods detailed below:

In writing: Everywhen, PO Box 800, Elland HX19ET

Email: leisurehomeclaims@davies-group.com

Telephone: **0330 018 2293**

Claims lines are open 9am-5pm, Monday-Friday.

Conduct of claims

a. Our rights

In the event of a claim **We** may:

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

b. Recovery of lost or stolen property

If any lost or stolen property is recovered, **You** must contact the claims team as soon as reasonably practicable using the contact information provided in the 'How to get in touch' section at the start of this document.

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

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

c. Underinsurance

If the sum insured is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

For example, if the sum insured represents only one half of the full replacement cost, **We** will only pay one half of the amount of the claim.



Exclusions applying to Section 1: Structure & Contents and Section 2: Personal Possessions

This policy does not cover any loss, damage, liability or injury nor any loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

1. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event.

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

2. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to:

- a) the use or threat of force and/or violence and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

3. Any action taken in controlling, preventing, suppressing or in any other way relating to **1** or **2** above.

4. Sonic bangs

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Radioactive contamination

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

6. Loss in value

Loss in value of any property following repair or replacement.

7. Pollutions

Pollution or contamination of any sort and however caused.



8. Any loss (including loss of value) of or damage to the **Land** or any part of the **Land**.

9. Confiscation

Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.

10. Sanctions

We shall not be deemed to provide cover and **We** 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, Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

11. Uninsurable Risks

Loss or damage caused by, or arising from, wear and tear (which shall include seepage of water through seams and seals into the **Structure** and due to lack of grouting or sealant), depreciation, mechanical or electrical breakdown, mould, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light, or any other gradual, long-term or sustained cause.

12. Intentional Acts

We do not cover any loss or damage deliberately caused by **You** or a **Family** member.

13. Dishonest acts

We do not cover any loss or damage caused by any dishonest or criminal act by, or at the direction of, **You** or a **Family** member.

14. Existing damage

We do not cover any loss or damage which occurred prior to the policy period.

15. Cyber exclusion

In no case shall **We** cover loss, damage or liability directly or indirectly caused by or contributed to, by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

Conditions applying to Section 1: Structure & Contents and Section 2: Personal Possessions

1. Reasonable care

You must take reasonable care to make sure that all facts and information that **You** provide **Us** with when **You** take out, renew, or request changes to the cover provided by the policy, are accurate and complete.

If **You** fail to exercise reasonable care, **We** may treat the policy as if it had not existed from the effective date, renewal date or date when any changes were made to the policy (as the case may be) if they:

- a) deliberately or recklessly gave **Us** inaccurate or incomplete information; or
- b) did not take reasonable care to give **Us** accurate and complete information in circumstances where **We** would not have covered **You** at all, had **We** known about such information. **We** will return the premium provided that **You** did not deliberately or recklessly provide **Us** with inaccurate or incomplete information.

In all other cases, **We** may refuse to pay all or part of a claim, depending on what **We** would have done if **You** had taken reasonable care to provide **Us** with accurate and complete information. If **We** would have insured **You** on different terms (other than in relation to premium), then the policy will be treated as if it had contained such terms. In such circumstances, **We** will only pay a claim if the claim would have been covered by a policy containing such terms. If **We** would have provided **You** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **We** would have charged. For example, **We** will only pay half of the claim, if **We** would have charged double the premium.

If this policy covers more than one insured person and an insured person fails to comply with this condition, **We** may rely on **Our** rights under this condition as against that insured person, as if a separate policy had been issued to them, leaving the remainder of the policy and the rights of other insured persons unaffected.

2. Cancellation

Cancellation within 14 days

Everywhen will refund **Your** premium in full if, within 14 days of receiving the **Policy** documents (or for renewal, within 14 days of **Your** policy renewal date) **You** decide that the **Policy** does not meet **Your** needs, providing that **You** have not reported or are intending to report a claim. **You** should inform **Us** of **Your** decision, in writing or by phone on **01242 528844**.

Cancellation after 14 days

Section 1: Structure & Contents and Section 2: Personal Possessions

If **You** have not claimed within the **Period of Insurance** **You** will be charged for the time **We** have provided cover for **You** (including Insurance Premium Tax and any applicable administration charges). Any remaining balance will be refunded back to **You**. Details of the applicable Everywhen administration charges can be found in the policy documentation issued to **You**.

If **You** are cancelling **Your Policy** during the **Period of Insurance** where **You** have suffered a claim, there will be no return premium.



Section 3: Leisure Home Emergency Assistance, Section 4: Leisure Home Legal Protection Insurance, Section 5: Key Protection and Section 6: Excess Protection

These sections are non-refundable upon cancellation of the **Policy** and no return premium will be provided. Cover will cease from the date that **Your Policy** is cancelled.

Where **You** cancel **Your** policy and **You** pay under a credit agreement with Premium Credit Limited, **You**, authorise Everywhen on **Your** behalf to cancel **Your** credit agreement with Premium Credit Limited.

To exercise **Your** right to cancel **Your** policy, please contact **Us** as per the contact information provided in the 'How to get in touch' section at the start of this document.

Paying by instalments

If **You** pay **Your** premium under a credit agreement and **You** fail to make a payment, **Your** policy may be cancelled by giving **You** seven days' notice to **Your** last known address, and **We** may refuse **Your** claim or take the balance of any outstanding premium due to **Us** from any claim payment **We** make to **You**. This means that **We** will fulfil **Our** obligations to any claims against **Your** policy by a third party but seek full recovery of any payments made under **Your** policy directly from **You**. This may include the instruction of solicitors or other recovery agents.

Our cancellation rights

We can cancel this contract of insurance by giving **You** fourteen (14) days' notice in writing. Any return premium due to **You** will depend on how long this contract of insurance has been in force.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non-payment of premium;
- Non-co-operation or failure to supply any information or documentation **We** request;
- **We** establish that **You** have provided **Us** with incorrect information;
- The use of threatening or abusive behaviour or language;
- Failure to take reasonable care of the property insured.

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **Period of Insurance**.

3. Other insurance

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

4. Fraudulent acts

If **You** make a fraudulent claim under this insurance contract, **We**:

- a) are not liable to pay the claim;
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act; and
- d) may inform the police, other financial services organisations and anti-fraud databases, as set out under 'Fraud prevention and detection' paragraph under 'The legal stuff' section of this policy booklet.



If **We** exercise **Our** right under c) above:

- **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- **We** need not return any of the premiums paid.

If this policy covers any person who is not a party to the insurance contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may rely on **Our** cancellation rights under condition 2 above as if there were an individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other covered person.

5. Governing law

Unless **You** and **We** agree otherwise, this policy is governed by the law that applies in the part of the **United Kingdom** where **You** normally live and those courts of the parts of the **United Kingdom** will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, **We** will communicate with **You** in English.

6. Assignment

This policy may not be assigned or transferred unless agreed by **Us** in writing.

7. Non-payment of premiums

Everywhen reserve the right to cancel this policy as per **Our** cancellation rights in the event of non-payment of the premium.

If the premium is payable on a monthly basis, it is due by the first premium due date and subsequently on the advised date each month thereafter. Each premium paid purchases cover under the terms of this policy for the period between that payment and the next payment due date, with the policy period never exceeding 12 months.

If the premium is payable annually, it is due by the first premium due date and on each anniversary of that date. Each premium paid purchases cover in the terms of this policy for the 12 calendar months following the due date.

If any premium is not paid on the date it is due, **You** have 21 days in which to pay it. If it is not paid during that period, the policy will be automatically cancelled from the date on which the unpaid premium was due. If the premium is paid during the 21 day period, then cover will operate as if it had been paid on the due date. No claims will be paid for any accident that occurs after the 21 days have passed if the premium remains unpaid.

8. Rights of third parties

Only **You**, an insured person (or their executor or legal representative in the event of the death of an insured person) and **Us** may enforce the terms of this policy. The provisions of the Contract (Rights of Third Parties) Act 1999 do not apply.



Section 3: Leisure Home Emergency Assistance

Your schedule will show **You** if this cover has been selected and paid for and is in force.

Complaints relating to cover or claims under Section 3

Please contact:

Email: **complaints@legalprotectiongroup.co.uk**

Phone: **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)

Post: Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court,
Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

As soon as a complaint is received

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **Our** letter will also outline the result of **Our** investigation. If **Our** investigation is not resolved within five business days, **We** will aim to respond within four weeks of receiving the complaint. If the complaint is about another party, such as a service provider, **We** will refer details of the complaint to that other party and confirm this course of action to **You** in writing.

After We have investigated the complaint

We will write to **You** immediately notifying **You** of the outcome of **Our** investigation. **We** will also advise that if **You** are not satisfied with the outcome, **You** may refer the matter to the Financial Ombudsman Service within the next six months.*

If We cannot resolve the complaint within 4 Weeks

We will write to **You** and inform **You** that **Our** investigation is continuing, giving the reasons for the delay and a date by which **We** expect to be able to contact **You** again.

If We cannot resolve the complaint within 8 Weeks

We will inform **You** of the reasons for the further delay and advise that if **You** are not satisfied with **Our** progress then **You** may refer the complaint to the Financial Ombudsman Service within the next six months.*

*If **You** do not refer **Your** complaint within the six month period, the **Insurer** will not permit the Financial Ombudsman Service to consider **Your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **Your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

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

Phone: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also visit **financial-ombudsman.org.uk** and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect Your right to take legal action.



The insurance under this section is managed by Legal Protection Group Limited (referred to in this section as **We, Us, Our**) on behalf of the **Insurer**, Financial & Legal Insurance Company Limited. Further information about **Us** and the **Insurer** can be found under **Definitions Applying to Section 3 of this Policy**.

This is **Your** Leisure Home Emergency Assistance policy document and it provides evidence of the contract between **You** and the **Insurer**. This document forms part of **Your** policy, along with **Your** policy schedule and any endorsements. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and **Us** and the **Insurer**.

Please carefully read all documents and contact the person who sold **You** this insurance if **You** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **You** inform the person who sold **You** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **You** need to refer to its terms and conditions or make a claim.

Contract of Insurance

In return for **You** paying or agreeing to pay the premium and following an **Emergency**:

- a) **We** will arrange the emergency assistance services detailed in this section of the policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b) the **Insurer** will pay **Emergency Assistance Costs** which **We** have agreed to for **Emergency Repairs**.

Provided that:

- i) the **Emergency** happens in the **Territorial Limit**;
- ii) the **Emergency** is reported to **Us** upon discovery and within the **Period of Insurance**; and
- iii) an **Insured Person** agrees to use an **Authorised Repairer** selected by **Us** and agrees to **Our** or the **Authorised Repairer's** decision on the most suitable method to resolve the **Emergency**.

Information regarding Your policy

Leisure Home maintenance

This insurance is designed to provide cover for an **Emergency** only and is not intended to cover matters which can be prevented through routine general maintenance such as servicing the **Main Source of Heating**. This insurance also **does not cover** the cost of replacement parts which tend to wear out over a period of time such as replacing a washer in a tap.

Examples of events **not** classed as an **Emergency** include, but are not limited to:

- Water dripping from a tap and escaping safely down a drain.
- A light bulb which no longer works and needs replacing.
- A plug fuse which needs replacing.
- The **Main Source of Heating** is making a rattling noise but is still functioning.



Minimising the risk of a Leisure Home Emergency

Routine maintenance can help prevent an **Emergency** from happening or can reduce the extent of damage caused to **Your Leisure Home**. The following can help to protect **Your Leisure Home**:

- Regular servicing of gas appliances by a Gas Safe engineer to reduce the risk of a boiler breakdown or a build-up of carbon monoxide.
- Getting electrics checked by a registered electrician to reduce the risk of power cuts.
- Cleaning basins, baths and shower drains to prevent the risk of blockages.
- Disposing of rubbish and food waste correctly to prevent the risk of an infestation of **Pests**.
- Visibly check the roof for any dislodged or damaged tiles which could lead to water ingress.

Major emergencies

If a situation arises which could cause injury to any person or major damage to **Your Leisure Home**, the Emergency services should be contacted immediately.

Gas leaks

If an **Insured Person** has reason to believe that there is a gas leak, they should contact the National Gas Emergency Service immediately on **0800 111 999** and follow their instructions.

Power cut

If **Your Leisure Home** suffers a power cut or outage, firstly check **Your** fuse box to make sure one of the fuses has not tripped. If this does not resolve the issue then the relevant utilities company responsible for supplying the service should be contacted.

No water supply

If there is no water supply or the water pressure in **Your Leisure Home** has dropped and there are no planned interruptions to **Your** water supply, the relevant utilities company responsible for supplying the service should be contacted.

Please note that there is no cover under this insurance for any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies.

What to do if You need to make a claim

In the event of an **Emergency**, please note **Your** policy number and contact **Our** dedicated Emergency assistance helpline straightaway on **0800 999 4205** quoting Scheme Reference FLISCH900. This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please note the following important information:

- a) **You** cannot claim for an **Emergency** which happens or was known about before the start date of this insurance or within the first 14 days of **Your Period of Insurance** unless **You** have renewed an existing policy.
- b) Be ready to provide the full address and postcode of **Your Leisure Home** and supply as much information as possible about what has happened which will help **Us** to give the best possible advice and decide on the most appropriate form of assistance. If **We** agree that the **Emergency** requires the attendance of a contractor to carry out **Emergency Repairs**, **We** will always appoint an **Authorised Repairer**.

- c) Under no circumstances should an **Insured Person** instruct a contractor or incur any **Emergency Assistance Costs** before **We** have agreed to help as the **Insurer** will not pay any costs incurred without **Our** agreement.
- d) The **Authorised Repairer** will always aim to carry out **Emergency Repairs** within the timescales given to an **Insured Person** but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. **We** will always let the **Insured Person** know of any delays as soon as possible.
- e) The **Authorised Repairer** will attempt to carry out a **Temporary Repair** and it is then **Your** responsibility to carry out any subsequent **Permanent Repair**. Where a **Permanent Repair** is no more costly than a **Temporary Repair**, the **Authorised Repairer** will attempt a **Permanent Repair** but this will always depend on the circumstances and type of **Emergency**.
- f) If the cost of **Emergency Repairs** is likely to exceed the maximum amount the **Insurer** will pay for each **Emergency** (see **Meaning of words and terms – Emergency Assistance Costs**), the **Authorised Repairer** can continue to provide **Emergency Repairs**, subject to **Your** agreement, but **You** will be responsible for any additional costs.
- g) If **We** are unable to cover an **Insured Person's** claim then, subject to the extent of work required, **We** may still be able to arrange for an **Authorised Repairer** to visit **Your Leisure Home** but this will be under a separate agreement between **You** and the **Authorised Repairer** and all costs will be **Your** responsibility.

Definitions Applying to Section 3 of this Policy

Authorised Repairer

An appropriate tradesperson, appointed by **Us**, to respond to the **Emergency**.

Beyond Economic Repair

The point where the **Authorised Repairer** decides the cost of repairing **Your Main Source of Heating** (including labour and parts) is more than its value. This will take into account its age, make and model.

Domestic Electric or Gas Supply

The permanent electrical wiring system or gas supply pipe which supplies domestic power to **Your Leisure Home** through **Your** electricity or gas supply meter and which **You** are legally responsible for.

Note: This does not include the mains electricity or external gas supply which is the responsibility of the relevant utility company, burglar or fire alarm systems, CCTV surveillance systems, electrical appliances, light bulbs or fuses.

Emergency

A sudden and unforeseen incident which needs to be dealt with immediately to avoid:

- a) causing damage or further damage to **Your Leisure Home**;
- b) making **Your Leisure Home** unsafe, insecure or uninhabitable;
- c) leaving **Your Leisure Home** without any **Domestic Electric or Gas Supply, Internal Plumbing and Drainage** or **Main Source of Heating**; or
- d) exposing any person to a risk to their health and/or to their safety.



Emergency Assistance Costs

The **Insurer** will pay the following:

- a) where the **Authorised Repairer** agrees that **Your Leisure Home** is uninhabitable following an **Emergency We** have agreed to cover under this insurance, up to a total maximum amount payable of £200 (including VAT) for one night's alternative accommodation (room and, where necessary, cost of transport only); and
- b) for all other sections – up to £1,000 (including VAT) to cover an **Authorised Repairer**'s call-out charge, labour costs and, where necessary, parts and materials.

Emergency Repairs

Repairs and/or work carried out by an **Authorised Repairer** to resolve the immediate **Emergency**. This may involve a **Temporary Repair** or a **Permanent Repair** (if this is no more costly than a **Temporary Repair**).

Insured Person

You and any person who lives in or is staying at **Your Leisure Home** with **Your** permission.

Insurer

The insurance under Section 3 is underwritten by Financial & Legal Insurance Company Limited.

5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ. Registered in England under Company No. 03034220.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Reference Number 202915.

Internal Plumbing and Drainage

The water pipework, water storage and waste water drainage system which **You** are legally responsible for.

Note: This does not include supply pipes or drainage systems which are located outside **Your Leisure Home** and/or the responsibility of the relevant utility company.

Leisure Home

The property which is shown on **Your** policy schedule and situated in the **Territorial Limit**.

Note: This does not include:

- a) gates, walls, fences, hedges, garages, sheds, greenhouses and any other outbuildings not designed to be lived in;
- b) cesspits, fuel tanks, septic tanks, shower units, swimming pools or hot tubs and their plumbing or filtration systems;
- c) any shared facilities or communal parts of a property where **You** do not have sole responsibility.

Main Source of Heating

The main gas, electric or oil fuelled hot water or central heating system in **Your Leisure Home**.

Note: This does not include:

- a) any boilers over 10 years of age or with an output of over 60kw/hr;
- b) any form of non-domestic heating, under floor heating systems, warm air units, air or ground source heat pumps;
- c) any heating system which does not solely supply heating to **Your Leisure Home** or which is shared with neighbouring residences;
- d) thermostatic valves;
- e) any non-standard equipment added to **Your** heating system (for example Magnaclean or similar devices).

Period of Insurance

The period of time covered by this policy as shown in **Your** schedule and any further period(s) this insurance is renewed for.

Permanent Repair

Repairs and/or work required to put right the fault which caused the **Emergency** on a permanent basis. An **Authorised Repairer** may be able to complete this if it can be carried out during the same **Emergency** and at no more cost than a **Temporary Repair**, otherwise this will be **Your** responsibility.

Pests

Wasps' or hornets' nests, brown or black rats or house or field mice.

Temporary Repair

Repairs and/or work carried out by an **Authorised Repairer** to immediately resolve the **Emergency** but which will need to be replaced by a **Permanent Repair**.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

We, Us, Our

Legal Protection Group Limited, who administer and manage this insurance on behalf of the **Insurer**.

Legal Protection Group Limited, trading as LPG, is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. **You** may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH.

This Leisure Home Emergency Assistance insurance is underwritten by Financial & Legal Insurance Company Limited (the **Insurer**). Further information concerning the **Insurer** can be found within the definition of **Insurer**.

You, Your

The person named in the schedule who has purchased this insurance.

What is covered?

The Insurer will pay for	The Insurer will not pay for
<p>1. Internal Plumbing and Drainage</p> <p>Emergency Repairs following an Emergency which occurs as a result of a failure, blockage, leak or damage to the Internal Plumbing and Drainage or the only accessible toilet bowl or cistern in Your Leisure Home.</p>	<p>1. Internal Plumbing and Drainage</p> <ul style="list-style-type: none">i) Replacing hot and cold water storage tanks, external overflows, radiators, cylinders and immersion tanks;ii) Flexible hoses, sanitary ware (for example, sinks and basins) and domestic appliances (for example, washing machines or dishwashers);iii) Frozen pipes;iv) Any damage to drains which does not result in a leak inside Your Leisure Home or total failure or blockage;v) Accessing built over points of entry to drainage systems;vi) Misuse of the drainage system.



The Insurer will pay for	The Insurer will not pay for
<p>2. Domestic Electric or Gas Supply</p> <p>Emergency Repairs following an Emergency which occurs as a result of a complete failure of the Domestic Electric or Gas Supply or a leak from the internal gas supply pipe in Your Leisure Home.</p>	
<p>3. Windows, Doors and Locks</p> <p>Emergency Repairs following an Emergency which occurs as a result of failure to function or damage to the external doors, windows or locks in Your Leisure Home. An Authorised Repairer will attempt to make Your Leisure Home safe and secure which may involve boarding up windows and/or repairing broken locks.</p>	<p>3. Windows, Doors and Locks</p> <p>Internal doors, glass or locks.</p>
<p>4. Lost or Broken Keys</p> <p>Emergency Repairs following an Emergency which occurs as a result of the keys to Your Leisure Home unexpectedly breaking, becoming lost or getting locked inside Your Leisure Home and there is no immediate access to a spare set. An Authorised Repairer will attempt to gain access to Your Leisure Home and where necessary, make it safe and secure which may involve boarding up windows and/or repairing broken locks.</p>	
<p>5. Pest Infestation</p> <p>Emergency Repairs following an Emergency which occurs as a result of an infestation of Pests in Your Leisure Home.</p>	<p>5. Pest Infestation</p> <p>An infestation outside Your Leisure Home.</p>
<p>6. Main Source of Heating</p> <p>Emergency Repairs following an Emergency which occurs as a result of the failure to function or breakdown of the Main Source of Heating in Your Leisure Home, including:</p> <ul style="list-style-type: none"> a) a leak from Your Leisure Home's internal gas supply pipe between the meter and appliance; b) a loss of water pressure within Your boiler; c) a water leak from Your boiler. 	<p>6. Main Source of Heating</p> <ul style="list-style-type: none"> i) Descaling required due to hard water or corrosion; ii) Power flushing; iii) Routine maintenance, cleaning, servicing or manual adjustment of the controls to Your Main Source of Heating, including relighting the pilot light or flame; iv) Claims where no damage is evident to the Authorised Repairer. v) Any claims where Our Authorised Repairer has previously determined Your Main Source of Heating is Beyond Economic Repair but You have chosen not to replace it.

The Insurer will pay for	The Insurer will not pay for
<p>7. Main Source of Heating Beyond Economic Repair</p> <p>If the Authorised Repairer determines Your Main Source of Heating is Beyond Economic Repair, We will pay You £250 (including VAT) towards the cost of a brand new, like-for like, replacement.</p> <p>You must arrange and pay for the replacement and We will reimburse You providing We receive a valid proof of purchase within 90 days of Our Authorised Repairer attending Your Leisure Home.</p>	<p>7. Main Source of Heating Beyond Economic Repair</p> <ul style="list-style-type: none"> i) Radiators, radiator valves, hot water cylinders, convector heaters, inhibitors and water tanks; ii) Damage caused by scale, rust, sludge or debris within the Main Source of Heating or due to the chemical composition of the water (for example, if Your Leisure Home is situated in a hard water area); iii) Gas appliances (for example, ovens); iv) Damage to the flue caused by wear and tear; v) Adaptations to Your Main Source of Heating which do not comply with current legal regulations, for example if Your Leisure Home is rented as a holiday home and You are unable to supply Our Authorised Repairer with a valid CP12 document or Landlord Certificate. vi) Any claims where Our Authorised Repairer has previously determined Your Main Source of Heating is Beyond Economic Repair but You have chosen not to replace it.
<p>8. Temporary Heating</p> <p>If the Authorised Repairer is unable to repair Your Main Source of Heating during their first visit, We will give You the option to purchase temporary replacement heaters up to a value of £50 (including VAT).</p> <p>You must arrange and pay for the replacement heaters and We will reimburse You providing We receive a valid proof of purchase within 90 days of Our Authorised Repairer attending Your Leisure Home.</p>	



The Insurer will pay for	The Insurer will not pay for
<p>9. Roof Damage</p> <p>Emergency Repairs to the roof of Your Leisure Home following an Emergency which occurs as a result of adverse weather conditions or fallen trees.</p> <p>Please note that:</p> <ul style="list-style-type: none"> i) an Authorised Repairer will attempt to prevent any further damage or water ingress which may involve using a tarpaulin or similar material to resolve the Emergency; and ii) please refer to the relevant section of Your Leisure Home insurance policy for loss or damage to buildings and/or contents, which may include the costs of a Permanent Repair. 	

General exclusions applying to Section 3

There is no cover for:

1. Claims arising before or within 14 days of this insurance starting

Any claim where the **Emergency** or event happened or was known about:

- a) before this insurance started; or
- b) within the first 14 days of the start date of this policy.

2. Costs incurred and action taken which We have not authorised

- a) Any **Emergency Assistance Costs** incurred:
 - i) before **We** have been notified of a request for **Emergency Repairs**; and/or
 - ii) which **We** have not authorised or for work which has not been carried out by an **Authorised Repairer**.
- b) Any action taken by an **Insured Person** which **We** or the **Authorised Repairer** have not agreed to.

3. Wear and tear

Any claim for items or parts which need to be replaced as a result of natural wear and tear including, but not limited to, tap washers, light bulbs, fuses in plugs or the cost of updating essential services including re-wiring of internal electrics.

4. Failure to carry out Leisure Home maintenance

Any claim which would have been prevented through routine maintenance of **Your Leisure Home** including, but not limited to, servicing of the **Main Source of Heating** and removing debris from guttering and drain pipes.



5. Failure to carry out remedial work or Permanent Repairs

Any claim where an **Insured Person** has failed to carry out remedial work recommended to them or where an **Authorised Repairer** has carried out a **Temporary Repair** and an **Emergency** has recurred due to an **Insured Person's** failure to subsequently carry out a **Permanent Repair**.

6. Warranties, design faults and incorrect installations or repairs

Any **Emergency Assistance Costs** or **Emergency Repairs** which are:

- a) covered by a manufacturer's, supplier's or installer's warranty or guarantee;
- b) a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements.

7. Unoccupied Leisure Homes

Any claim where **Your Leisure Home**:

- a) has remained unoccupied for the last 30 days in a row; and/or
- b) is not occupied by anybody aged 18 or over when an **Authorised Repairer** arrives at **Your Leisure Home** to attend to an **Emergency**.

8. Damage caused during repairs and losses not directly covered

Any costs arising from:

- a) damage caused to **Your Leisure Home** as a result of an **Authorised Repairer** having to gain access to **Your Leisure Home** or to access the Source of the **Emergency** including, but not limited to, tracing leaking pipes behind walls or under floors (depending on the circumstances, the **Authorised Repairer** will attempt to carry out **Emergency Repairs** but there is no cover under this insurance to reinstate **Your Leisure Home** to its original condition, although this may be covered under another section of **Your Leisure Home** insurance);
- b) losses which are not directly covered by this insurance including, but not limited to, replacing damaged personal belongings or loss of earnings if the **Emergency** results in an **Insured Person** having to take time off work.

9. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **Insured Person**.

10. Health and safety and restricted access

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an **Authorised Repairer**. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.

11. Mains utility services

Any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies, however they are caused.



12. Subsidence

Any claim arising from subsidence, bedding down of new structures, heave or landslip.

13. War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

General conditions applying to Section 3

An **Insured Person** must keep to these conditions as failure to do so may lead to **Us** refusing a claim or cancelling this insurance (please refer to condition 8).

1. An Insured Person's obligations

An **Insured Person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent a claim from occurring under this policy and to avoid incurring any unnecessary costs;
- c) ensure that **Your Leisure Home** and its systems and equipment are maintained in a good state of repair and serviced in accordance with the manufacturer's instructions;
- d) co-operate fully with **Us** and the **Authorised Repairer** and provide honest and accurate information at all times;
- e) accept **Our** or the **Authorised Repairer's** decision on the most suitable method of **Emergency Repairs** or choice of replacement parts used to resolve the **Emergency**;
- f) ensure that a **Permanent Repair** is completed as soon as possible following a **Temporary Repair** in order to prevent an **Emergency** from recurring.

2. Our rights

We can:

- a) reclaim **Emergency Assistance Costs** from an **Insured Person** if **Emergency Repairs** are completed but it is subsequently established that the request for Emergency assistance was not covered by this insurance;
- b) pursue another party (who is not an **Insured Person** under this insurance) to recover **Emergency Assistance Costs** paid by the **Insurer** if **We** believe that party to be responsible for causing the **Emergency**.
In these circumstances, an **Insured Person** must allow **Us** to take over and conduct any claim in their name and the **Insured Person** must also provide **Us** with any help and information **We** need.



3. Liability for additional costs and disruption in service

- a) The **Insurer** is only liable for **Emergency Assistance Costs** following an **Emergency** and any other costs subsequently incurred to complete a **Permanent Repair** or any other work carried out are not covered by this insurance and are subject to a separate agreement between an **Insured Person** and another contractor (including an **Authorised Repairer**).
- b) **We** and an **Authorised Repairer** will make every effort to provide the Emergency assistance services described in this policy but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond **Our** or the **Authorised Repairer's** reasonable control, such as severe weather conditions.

4. Parts availability

- a) Where an **Authorised Repairer** does not carry the spare parts needed for **Emergency Repairs**, **We** or the **Authorised Repairer** will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond **Our** or the **Authorised Repairer's** control.
- b) In order to carry out **Emergency Repairs**, the spare or replacement parts used by the **Authorised Repairer** may not be from the original manufacturer and may not be a like-for-like replacement.

5. Other insurance and apportionment of costs

If any **Emergency Assistance Costs** covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **Insurer** will only pay their share of these costs.

6. Disputes with Us

If there is a dispute between **You** and **Us** over this policy, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service.

7. Your cancellation rights

- a) **Cooling-off period**
For **Your** cancellation rights, please refer to page 37.
- b) **Outside the cooling-off period**
For **Your** cancellation rights, please refer to page 37.

In the event of cancellation, the person who sold **You** this insurance may apply an administration charge. Please contact them for more information on any charges.



8. Our cancellation rights

a) General

We can cancel the insurance under this section at any time, where there is a valid reason to do so, subject to providing **You** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- i) an **Insured Person** has failed to co-operate with **Us** or an **Authorised Repairer** and this failure has significantly hindered **Our** ability to deal with a claim or administer this insurance;
- ii) where **We** or an **Authorised Repairer** have reason to believe that **Your Leisure Home** is not being maintained to a good state of repair.

b) Fraudulent or dishonest claims

If **We** have evidence that an **Insured Person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **Us** or an **Authorised Repairer** when presenting relevant information in support of a claim, **We** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **You** any costs paid in respect of that claim which the **Insurer** otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

9. Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

10. Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **Us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

The Financial Services Compensation Scheme

The **Insurer** of this section is covered by the Financial Services Compensation Scheme (FSCS) and **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [fscs.org.uk](https://www.fscs.org.uk)

Financial & Legal data protection notice

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes.

The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What We process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.



Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**. There is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You**, please contact **Us**.

LPG data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **We** may need to share personal information which has been given to **Us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **Us** or on **Our** behalf. **We** will only request necessary information from an **Insured Person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **We** hold about an **Insured Person** will be retained by **Us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **We** may need to send an **Insured Person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **Us**.

In arranging and managing this insurance and administering claims, **We** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **Insured Person's** personal data to any other person or organisation without their consent.

You can find full details of **Our** privacy policy on **Our** website legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website ico.org.uk

An **Insured Person** has a right to obtain information **We** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

If an **Insured Person** has a concern about the way **We** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

Website: ico.org.uk/concerns

Phone: **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk



Section 4: Leisure Home Legal Protection Insurance

Your schedule will show **You** if this cover has been selected and paid for and is in force.

Complaints relating to cover or claims under Section 4

Please contact:

Email: **complaints@legalprotectiongroup.co.uk**

Phone: **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)

Post: Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court,
Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

As soon as a complaint is received

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **Our** letter will also outline the result of **Our** investigation. If **Our** investigation is not resolved within five business days, **We** will aim to respond within four weeks of receiving the complaint. If the complaint is about another party, such as a service provider, **We** will refer details of the complaint to that other party and confirm this course of action to **You** in writing.

After We have investigated the complaint

We will write to **You** immediately notifying **You** of the outcome of **Our** investigation. **We** will also advise that if **You** are not satisfied with the outcome, **You** may refer the matter to the Financial Ombudsman Service within the next six months.*

If We cannot resolve the complaint within 4 Weeks

We will write to **You** and inform **You** that **Our** investigation is continuing, giving the reasons for the delay and a date by which **We** expect to be able to contact **You** again.

If We cannot resolve the complaint within 8 Weeks

We will inform **You** of the reasons for the further delay and advise that if **You** are not satisfied with **Our** progress then **You** may refer the complaint to the Financial Ombudsman Service within the next six months.*

*If **You** do not refer **Your** complaint within the six month period, the **Insurer** will not permit the Financial Ombudsman Service to consider **Your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **Your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

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

Phone: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also visit **financial-ombudsman.org.uk** and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect Your right to take legal action.



The insurance under this section is managed by Legal Protection Group Limited (referred to in this section as **We, Us, Our**) on behalf of the **Insurer**, Financial & Legal Insurance Company Limited. Further information about **Us** and the **Insurer** can be found under **Definitions Applying to Section 4 of this Policy**.

This is **Your** Leisure Home Legal Protection policy document and it provides evidence of the contract between **You** and the **Insurer**. This document forms part of **Your** policy, along with **Your** policy schedule and any endorsements. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and **Us** and the **Insurer**.

Please carefully read all documents and contact the person who sold **You** this insurance if **You** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **You** inform the person who sold **You** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **You** need to refer to its terms and conditions, use the legal advice helpline or make a claim.

Contract of Insurance

In return for **You** paying or agreeing to pay the premium:

- a) **We** will provide the cover and benefits detailed in this section of the policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b) the **Insurer** will pay **Adviser's Costs and Expenses** or **Identity Theft** costs and expenses up to the **Limit of Indemnity** for any one **Insured Incident**.

Provided that:

- i) the **Insured Incident** happens in the **Territorial Limit**;
- ii) the **Insured Incident** is reported to **Us** as soon as possible and within the **Period of Insurance** (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **Period of Insurance**);
- iii) the **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of an **Insured Person's** claim; and
- iv) any proceedings or other methods **We** agree to resolve an **Insured Person's** claim are dealt with by a court or other body within the **Territorial Limit**.

Legal Advice and Claims Helpline

This section includes confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

For legal advice or to make a claim under this section, please note **Your** policy number and call **0344 840 6345** quoting Scheme Reference FLISCH860.

This helpline is available 24 hours a day, 365 days a year but **We** cannot be held responsible if it becomes unavailable for reasons outside of **Our** control. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged. To help **Us** monitor and improve service standards, all calls are recorded.



If **You** need to make a claim, please note the following important information:

- a) Claims must be reported to **Us** as soon as the **Insured Person** becomes aware of any circumstances which could give rise to a claim under this insurance. **You** will need to provide confirmation that any other **Insured Person** has **Your** authority to claim.
- b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask an **Insured Person** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) This is a claims made insurance which means that claims must be notified to **Us** during **Your Period of Insurance**. If **Your** policy expires and an **Insured Person's** claim is reported more than 14 days after the expiry date, **We** will not be able to assist with the claim.
- d) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General Exclusions Applying to Section 4, 1**).
- e) Under no circumstances should an **Insured Person** instruct their own lawyer or legal representative or incur any costs before **We** have accepted the claim as the **Insurer** will not pay any costs incurred without **Our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **Our** chosen **Appointed Adviser** cannot act for an **Insured Person** as to do so would breach their professional code of conduct), **We** will appoint **Our** own **Appointed Adviser** to act on the **Insured Person's** behalf if **We** accept their claim.
- f) Once all relevant information has been received, an assessment of an **Insured Person's** claim will be conducted and **We** will let the **Insured Person** know if **We** can help. Please note that **Reasonable Prospects of Success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **Reasonable Prospects of Success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- g) If **We** are unable to cover an **Insured Person's** claim, then **We** will explain the reasons why and discuss any other available methods (which may be at the **Insured Person's** expense) to help achieve a successful outcome.

Definitions Applying to Section 4 of this Policy

Adviser's Costs and Expenses

- a) Reasonable and necessary costs, fees and disbursements chargeable by the **Appointed Adviser** which have been agreed by **Us** in accordance with **Our Standard Adviser's Terms of Appointment**.
- b) Costs and disbursements incurred by the other party in civil cases if an **Insured Person** is ordered to pay them or pays them with **Our** agreement.

Appointed Adviser

The law firm, accountant or other suitably qualified person appointed by **Us** to act on an **Insured Person's** behalf, under the terms and conditions of this insurance and in accordance with **Our Standard Adviser's Terms of Appointment**.

Identity Theft

Another party knowingly using an **Insured Person's** identity, without the **Insured Person's** knowledge or permission, with the intention of illegally obtaining credit, services or other benefit.

Insured Incident

An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where **We** have agreed to provide cover under the terms and conditions of this insurance.



Insured Person

- a) **You**;
- b) **Your** domestic partner;
- c) any member of **Your** family permanently living with **You**; and
- d) any of **Your** children engaged in higher education who are temporarily living away from **Your** Home.

Anyone claiming under this insurance must have **Your** permission to do so.

Insurer

The insurance under Section 4 is underwritten by Financial & Legal Insurance Company Limited.

5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ. Registered in England under Company No. 03034220.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Reference Number 202915.

Leisure Home

The property insured by this policy:

- a) owned by **You** and privately rented and/or occupied by **You** as a private residence;
- b) situated within the **Territorial Limit**;
- c) including fixtures and fittings for which **You** are legally responsible within the boundaries of **Your** land.

Limit of Indemnity

The most the **Insurer** will pay for any one **Insured Incident** (including any subsequent appeal agreed by **Us**) is £50,000.

Period of Insurance

The period of time covered by this policy as shown in **Your** schedule and any further period(s) this insurance is renewed for.

Reasonable Prospects of Success

For each **Insured Incident** there must always be more than a 50% chance that an **Insured Person** will:

- a) recover any losses or damages;
- b) successfully defend a claim or prosecution;
- c) succeed in reducing a sentence, penalty or a fine if they plead guilty in a criminal prosecution;
- d) succeed in enforcing a judgment or obtaining a legal remedy which **We** have agreed to; or
- e) make a successful appeal or defence of an appeal.

In all cases **We** or a suitably qualified expert acting on **Our** behalf will assess whether **Reasonable Prospects of Success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.

Site Owner

The legal owner with responsibility for the site where **Your Leisure Home** is situated.

Standard Adviser's Terms of Appointment

A separate agreement **We** require an **Appointed Adviser** to enter into with **Us**. This agreement sets out the **Appointed Adviser's** responsibilities and the amounts the **Insurer** will pay the **Appointed Adviser** in respect of an **Insured Incident**.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland.

We, Us, Our

Legal Protection Group Limited, who administer and manage this insurance on behalf of the **Insurer**.

Legal Protection Group Limited, trading as LPG, is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. **You** may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH.

This Leisure Home Legal Protection Insurance is underwritten by Financial & Legal Insurance Company Limited (the **Insurer**). Further information concerning the **Insurer** can be found within the definition of **Insurer**.

You, Your

The person named in the schedule who has purchased this insurance.

What is covered

The Insurer will pay for	The Insurer will not pay for
<p data-bbox="120 810 460 863">Insured Incident 1 – Leisure Home Disputes and Misrepresentation</p> <p data-bbox="120 874 471 927">Adviser’s Costs and Expenses in a dispute with Your Site Owner regarding:</p> <ul data-bbox="120 935 521 1177" style="list-style-type: none">a) You use, occupation or enjoyment of Your Leisure Home or pitch;b) site facilities, services or maintenance;c) You right to sell Your Leisure Home;d) annual pitch fees;e) the location of Your Leisure Home or pitch, where this falls outside the site boundaries agreed under contract with the Site Owner.	<p data-bbox="568 810 904 863">Insured Incident 1 – Leisure Home Disputes and Misrepresentation</p> <p data-bbox="568 874 723 900">Any claim relating to:</p> <ul data-bbox="568 909 988 1295" style="list-style-type: none">a) the sale of Your Leisure Home which arises before Your Leisure Home is marketed for sale or during the first six months of Your Period of Insurance;b) annual pitch fees if You have owned Your Leisure Home for less than one year;c) compulsory purchase orders, repossession, licensing or planning permissions, building regulations or restrictions or controls placed on Your Leisure Home by any government, public or local authority;d) the location of Your Leisure Home which arises during the first six months of Your Period of Insurance or where You have resided in Your Leisure Home for less than one year.



The Insurer will pay for	The Insurer will not pay for
<p>Insured Incident 2 – Your Employment Protection</p> <p>Adviser’s Costs and Expenses in a dispute with an Insured Person’s current, former or prospective employer:</p> <ul style="list-style-type: none"> a) regarding the Insured Person’s contract of employment; and/or b) in a breach of the Insured Person’s legal rights under employment law. 	<p>Insured Incident 2 – Your Employment Protection</p> <p>Any claim relating to:</p> <ul style="list-style-type: none"> i) settlement agreements whilst an Insured Person is still employed and is not in dispute with their employer (We can provide assistance to help negotiate a settlement but this will be at the <i>Insured Person’s</i> expense; ii) disputes which arise solely from personal injury (<i>where applicable, claims could be pursued under Insured Incident 3 – Personal Injury;</i> iii) internal disciplinary or grievance procedures which are, or should be, conducted between the Insured Person and their employer.
<p>Insured Incident 3 – Personal Injury</p> <p>Adviser’s Costs and Expenses to pursue an Insured Person’s legal rights following a sudden and specific event which causes death or physical bodily injury to the Insured Person.</p>	<p>Insured Incident 3 – Personal Injury</p> <p>Any claim relating to:</p> <ul style="list-style-type: none"> i) illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event; ii) negligent surgery, clinical or medical procedures; iii) conditions relating to stress, mental illness, emotional or psychological which are not caused by a sudden and specific event which results in physical bodily injury to an Insured Person.
<p>Insured Incident 4 – Consumer Contract Disputes</p> <p>Adviser’s Costs and Expenses to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by an Insured Person in a personal capacity for:</p> <ul style="list-style-type: none"> a) buying, selling or hiring in goods; b) buying or hiring in services; c) buying, selling, servicing, renting, insuring or hire purchase of a motor vehicle, spare parts or accessories. 	<p>Insured Incident 4 – Consumer Contract Disputes</p> <p>Any claim relating to:</p> <ul style="list-style-type: none"> i) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy; ii) a contract entered into in a business capacity; iii) a dispute with a local, public or government authority; iv) buying or selling Your Leisure Home; v) contracts entered into before the Period of Insurance; vi) a contract valued at less than £250 or less than £1,000 for the purchase or sale of a motor vehicle.



The Insurer will pay for	The Insurer will not pay for
<p>Insured Incident 5 – Tax Protection</p> <p>Adviser’s Costs and Expenses to represent an Insured Person in an HMRC investigation into the whole or particular features of the Insured Person’s personal tax affairs.</p>	<p>Insured Incident 5 – Tax Protection</p> <p>Any claim relating to:</p> <ul style="list-style-type: none"> i) business tax affairs or where an Insured Person is self-employed, a sole-trader or in a business partnership; ii) tax avoidance schemes; iii) investigations conducted by HMRC’s Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from an Insured Person’s tax affairs. iv) tax returns or any supplementary information which is not complete, correct and submitted within the specified deadlines.
<p>Insured Incident 6 – Identity Theft Assistance</p> <p>If an Insured Person becomes a victim of Identity Theft:</p> <ul style="list-style-type: none"> a) We will provide the Insured Person with access to an Identity Theft adviser who will provide guidance and assistance to restore the Insured Person’s identity; b) the Insurer will pay reasonable costs incurred by the Insured Person in necessary correspondence with the police, credit agencies and financial service providers to restore the Insured Person’s identity and credit rating; c) the Insurer will pay reasonable fees incurred by the Insured Person in reapplying for a loan where that original application had been rejected due to the Insured Person’s Identity Theft; d) the Insurer will pay Adviser’s Costs and Expenses to defend the Insured Person’s legal rights in a dispute with other parties taking legal action against the Insured Person arising from their Identity Theft. 	<p>Insured Incident 6 – Identity Theft Assistance</p> <ul style="list-style-type: none"> i) Any Identity Theft committed by an Insured Person. ii) Any claim where the Insured Person has not: <ul style="list-style-type: none"> a) <i>sought and followed Our advice as soon as they suspect they have become a victim of Identity Theft, and</i> b) <i>notified their bank, mortgage lender or any other supplier of credit within 24 hours of discovering their Identity Theft or attempted Identity Theft.</i>



General Exclusions Applying to Section 4

There is no cover under this section for:

1. Claims arising before this insurance started

Any event or dispute which an **Insured Person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

2. Costs incurred and legal action We have not authorised

- a) Any **Adviser's Costs and Expenses** or other costs incurred:
 - i) before **We** have accepted a claim; and/or
 - ii) which **We** have not authorised in advance.
- b) Any action taken by an **Insured Person** which **We** or the **Appointed Adviser** have not agreed to.

3. Fines and court awards

- a) Fines, compensation, damages or penalties awarded against an **Insured Person**.
- b) Any costs an **Insured Person** is ordered to pay by a court of criminal jurisdiction.

4. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **Insured Person**.

5. Judicial Review and challenges to legislation

- a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
- b) Any challenges to current or proposed legislation.

6. Disputes with Us, the Insurer or the Appointed Adviser

Any claim made against **Us**, the **Insurer** or the **Appointed Adviser** (please also refer to **General Conditions Applying to Section 4, 9**).

7. Disputes between family members

Any dispute between an **Insured Person** and someone related to them who is also insured under this policy (**You, Your** domestic partner, family members who permanently live with **You** or children in higher education temporarily living away from **Your** Home).

8. Family law disputes

Any claim relating to:

- a) divorce, separation, dissolution, co-habitation, matrimonial or civil partnerships;
- b) wills, trusts or probate;
- c) maintenance or custody or financial or parental responsibility arrangements involving children.

9. Libel and slander

Any claim relating to something said or written:

- a) about an **Insured Person** which may damage the **Insured Person's** reputation;
- b) by an **Insured Person** which may damage another person's reputation.

10. War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

General Conditions Applying to Section 4

An **Insured Person** must keep to the conditions under this section as failure to do so may lead to **Us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to condition 11).

1. An Insured Person's obligations

An **Insured Person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **Us** with honest and accurate information when asked to do so.

2. Appointment of an Appointed Adviser

- a) If **We** accept an **Insured Person's** claim, **We** will appoint an **Appointed Adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If an **Insured Person's** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **Our** chosen **Appointed Adviser** cannot act for the **Insured Person** as to do so would breach their professional code of conduct), the **Insured Person** is free to nominate a law firm or suitably qualified representative to act as the **Appointed Adviser**.
- c) Any law firm or suitably qualified representative nominated by an **Insured Person** must agree to represent the **Insured Person** in accordance with **Our Standard Adviser's Terms of Appointment** (which are available on request) and the most the **Insurer** will pay is no more than the amount the **Insurer** would have paid to **Our** own choice of **Appointed Adviser**.



3. Conduct of the claim

- a) An **Insured Person** must:
 - i) co-operate fully with **Us** and the **Appointed Adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
 - ii) keep **Us** and the **Appointed Adviser** fully informed of any developments and instruct the **Appointed Adviser** to provide **Us** with any information **We** ask for.
- b) An **Insured Person** must not:
 - i) act in any way which obstructs **Us** or the **Appointed Adviser** or hinders the progress of a claim; and
 - ii) incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent.
- c) **We** can:
 - i) contact the **Appointed Adviser** at any time and have access to all documents and information regarding an **Insured Person's** claim;
 - ii) withdraw funding for a claim and pursue an **Insured Person** to recover **Adviser's Costs and Expenses** or other costs or amounts already paid, if the **Insured Person** pursues or withdraws from that claim without **Our** consent or fails to pass on any instructions to the **Appointed Adviser**;
 - iii) withdraw funding for a claim if an **Insured Person** dismisses the **Appointed Adviser** without **Our** consent and there is no valid cause to do so, or if the **Appointed Adviser** refuses to continue acting for an **Insured Person** with **Our** consent and there is valid cause to do so; and
 - iv) withdraw funding for a claim if at any time **We** believe **Reasonable Prospects of Success** are no longer present. The **Insurer** will still pay any **Adviser's Costs and Expenses** or other costs or amounts **We** have agreed to, prior to **Reasonable Prospects of Success** no longer being present.

4. Claims settlement

- a) An **Insured Person** must tell **Us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **Our** prior consent.
- b) If an **Insured Person** refuses a fair and reasonable offer to settle a claim, **We** will be entitled to withdraw funding for that claim and the **Insurer** will pay no further **Adviser's Costs and Expenses** or other costs or amounts.
- c) **We** may decide to settle a claim by instructing the **Insurer** to pay the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **We** may decide to pursue the other party for the amount the **Insurer** has paid to an **Insured Person** and the **Insured Person** must allow **Us** to take over and continue the claim in their name and provide **Us** with any information in support of this action.

5. Costs recovery and assessment of costs

An **Insured Person** must:

- a) take all reasonable steps to recover **Adviser's Costs and Expenses** or other costs or amounts and pay such sums recovered to **Us**;
- b) tell the **Appointed Adviser** to have **Adviser's Costs and Expenses** taxed, assessed and audited and/or have their claims file audited by **Us**, if **We** ask for this. If it is established that **Adviser's Costs and Expenses** or any other costs have been billed which have not been agreed by **Us**, the **Insurer** reserves the right to refuse to pay these unauthorised costs.

6. Appealing the outcome of a claim

Appeals regarding the outcome of an **Insured Incident**, either made by or against an **Insured Person**, must be notified to **Us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable Prospects of Success** must still be present in order for an appeal to be considered.

7. Other insurance and apportionment of costs

If any **Adviser's Costs and Expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **Insurer** will only pay their share of these costs.

8. Obtaining a legal opinion

We may require an **Insured Person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between **Us** and the **Insured Person** over a claim's merits, financial value or **Reasonable Prospects of Success**. If the opinion supports the **Insured Person** and there are clear merits in proceeding with that claim, the costs incurred by the **Insured Person** in seeking that opinion will be reimbursed.

9. Disputes with Us

If there is a dispute between **You** and **Us** over this policy, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service.

10. Your cancellation rights

a) Cooling-off period

For **Your** cancellation rights, please refer to page 37.

b) Outside the cooling-off period

For **Your** cancellation rights, please refer to page 37.

In the event of cancellation, the person who sold **You** this insurance may apply an administration charge. Please contact them for more information on any charges.

11. Our cancellation rights

a) General

We can cancel the insurance under this section at any time, where there is a valid reason to do so, subject to providing **You** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- i) an **Insured Person** has failed to co-operate with **Us** or the **Appointed Adviser** and this failure has significantly hindered **Our** ability to deal with a claim or administer this insurance; and/or
- ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to an **Insured Person**.



b) **Fraudulent or dishonest claims**

If **We** have evidence that an **Insured Person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **Us** or the **Appointed Adviser** when presenting relevant information in support of a claim, **We** reserve the right to cancel the insurance under this section from the date of the alleged claim or misrepresentation and recover from the **Insured Person** any **Adviser's Costs and Expenses** or other costs or amounts already paid in respect of that claim, which the **Insurer** otherwise would not have paid. **We** will also not refund any premium paid by **You**.

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

12. Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

13. Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **Us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

The Financial Services Compensation Scheme

The **Insurer** of this section is covered by the Financial Services Compensation Scheme (FSCS) and **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [fscs.org.uk](https://www.fscs.org.uk)

Financial & Legal data protection notice

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes.

The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What We process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**. There is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You**, please contact **Us**.



LPG data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **We** may need to share personal information which has been given to **Us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **Us** or on **Our** behalf. **We** will only request necessary information from an **Insured Person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **We** hold about an **Insured Person** will be retained by **Us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **We** may need to send an **Insured Person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **Us**.

In arranging and managing this insurance and administering claims, **We** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **Insured Person's** personal data to any other person or organisation without their consent.

You can find full details of **Our** privacy policy on **Our** website legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website ico.org.uk

An **Insured Person** has a right to obtain information **We** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

If an **Insured Person** has a concern about the way **We** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

Website: ico.org.uk/concerns

Phone: **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

Section 5: Key Protection

Your schedule will show **You** if this cover has been selected and paid for and is in force.

This insurance policy has been arranged on **Your** behalf by Motorplus Limited t/a Coplus and is underwritten by Collinson Insurance. This cover is provided to **You** in return for payment of the premium.

To make a claim

Call: **0333 241 9574**
Email: **keyclaims@coplus.co.uk**
Address: Coplus, Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA
Online claims form: **key.coplus.co.uk**

Claims must be reported within 30 days from the date of the **Insured Event**.

Who does it cover?

- The **Insured Keys** for the policyholder and any immediate member of their family residing at the same address, including named drivers for any motor key cover;
- When the policyholder is a company this includes current employees authorised to use the relevant **Vehicle** or **Property**.

Key requirements

- **Your** permanent main residence must be within the **Territorial Limits**;
- The incident must happen within the **Territorial Limits**;
- Stolen keys must be reported to the police and a valid crime reference number obtained;
- All claims must be reported within 30 days of the **Insured Event**;
- The **Vehicle** must not be in any way connected to the motor trade.

Your responsibility

You are required by the provision of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) Supply accurate and complete answers to all the questions Everywhen may ask as part of **Your** application for cover under the policy.
- b) Make sure that all information supplied as part of **Your** application for cover is true and correct.
- c) Tell Everywhen of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions Everywhen asks when **You** take out, make changes to, and renew **Your** policy. If any information **You** provide is not complete and accurate, this may mean **Your** policy is invalid and that it does not operate in the event of a claim, or **We** may not pay any claim in full.



Fraud

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- Fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy,
- Fails to reveal or hides a fact likely to influence the cover **We** provide,
- Makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false,
- Sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false,
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way,
- Makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge.

If **Your** claim is in any way dishonest or exaggerated, **We** will not pay any benefit under this policy or return any premium to **You**, and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

Please read this policy carefully so that **You** understand the cover **We** are giving **You** and follow **Our** rules. It's important that **You** keep this policy wording and **Your** policy schedule in a safe place in case **You** need to look at them later.

How to make a claim

In the event of a claim, please contact **Us** as soon as reasonably possible and within 30 days from the date of the **Insured Event** giving **Us** as much information as **You** can about what has happened to bring about the claim.

Telephone: **0333 241 9574**
Email: **keyclaims@coplus.co.uk**
Online claims form: **key.coplus.co.uk**

Or **You** can write to **Us** at:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Claims must be reported to **Us** within 30 days of occurrence and if an **Insured Key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

In order for **Us** to help **You** more efficiently, please quote 'Key Insurance' in all communications.

The claims line is open 24 hours a day, 365 days a year to assist **You**.



How to make a complaint

If **You** have a complaint, please follow the guidance below and **We** will provide assistance as soon as possible:

If **Your** complaint is about the sale of the policy contact Everywhen who sold **You** the policy.

If **Your** complaint is about the handling of a claim, please contact:

The Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Telephone: **0333 2419574**

Email: **qualityteam@coplus.co.uk**

We will respond to **Your** complaint within eight weeks of receiving it. **Our** response will be **Our** final decision based on the information provided. If there's a delay in **Our** investigations, **We**'ll explain the reason and give **You** an estimated time frame for reaching a decision.

If, for any reason, **You**'re still not happy or haven't received a final answer within eight weeks, **You** have the right to escalate **Your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 023 4567** (free for people calling from a landline) or **0300 123 9123**

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

Following this complaints procedure does not stop **You** from taking legal action.

Financial Services Compensation Scheme

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** liabilities under this policy. Further information about compensation scheme arrangements is available at **fscs.org.uk** or by telephoning **020 7741 4100**.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **We** transact business.



Definitions

The following words shall have the meaning given below wherever they appear in **Bold** in this document.

Accidental Means

The sudden and unexpected event that caused damage to the **Insured Keys** which is not otherwise specifically excluded from this policy.

Insured Event

The loss, theft or damage by **Accidental Means** of any **Insured Key**, or any **Insured Key** locked inside **Your Property** or **Vehicle** during the **Period of Insurance**.

Insured Key/Keys

Your Vehicle, Property or office keys (including security safe keys and any immobiliser, infrared handset and/or alarm which is integral to any insured key if it cannot be repaired or reprogrammed).

Insurer

Collinson Insurance.

Level of Indemnity

- £1,500 for keys lost, stolen or damaged by **Accidental Means**.
- £100 for keys locked in **Your Property** or **Vehicle**.
- £100 for keys broken in lock or ignition.
- £250 for replacing, repairing or reprogramming a key, damaged as a result of **Wear and Tear** or ageing.

Onward Transportation

The transport to allow **You** to reach **Your** destination within the **Territorial Limits** following an **Insured Event** which has left **You Stranded**.

Period of insurance

12 months from the date of inception of this policy.

Property

Your permanent primary residence together with any park home, holiday or second home or static caravan provided that:

- All properties are within the **Territorial Limits**;
- Any park home, holiday or second home or static caravan is available for immediate occupation by **You** at times when the park in which it is located is open, and is not subject to any lease, tenancy agreement or licence in favour of any other person.

Security Risk

The risk arising from the accidental loss or theft of an **Insured Key** whilst in **Your** personal custody which means it may be possible for someone who found the key to trace it to **Your Vehicle** or **Property**. The decision as to whether or not **Your** lost **Insured Keys** presents a security risk will be made by **Us**.

Stranded

Unable to leave **Your** location/reach **Your** final destination following an **Insured Event**.

Territorial Limits

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Vehicle

Any motor vehicle owned by **You** or for which **You** are responsible, associated with **Your Insured Keys**.

Wear and Tear

Damage that naturally and inevitably occurs as a result of normal wear or ageing.

We/Our/Us

Motorplus Limited t/a Coplus acting on behalf of Collinson Insurance.

You/Your

The policyholder, **Your** spouse or partner, **Your** parents or parents-in-law or **Your** children that reside at the same address as the policyholder, including named drivers of the **Vehicle**. Where the policyholder is a company this includes employees of the company, employed by the company during the **Period of Insurance** who are authorised to use the relevant **Vehicle** or **Property**.



Cover

What is covered	What is excluded
<p>When Your Insured Keys are lost, stolen or damaged by Accidental Means within the Territorial Limits, the Insurer will pay up to the Level of Indemnity in any one Period of Insurance in respect of:</p> <ul style="list-style-type: none"> • Locksmith charges; • New locks (if a Security Risk has arisen); and • Replacement Insured Keys. <p>Cost for vehicle hire or reasonable travel expenses if Your Vehicle is unusable as a result of the Insured Keys being lost, stolen or damaged by Accidental Means:</p> <ol style="list-style-type: none"> Up to £50 per day for a maximum of 3 days for a hire vehicle such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4) or; Up to £50 per day for a maximum of 3 days towards reasonable travel expenses. <p>The cost incurred for Onward Transportation to get You to Your destination if You are Stranded due to the Insured Keys being lost, stolen or damaged by Accidental Means, up to a maximum of £300.</p> <p>If Your Insured Keys are locked in Your Property or Vehicle You must report this to Us before proceeding with Your own locksmith. Upon validation of Your claim, the Insurer will reimburse You for costs incurred in obtaining a replacement key, or repairing or replacing any damaged lock, up to the Level of Indemnity.</p> <p>Insured Keys that are unusable due to being damaged or broken in the lock or ignition, up to the Level of Indemnity.</p> <p>Up to £250 per incident towards replacing, repairing or reprogramming a key, damaged as a result of Wear and Tear or ageing.</p>	<p>We will pay no more than £1,500 in total in any one Period of Insurance for any and all claims.</p> <p>Locks damaged over time by Wear and Tear or general maintenance.</p> <p>More than £250 towards keys damaged over time by Wear and Tear or general maintenance.</p> <p>Claims arising as a result of the use of the Vehicle for any purpose in connection with the motor trade.</p> <p>Where Your Insured Keys have been left unattended, not within Your sight at all times, and out of Your arms-length reach.</p> <p>Locks which were previously damaged prior to the loss or theft of Your Insured Keys.</p> <p>Claims where only the lock is damaged.</p> <p>Claims for damaged keys which was not caused by Accidental Means.</p> <p>Insured Keys that are lost or damaged by Accidental Means by someone other than You.</p> <p>Any Insured Keys that have been lost or stolen for a period of less than 3 days (unless We are satisfied that a delay would cause undue hardship or significant expense). The decision as to what constitutes undue hardship or significant expense will be made by Us and may depend upon whether You can access Your Property or Vehicle during the 3 day wait period or there is a Security Risk following the loss or theft of the Insured Keys.</p> <p>Any Insured Keys that are lost, damaged by Accidental Means or stolen and not reported to Us within 30 days of the Insured Event.</p>

Policy conditions

1. Claims

You must notify **Us** within 30 days of any event which gives or may give rise to a claim, complete any forms requested by **Us** or **Your** insurance broker and promptly supply all information including any receipts and invoices for payment as required.

If an **Insured Key** has been stolen it must be reported to the police immediately and a crime reference number obtained.

If **You** do not own **Your Property** and **Your** claim is in relation to the keys to **Your Property**, **We** may require permission from the owner, landlord or managing agent of the **Property** to replace lost or stolen keys.

2. Care, custody and control

There are a number of ways in which **You** can take precautions to better protect **Your** keys to reduce them being lost, stolen or damaged, as follows:

- a) Never attach anything to **Your** keys that contains **Your** name, address or any details of where **Your Vehicle** may frequently be parked and never leave keys unattended;
- b) Never hide keys under door mats, bins or on top of window frames as an opportunistic thief may be watching, or may guess where keys may be hidden;
- c) Never leave doors unlocked or windows open when leaving the **Property** or **Vehicle** unattended;
- d) Never leave **Your** keys in **Your Vehicle**, even for a moment, especially when **You** are visiting petrol stations, or whilst loading or unloading **Your Vehicle**. Always lock **Your Vehicle** when leaving it;
- e) When visiting facilities such as, but not limited to, swimming pools, sports clubs and amusement parks and **You** are not in a position to keep **Your** keys on **Your** person, **Your** keys must be fully hidden from view and stored in a safe and lockable compartment or locker;
- f) Do not keep duplicate keys on the same key ring as **Your** main keys;
- g) Burglars are increasingly turning to key crime as sophisticated security measures are now fitted as standard to new vehicles, and have been known to break into homes and offices just to steal vehicle keys. Never leave keys close to the front door where they can be seen.

Cancellation

Your Cancellation Rights

For **Your** cancellation rights, please refer to page 37.

Our Cancellation Rights

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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:

- a) Where **We** reasonably suspect fraud.
- b) Non-payment of premium.
- c) Threatening and abusive behaviour.
- d) Non-compliance with policy terms and conditions.



- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **We** ask.
- f) **You** do not or are not willing to co-operate in the event of a claim.

If the **Insurer** cancels the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time the **Insurer** has provided cover.

Where the **Insurer's** investigations provide evidence of fraud or misrepresentation, the **Insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and the **Insurer** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with the **Insurer**, as well as other insurers, in the future.

Arbitration Clause

In the event of a disagreement between **You** and **Us**, **Our** aim is to make things simple and fair. If the matter cannot be resolved via **Our** complaints procedure then **You** can reach out to the Financial Ombudsman Service for assistance. For broader disputes, **We** can turn to arbitration. **We** can jointly pick an arbitrator – it could be a solicitor or barrister. **We** will agree on this together in writing.

In case **We** can't reach an agreement the Chartered Institute of Arbitrators can step in to help **Us** choose someone. The arbitrator's decision is final, and **We** both have to abide by the outcome. The Arbitrator will also determine who pays the costs of the arbitration process, if costs are awarded against **You**, they are not covered under this policy. This arbitration condition does not affect **Your** rights to take separate legal action.

General exclusions

The following exclusions apply to this insurance contract:

1. **We** will not replace locks or **Insured Keys** to a higher specification to those that are lost, damaged or stolen.
2. Costs incurred where **We** arrange for the attendance of a locksmith or other tradesmen, agent or representative at a particular location and **You** fail to attend. **You** may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if **You** fail to notify **Us** of any changes to attend the agreed location.
3. Costs incurred where **You** make alternative arrangements with a third party, after **We** have already instructed a locksmith or other tradesman to attend a particular location. **You** may be liable to pay the costs incurred for the attendance of a locksmith or other tradesmen if **You** fail to notify **Us** of any changes.
4. Claims arising as a result of **Your** failure to take reasonable steps to protect the **Insured Keys**, including but not limited to those detailed in the Policy Conditions – Care, custody and control section above.
5. Any claims where proof of payment is not provided, such as valid receipts or tickets.
6. Any incident which occurs within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.



7. Loss or damage arising as a consequence of:
 - a) War, invasion, act of foreign enemies, **Terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion.
 - b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - c) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. Any claims arising from any deliberate or criminal act or omission by **You**.
9. Loss or theft of, or damage to **Insured Keys** occurring outside the **Period of Insurance**.
10. If **Your Insured Key** ceases to function correctly a diagnostic check may be requested at **Your** own expense. This is to confirm if the fault is with the **Insured Key** or the **Vehicle**. Only faults identified as relating to the **Insured Key** are covered under this policy.
11. Cost incurred where **You** have appointed **Your** own locksmith or other tradesmen prior to **Our** consent.
12. Damage caused by any animal including domestic pets.
13. The recovery of **Your Vehicle** or any costs associated with the recovery of **Your Vehicle**.
14. Multiple claims for the same **Insured Keys** which have been damaged by the same lock, where the lock has not been repaired or replaced by the insured.
15. Any claim for duplicate keys.
16. Any associated costs (other than the cost of replacing the **Insured Key(s)**) if there are duplicate keys available to **You** immediately or within a reasonable period of time, unless **We** are satisfied that accessing **Your** duplicate keys would cause undue hardship or significant expense. The decision as to what constitutes undue hardship or significant expense will be made by **Us** and may depend upon how easily **You** can access **Your** duplicate keys.
17. Keys which are given to **You** for safekeeping by a relative, friend, neighbour or employer.
18. Any loss of earnings or profits which **You** suffer as a result of the loss or theft of, or damage to an **Insured Key**.
19. Stolen **Insured Keys** which have not been reported to the police and a valid crime reference provided to **Us**.
20. Any loss, injury, damage, or legal liability arising directly or indirectly from:
 - a) The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.
 - b) Computer viruses.



Other formats

If **You** require this document in any other format please do not hesitate to contact **Us**.

Telephone calls

Please note that for **Our** mutual protection telephone calls may be monitored or recorded.

Renewals

If **You** wish to renew this insurance policy, please contact Everywhen who will be able to discuss **Your** requirements.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by the named insured. A person who is not a named insured has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Governing law

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.

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Collinson Insurance. This Insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708616. These details can be checked on the Financial Services Register by visiting: **fca.org.uk**

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.

Privacy Statement

For full details of how **We** protect **Your** privacy and process **Your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting **coplus.co.uk/data-privacy-notice**



Collinson Insurance Privacy Notice

How We use the information about You

As a data controller, **We** collect and process information about **You** so that **We** can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**.
- Issue **You** this insurance policy.
- Deal with any claims or requests for assistance that **You** may have.
- Service **Your** policy (including claims and policy administration, payments and other transactions).
- Detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.
- Protect **Our** legitimate interests.

To administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

We will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by **Our** regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting cifas.org.uk/fpn and insurancefraudbureau.org/privacy-policy

Processing Your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **You** have with **Us**.
- Is in the public or **Your** vital interest; or
- For **Our** legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for **Your** consent to process **Your** data.



How We store and protect Your information

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **Your** personal information during the **Period of Insurance** and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

We also have security measures in place in **Our** offices to protect the information that **You** have given **Us**.

How You can access Your information and correct anything which is wrong

You have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Email address: **data.protection@collinsongroup.com**

Postal Address: 3 More London Riverside, London SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **We** may either make a reasonable charge for this service, or refuse to give **You** this information if **Your** request is clearly unjustified or excessive.

We want to make sure that **Your** personal information is accurate and up to date. **You** may ask **Us** to correct or remove information **You** think is inaccurate.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Our** Complaints Manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at **ico.org.uk**

Section 6: Excess Protection

Your schedule will show **You** if this cover has been selected and paid for and is in force.

Who is Your insurer?

This insurance is arranged by Everywhen and underwritten by Financial & Legal Insurance Company Limited.

5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ. Registered in England under Company No. 03034220.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FCA Reference Number 202915.

Certification of cover

This policy document, combined with **Your Policy Schedule**, certifies that this insurance has been effected between **You** and **Us**. In return for payment of the premium, **We** agree to insure **You** in accordance within the terms and conditions contained in and endorsed on these documents.

Important

Please keep this policy document, together with **Your Policy Schedule**, in a safe place so **You** can read it again if **You** need to.

Who administers Your policy?

URIS Group Limited at 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GQ. Registered in England under Company No. 03034220.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, FCA Reference Number 202915.

URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Bankstone Limited handle claims on behalf of the **Insurer**.

Who manages Your policy?

Legal Protection Group Limited on behalf of the **Insurer**.

Legal Protection Group Limited trading as LPG is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116.

You may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH.



Language

- **You** will notice that some words throughout this document are shown in **Bold** type. These words are listed and defined in the 'Definitions' section at the end of this document.
- Please contact **Us** on **0344 346 3302** if **You** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets Your requirements. If it does not, please contact Everywhen who arranged this insurance for You.

What does the policy cover and what will it pay out?

Events (please see Your Policy Schedule for level of cover selected)

During the **Period of Insurance** and within the **Territorial Limits**, the policy will cover **You** in the event of a settled claim on **Your Main Insurance Policy** where **You** are unable to recover **Your Excess** from a third party.

In the event of a **Motor Excess**, the policy will provide cover where:

- **Your Motor** insurer accepts the claim to be **Your** fault; or
- **Your Motor** insurer accepts the claim NOT to be **Your** fault and **You** are unable to recover **Your Excess** from a third party within 6 months of the claim being settled.

This policy will only provide cover when the amount claimed on the **Main Insurance Policy** exceeds the **Excess** amount.

The available cover levels are as follows:

Level of cover	Main Insurance Policy Excess cover
Gold	Leisure Home, Motor, Travel and Pet
Silver	Leisure Home and Motor
Bronze	Leisure Home

Benefits

In the event of a valid claim, this policy will pay the lesser of:

- **Your Excess**; or
- The **Sum Insured**; or
- The difference between the total of any previous claims on this policy during the **Period of Insurance** and the **Sum Insured**.

You can make an unlimited number of claims during the **Period of Insurance** but the maximum payable under this policy is the **Sum Insured**.

What is not covered?

The policy will not pay out for the following:

- Any claims within the first 30 days of the **Period of Insurance**;
- Claims when the amount claimed on the **Main Insurance Policy** does not reach or exceed the **Excess** amount;
- Any claim where the **Excess** has been waived or where a third party has reimbursed **You** or made good any loss or damage in respect of which **You** have or would otherwise have claimed against **Your Main Insurance Policy**;
- Any claim under the **Main Insurance Policy** which occurred prior to the **Period of Insurance** or where **You** were aware that a claim was pending;
- Any **Excess** in respect of windscreen, glass damage or key **Excess**;
- Any **Excess** claims where the **Motor Vehicle** is being used on any race track, circuit or other prepared course or for hire or reward; and/or
- War: Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Terrorism: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Radiation: Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- **Electronic Data**: Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- **Infectious or contagious disease**:
Notwithstanding any other provision herein, **Your** policy does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
 - a) infectious or contagious disease;
 - b) any fear or threat of a) above; or
 - c) any action taken to minimise or prevent the impact of a) above.Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Conditions and limitations

The following conditions apply to **Your** policy:

• **Consumer Insurance (Disclosure and Representations) Act 2012**

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions asked when **You** purchased this policy and to make sure that all information supplied to **Us** is true and correct. This also applies if **You** wish to make any changes to **Your** policy during the **Period of Insurance**, or if **You** make a claim under this policy. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** 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.



If **You** do not answer questions truthfully and accurately then this may affect **Your** policy cover. In the event that **You** have supplied **Us** with information which is incorrect or false, **We** reserve the right to declare **Your** policy invalid and cancel **Your** cover with no refund of premium. If **You** have made a claim, **We** may refuse to pay all or part of that claim.

• **Change of circumstances**

You must immediately advise Everywhen if any of the following circumstances change, at any point during the **Period of Insurance**:

- **You** change **Your** address; or
- **You** are no longer a **UK** resident.

If **You** are not sure if a change in circumstances is relevant to **Your** policy, please contact Everywhen for advice.

• **Transferring Your Interest in the Policy**

You cannot transfer **Your** interest in the policy to anyone else.

How to make a claim

In the event of a settled claim arising under **Your Main Insurance Policy**, which leads to a financial loss as a result of an **Excess You** should contact **Our** claims department as soon as possible and, in any event within 30 days of the date of the settled claim, by telephone between 9am and 5pm Monday to Friday (excluding public holidays) on **0330 2020 968**.

You can e-mail **Us** at lpq@bankstone.co.uk. Alternatively, **You** can write **Us** at:

Bankstone Limited, Suite 22, Hebden Bridge Town Hall, St. Georges Street, Hebden Bridge, West Yorkshire, England, HX7 7BY.

Please have ready **Your** policy number and the name of the insurance intermediary who sold **You** this insurance and give the following scheme number FLISCH855.

A claim form will be sent to **You** for **You** to complete and provide at **Your** expense all reasonable information required by **Us** to support **Your** claim. If the information **You** supply is insufficient, **We** will identify the further information **We** need and ask **You** to provide **Us** with it.

If **We** do not receive the information **We** need, **We** may reject **Your** claim.

Relevant information is likely to include, but is not limited to:

- A copy of **Your Main Insurance Policy Schedule** or certificate and policy wording showing the **Excess** and other terms and conditions which apply.
- A copy of **Your Main Insurance Policy** claim form which sets out the circumstances for the **Main Insurance Policy** claim.
- A copy of correspondence from **Your Main Insurance Policy Insurer** which provides evidence of the settled claim.
- Any other relevant correspondence between **You** and **Your Main Insurance Policy Insurer** relating to **Your Main Insurance Policy** claim.



Claims conditions

Please note that the following conditions apply to **Your** claim and **We** may cancel the policy, refuse to deal with **Your** claim or reduce the amount of the claims payment if **You** ignore them:

- **Process**

In the event of any incident which may give rise to a claim, **You** must follow the claims procedure detailed in this policy, and **You** must give the **Administrator**, at **Your** own expense, all the information **We** or they ask for about the claim e.g. proof of **Excess** paid.

- **We** have the right, at **Our** expense and in **Your** name, to:
 - Take over the defence or settlement of any claim;
 - Start legal action to get compensation from anyone else; and/or
 - Start legal action to get back from anyone else any payments that have already been made.

Cancelling Your policy

If **You** decide that for any reason, this policy does not meet **Your** insurance needs **You** have the right to cancel it at any time by contacting Everywhen on **0344 346 3302** or in writing to Everywhen, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

- If this is within the first 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later ('cooling off period'), **You** will be entitled to a full refund of the premium as long as **You** have not made a claim and do not intend to make a claim on the policy.
- After the first 14 days no refund of premium will be payable.

The **Insurer** 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:

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

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.

Customer service & complaints

This complaints procedure does not affect **Your** legal rights.

- **Questions or complaints about the sale of Your policy**

If **You** have a question or concern about, or **You** wish to make a complaint about, how **Your** policy was sold to **You** (including the information **You** were given before **You** bought the policy), or about the general service **You** received, please in the first instance contact Everywhen on **0344 346 3302** or in writing to, Everywhen, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.



If **You** remain dissatisfied **You** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

- **Questions or complaints about Your policy or the handling of Your claim**

If **You** are not happy with the standard of service provided by **Us**, please let **Us** know:

Email: **complaints@legalprotectiongroup.co.uk**

Phone: **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)

Post: Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

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 €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

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.

Legal and regulatory information

- **Premiums and claims – Your rights**

Please note that once **You** have paid **Your** premium to **Everywhen**, **We** treat it as having been received by **Us**.

- **The law and legal proceedings applicable to this insurance**

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.

- **Financial & Legal data protection notice**

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes.

The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What We process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**. There is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You**, please contact **Us**.

• LPG Data Protection Notice

In order to manage this insurance, claims handling, underwriting and other administrative duties, **We** may need to share personal information which has been given to **Us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **Us** or on **Our** behalf. **We** will only request necessary information from **You** and will only use it and disclose it in the course of arranging and administering this insurance.



Any personal information **We** hold about **You** will be retained by **Us** for a period of seven years after this insurance expires and, in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **We** may need to send **Your** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **Us**.

In arranging and managing this insurance and administering claims, **We** will comply with the provisions of the Data Protection legislation which is directly applicable in the **United Kingdom** (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the **United Kingdom**) and unless required to do so by law or a professional body, will not disclose **Your** personal data to any other person or organisation without **Your** consent.

You can find full details of **Our** privacy policy on **Our** website legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website ico.org.uk

You have a right to obtain information **We** hold about **You**. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

If **You** have a concern about the way **We** have handled **Your** personal data, then **You** have the right to report this to the Information Commissioner's Office:

Website: ico.org.uk/concerns

Phone: **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

• Financial Services Compensation Scheme

If Financial & Legal Insurance Company Limited cannot meet their obligations, **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about the compensation scheme arrangements from the FSCS by visiting fscs.org.uk

Definitions

Certain words throughout this document and **Your Policy Schedule** are defined words and are shown in **Bold**. These are listed and defined below.

Administrator

URIS Group Limited at 1st Floor, Premier House, Carolina Court, Doncaster, South Yorkshire DN4 5RA. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Bankstone Limited handle claims on behalf of the **Insurer**.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic Data

Facts, concepts and information stored to be forms of usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Excess

The amount which **You** are required to pay under the terms and conditions of **Your Main Insurance Policy** following a claim on that policy.

Home

Your buildings and/or contents insurance policy covering **Your Main Residence**, issued to **You** by any authorised and regulated **UK** insurer.

Leisure Home

Your buildings and/or contents insurance policy covering **Your Leisure Home**, park home or static caravan, issued to **You** by any authorised and regulated **UK** insurer.

Main insurance Policy/Policies

Your Leisure Home, Home, Motor, Pet or **Travel** insurance policy depending on the premium paid and as detailed on **Your Policy Schedule**.

Main Residence

The private **UK** address detailed on **Your Policy Schedule**.

Motor

Your insurance policy covering **Your Motor** Vehicle issued to **You** by any authorised and regulated **UK** insurer.

Motor Vehicle

Any of the following private vehicles insured and registered at **Your Main Residence**:

- A car used carrying no more than seven passengers; or
- A motorcycle constructed with two-wheels and powered by an engine; or
- A van not exceeding a weight of 3.5 tonnes.

Period of Insurance

The duration of this policy as indicated on **Your Policy Schedule** for a period not exceeding twelve months.

Pet

Your insurance policy covering **Your** veterinary costs if **Your Pet** becomes ill or is injured in an accident or when **Your Pet** dies, or if is lost or stolen, issued to **You** by an authorised and regulated **UK** insurer.

Policy Schedule

The document issued by **Us** which shows **Your** name and address, the **Period of Insurance** and the premium **You** have to pay.

Sum Insured

Being the maximum amount payable by **Us** in respect of any one claim during any **Period of Insurance** as shown below:

Main Insurance Policy	Sum Insured
Leisure Home	£250
Home	£1,000
Motor	£500
Pet	£80
Travel	£75



Territorial Limits

Unless stated otherwise this policy only provides cover within the **United Kingdom**.

Travel

Your insurance policy which covers **You** and **Your** family whilst travelling within the **UK** or internationally, issued to **You** by any authorised and regulated **UK** insurer.

United Kingdom/UK

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

We/Us/Our/Insurer

Financial & Legal Insurance Company Limited.

You/Your

The person(s) whose name is shown on the **Policy Schedule** as the insured person(s) and who is the main policy holder(s) on the **Main Insurance Policy/Policies** covered on this insurance.



Everywhen

Ellenborough House, Wellington Street,
Cheltenham GL50 1XZ

everywhen.co.uk

Everywhen is a trading name of Advisory Insurance Brokers Limited. Registered in England Company No. 4043759. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by checking the FCA website at [fca.org.uk/register](https://www.fca.org.uk/register) or by contacting them on **0800 111 6768**.