



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

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

Lloyd's Policy

This contract of insurance is between **You** and **Us** (Prosight Syndicate 1110 @ Lloyd's). **We** bind ourselves and **Our** (Executors and Administrators) for 100% of the risk in the event of loss destruction of damage as detailed in this Policy and not jointly with others.

You or **Your** representative can obtain the name of each of **Us** and **Our** respective shares by applying to: Market Services, Lloyd's, One Lime Street London EC3M 7HA.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Numbers and other details can be found on the Financial Services Register at www.fca.org.uk

Contents

Introduction 4

Helpful and important information about your insurance 5

Helpful Hints to Protect your Holiday Home..... 6

Policy Definitions..... 7

Section 1 - Loss of or Damage to Holiday Park Home and **Contents**..... 9

 A. Standard Cover..... 9

 B. Section Extensions..... 13

 C. Section Conditions..... 16

Section 2 - Public, Personal and Property Owners Liability 18

 A. Standard Cover..... 18

 B. Section Extensions..... 19

General Conditions 19

General Exclusions 20

What to do in the event of a claim 22

Complaints Procedure..... 24

Introduction

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

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

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

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

IN WITNESS WHEREOF this Policy has been signed by:

A handwritten signature in black ink, appearing to read 'Paul Scoble', with a horizontal line extending from the end of the signature.

Signature and Issuers title

Important information about Your insurance

Schedule

The Schedule is evidence of **your** contract of insurance with the **Underwriters**.

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

Policy

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

Law & jurisdiction applicable to the insurance

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

Cooling Off Period (Consumers)

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

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

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

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Data Protection Act 1998

It is necessary for **Us** to collect, hold and process data in connection with this contract of insurance. Data may be processed for some or all of the following purposes: administration, claims management, compliance, customer concern handling, the detection and prevention of fraud, litigation (including arbitration and mediation) and underwriting. As part of such processing data may be requested from and transferred to insurance intermediaries, other insurers, police forces, professional advisers (**Ours** and **Yours**), regulators, re-insurers and other service providers. Data will be processed in accordance with the Data Protection Act 1998. In particular it will be processed fairly and securely and will only be kept for as long as necessary.

Helpful Hints to Protect your Holiday Park Home

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

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

Drain Down

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

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

Theft

It is worth considering the following precautions:-

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

Water Ingress

Sensible precautions should be taken as follows:-

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

Fire

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

Policy Definitions

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

Breakage means:

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

Holiday Park Home means:

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

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

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

Contents means:

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

Contents do not include:

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

Coverholder means:

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

Electrical and Electronic Equipment means:

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

Family means:

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

Money means:

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

Personal Effects and Clothing means:

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

Personal Effects and Clothing do not include:

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

Sports and Leisure Equipment means:

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

Standard excess means:

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

Unoccupied means:

When the **Holiday Park Home** is left unattended by **You** or a responsible member of **Your Family**, or a responsible adult for a period in excess of 72 hours.

United Kingdom means:

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

Valuables means:

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

We, Our, Us, Underwriters means:

Syndicate 1110 @ Lloyd's

You, Your, Insured means:

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

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

A. Standard Cover

What is Covered	What is Not Covered
We will pay for direct physical loss of or damage to Your Holiday Park Home or Contents occurring during the Period of Insurance caused by the following:	The standard excess shown in the Schedule other than when a more specific excess applies. Any amount exceeding: £750 any one item and £2,500 in total in respect of Electrical and Electronic Equipment £250 any one item and £1,000 in total in respect of Personal Effects and Clothing or Sports and Leisure Equipment
1. Fire and smoke	Loss or damage from any gradually operating cause
2. Explosion	
3. Lightning and thunderbolt	
4. Earthquake and subterranean fire	
5. Riot, civil commotion, strike, labour disturbances, locked out workers, malicious acts and vandalism	Loss or damage by any person lawfully in Your Holiday Park Home
6. Aircraft and other aerial devices or anything dropped or falling from them	
7. a) Storm or tempest including hail or weight of snow	- Loss or damage to fences and gates unless Your Holiday Park Home is damaged at the same time - Loss or damage arising from seepage of water into any Holiday Park Home through seams or seals from any gradually operating cause
b) Flood	Loss or damage to fences and gates unless Your Holiday Park Home is damaged at the same time

8. Theft or attempted theft	• Loss or damage by any person lawfully in Your Holiday Park Home • Loss or damage unless a person has used violent force to enter or leave the Holiday Park Home
9. Escape of water, liquefied petroleum gas or oil from any fixed water or domestic heating installation, washing machine, dishwasher or freezer	• Loss or damage to the damaged part of the installation itself • Loss or damage caused by corrosion or wear and tear • Loss or damage if Your Holiday Park Home is left unoccupied during the period from 1st October to 31st March unless: - the water has been turned off at the mains and all equipment fully drained down, or - for any time the Park remains open prior to the Holiday Park Home being fully drained down water has been turned off at the mains stopcock, all taps are left open, sinks and plug holes are left unobstructed or - a heating system fitted with automatic controls and a separate thermostat is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius or - If the heating system as described above is installed and is additionally fitted with a "frost stat" that is designed and installed to override all other heating controls, irrespective of their functional status, then this may be set to operate at not less than 4 degrees Celsius.
10. Collision by any vehicle or animal	
11. Breakage or collapse of television or radio aerials satellite, receiving dishes, their fittings or masts	• Loss or damage following mechanical or electrical breakdown

12. Falling trees, telegraph poles or lamp posts or any parts of them	• The cost of removing them other than from the immediate vicinity of damaged Holiday Park Home and disposing of them • Loss or damage to fences and gates, unless Your Holiday Park Home is damaged at the same time • Loss or damage caused by tree felling, lopping or topping
13. Water freezing in any fixed domestic water or heating installation	• Loss or damage caused by corrosion or wear and tear • Loss or damage if Your Holiday Park Home is left unoccupied during the period from 1st October to 31st March unless: - the water has been turned off at the mains and all equipment fully drained down, or - for any time the Park remains open prior to the Holiday Park Home being fully drained down water has been turned off at the mains stopcock, all taps are left open, sinks and plug holes are left unobstructed or - a heating system fitted with automatic controls and a separate thermostat is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius or - If the heating system as described above is installed and is additionally fitted with a "frost stat" that is designed and installed to override all other heating controls, irrespective of their functional status, then this may be set to operate at not less than 4 degrees Celsius.
14. Breakage of fixed glass in windows, doors, fanlights, skylights or ceramic hobs or sanitary fittings in Your Holiday Park Home	

15. Subsidence, heave or landslip of the site on which Your Holiday Park Home stands.	• In respect of Your Holiday Park Home, the first GBP500 of each and every loss • Loss or damage caused by: - the bedding down of new Holiday Park Home or the settlement, shrinkage or expansion of newly made-up ground within 12 months of completion of building work; - defective design; - inadequate foundations and or foundations which did not meet building regulations current at the time of construction; or - coastal or river erosion • Loss or damage occurring while Your Holiday Park Home is undergoing demolition, structural alteration or structural repair
16. Accidental damage	• Any loss or damage caused by: - any other event in the Standard Cover; - any kind of fungi, rot, woodworm, vermin, insects, damp, condensation, atmospheric or climatic conditions - chewing, scratching or fouling by animals - faulty manufacture, faulty workmanship, defective design or use of defective materials - deterioration or any process of cleaning, dyeing, restoration or repair - corrosion, wear and tear, depreciation, settlement, shrinkage or any other gradually operating cause - any existing or hidden defect, computer breakdown or software failure. • The costs of routine maintenance, service or normal costs of decoration • Loss or damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure • Loss or damage caused while the Holiday Park Home is let

B. Section Extensions

What is Covered	What is not Covered
1. Additional Expenses After a loss which is insured under the Standard Cover We will pay the following additional expenses or losses which You have incurred with Our permission: • Architects', surveyors' legal and other fees to rebuild or repair Your Holiday Park Home • The costs of removing debris, dismantling, demolishing, shoring up, propping up or supporting parts of Your Holiday Park Home which have been damaged • The additional costs of rebuilding or repairing the damaged parts of Your Holiday Park Home to meet any European Union, Government or Local Authority requirements • Costs incurred in the delivery and or re-siting the Holiday Park Home at the insured premises The most We will pay for any one claim is GBP5,000.	• Any costs of preparing a claim under this policy • Any costs in excess of the Holiday Park Home Sum Insured • The amount of the excess • Any costs for complying with any regulations notified before the loss of damage occurred
2. Alternative Accommodation If Your Holiday Park Home is rendered uninhabitable because of any loss or damage which is insured under the Standard Cover, We will pay You the cost of alternative accommodation. The most We will pay for any one claim is GBP75 per night up to a maximum of GBP750.	• Any costs incurred without Our prior agreement

3. Loss of Rent If Your Holiday Park Home is rendered uninhabitable because of any loss or damage which is insured under the Standard Cover, We will pay You for rent you would have received or site fees and council tax you have paid for the period the Holiday Park Home could not be occupied. The most We will pay for any one claim is 5% of the total sum insured on Your Holiday Park Home.	- Any costs incurred without Our prior agreement - Any costs not substantiated by documentary evidence of pre-arranged bookings
4. Conveyancing Cover When You have exchanged contracts to sell Your Holiday Park Home We will give the buyer the benefit of this insurance until the sale is completed.	Any claim for loss or damage to the Holiday Park Home if the buyer is insured under any other insurance
5. Loss of Keys We will pay You for replacing locks, including keys, of the same quality to: - Any external doors and windows; and - Intruder alarms and safes installed in Your Holiday Park Home If the keys are: - Stolen; or - Accidentally lost The most We will pay for any one claim is GBP100.	
6. Metered Water, Liquefied Petroleum Gas or Oil used for Heating We will pay You for loss of Metered Water, Liquefied Petroleum Gas or Oil if the loss is caused by insured damage to Your fixed domestic water or heating installation. The most We will pay in any one period of insurance is GBP250.	

7. Loss of Title Deeds We will pay up to GBP250 if You need to replace the title deeds to Your structure as a result of loss or damage within Your structure or in Your bank.	
8. Emergency Access We will pay up to GBP1,000 as a result of loss or damage to Your Holiday Park Home and its Contents following necessary access to deal with a medical emergency or to prevent damage to Your Holiday Park Home.	Any claim for loss or damage to the Holiday Park Home if the buyer is insured under any other insurance
9. Pre-authorisation You may arrange for reasonable and necessary emergency repairs to be carried out to Your Holiday Park Home up to GBP250 as long as You obtain a receipt or estimate, complete a claim form and send it to Us as soon as possible.	Claims that are not covered within the terms and conditions of this Policy
10. Additional Interests Additional interests are automatically recorded within the insurance provided by this Policy and are to be declared to Us in the event of a claim.	

C. Section Conditions

1. Basis of Claims Settlement

New for Old Basis of Claims Settlement

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

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

If the **Holiday Park Home** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Holiday Park Home**.

If the **Holiday Park Home** has not been maintained in a good state of repair **We** will pay the cost of repair or replacement less a deduction for wear and tear.

For the **Contents** **We** will pay the replacement cost of a new item, or **We** will replace it with a new item if **We** choose. This does not include items that can be economically repaired where **We** will pay the cost of repair.

Market Value Basis of Claims Settlement

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

If the **Holiday Park Home** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Holiday Park Home**.

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

For the **Contents** **We** will do the following:

- **We** will pay the replacement cost of a new item less an amount deducted for age, wear and tear or
- replace it with a new item, less an amount deducted for age, wear and tear if **We** choose or
- where items can be economically repaired **We** will pay the cost of repair.

2. General Conditions Applying to All Claims

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

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

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

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

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

3. Obsolete parts

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

4. Automatic reinstatement of the Sum Insured

The Sum Insured by this Section shall not be reduced by the amount of any claim providing **You** agree to carry out recommendations in the required timescales put forward by **us** to prevent further loss and or damage and **You** shall pay any proportionate additional premium required up to the expiry date.

5. Anchoring

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

Section 2 - Public, Personal and Property Owners Liability

A. Standard Cover

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

What is Covered	What is not Covered
We will pay all amounts which You (or after Your death Your legal representatives) or Your Family become legally liable to pay due to: - accidental death of or bodily injury to any person other than a member of Your Family; or - accidental loss of or damage to property which does not belong to or is not in the charge or control of You or Your Family; or You owning the Holiday Park Home, and the land upon which the Holiday Park Home stands; or You previously owning and occupying any Holiday Park Home under Section 3 of the Defective Premises Act 1972 happening during the Period of Insurance in the United Kingdom brought against You or Your Family. We will not pay more than the amount shown in the Schedule for any one accident or series of accidents comprising one event in addition to: - costs and expenses recoverable from You by any claimant, providing these costs and expenses were incurred before the date on which We paid or offered to pay either the full amount of the claim, or the total amount recoverable in respect of such claim; and - costs and expenses incurred by You with Our consent	You are not covered for legal liability arising from: - Any trade or business activity involving You or any member of Your Family, other than the hiring or letting of the Holiday Park Home for reward You owning or using any: - mechanically or electrically propelled vehicles (other than domestic garden equipment); - animal other than domestic cats or dogs; - aircraft or watercraft; or - lifts (other than domestic stair lifts) - Liability arising from the direct or indirect consequence of: - assault or alleged assault - any deliberate or wilful or malicious act - the transmission of any infectious disease or virus You owning or possessing a proscribed animal under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991, the Dangerous Dogs (Amendment) 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation - A contract unless You would have been legally liable anyway - Any action brought against You other than in a Court of United Kingdom jurisdiction - Accidents occurring away from the insured premises - Liability for payment of any fines - Any third party claims where these claims fall under the cover provided by You or any other insurance

B. Section Extensions

Unrecovered damages

We will pay **You** all sums which **You** have been awarded in a Court within the jurisdiction and which have not been paid to **You** within 6 months of the date of the award:

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

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

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

Liability Section Claims Conditions

No admission, offer, promise, payment or indemnity shall be made or given by **You** or on **Your** behalf without **Our** prior written consent may at **Our** option take over and conduct in **Your** name the defence or settlement of any claim or prosecute in **Your** name for **Our** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and **You** shall give all such information and assistance as **We** may require.

General Conditions

These conditions apply to the whole Policy

1. Application of Excess

For the purpose of the application of any excess arising in the event of any claim each structure shall be considered as a separate risk whether or not they are in common ownership.

2. Cancellation

We may cancel this Policy by sending **You** fourteen (14) days notice by recorded delivery to **Your** last known address and in such event **You** will become entitled to the return of premium in proportion to that part of the premium corresponding to the unexpired Period of Insurance.

You can also cancel this insurance at any time by writing to **The Coverholder**. Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim.

3. Contribution

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

4. Precautions and Care

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

5. Subrogation

If **We** become liable for any payment under this insurance for a Loss, **We** shall be subrogated to the extent of such payment to all the rights and remedies of **Yours** against any party for such Loss and **We** shall be entitled, at **Our** own expense, to sue in **Your** name. **You** shall give **Us** all such assistance in **Your** power as **We** may require to secure **Our** rights and remedies either before or after indemnification.

GENERAL EXCLUSIONS

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

Asbestos

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

Biological or Chemical Materials Exclusion

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

Confiscation

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

Deliberate Damage

Any existing or deliberate damage:

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

Loss of Value

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

Pairs and Sets

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

Pollution and Contamination

This Insurance does not cover any liability for:

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

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

Radioactive Contamination

This Policy does not cover

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

Rented Holiday Park Homes

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

Sanctions, Export and Exchange Control

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

Sonic Bangs

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

War and Terrorism

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 2. any act of terrorism.
- For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

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

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

What to do in the event of a claim

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

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

To make your claim - How to contact

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

Direct Group
Fulwood Park, Caxton Road,
Fulwood,
Preston PR2 9NZ
Tel: 0844 854 9928
Email: prosight@directgroup.co.uk

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

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

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

Direct Group
Fulwood Park, Caxton Road,
Fulwood,
Preston PR2 9NZ
Tel: 0844 854 9928
Email: prosight@directgroup.co.uk

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

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

3. We have the right:

- On the happening of any loss of or damage to the insured property to enter any **Holiday Park Home** where the loss or damage has occurred and to take and keep possession of the insured property and (at **Our** discretion) deal with the salvage. No property may be abandoned to **Us**.
- To undertake in the name and on the behalf of **You** the absolute conduct, control and settlement of any proceedings and to take proceedings at our own expense and for **Our** own benefit but in **Your** name to recover compensation or secure payment from any third party in respect of anything covered by the Policy.
- To pay **You** the maximum sum payable under any Liability cover (but deducting in such case any sum or sums already paid) or any lesser sum for which a claim or claims can be settled and **We** shall then be under no further liability except for the payment of costs and expenses (whether recovered from **You** by any claimant or incurred with **Our** written consent) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which **We** may be responsible under the Policy.

Some notes and additional information for your guidance

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

- **We** may ask an independent loss adjuster or engineer to visit **You**, in which case **We** will let **You** know beforehand.
- If **You** are in any doubt as to what **You** should do, or **You** need help in making **Your** claim, please telephone
Direct Group
Tel: 0844 854 9928
- Water Damage is a major issue for owners and **We** strongly recommend that the Park approved drain down and re-commissioning service is used.

Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times. If **You** feel that **We** have not offered a first class service or if **You** have any questions or concerns about the policy or the handling of a claim.

You should, in the first instance, **The Coverholder** through whom this insurance was placed. If **You** are not satisfied then **You** can write giving **Us** full details of **Your** complaint to:

The Compliance Officer
Syndicate 1110 @ Lloyd's
Level 7, 3 Minster Court
Mincing Lane
London EC3R 7DD

In the first instance, **We** will review **Your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **Your** complaint and write to **You** within two weeks with our response.

If **You** are not satisfied with our response, or have not heard from **Us** within two weeks, **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

If, following **Our** review, **You** wish to ask Lloyd's to investigate **Your** complaint **You** may do so by contacting:

Lloyd's Complaints, One Lime Street, London EC6BPM 7HA
Email: complaints@lloyds.com
Telephone 0207 327 5693 Fax 020 7327 15225
www.lloyds.com/complaints

You may be eligible to refer **Your** case to the Financial Ombudsman Service. **You** must do this within 6 months of Lloyd's Final Response. 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.

The FOS can be contacted at:

The Financial Ombudsman Service, Exchange Tower, London , E14 9SR
By Phone: 0800 023 4567/ 0300 123 0123
By Email: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** must provide **Us** with written authority to allow **Us** to deal with them. **You** will have to pay their costs.

