

# Park Home Policy Wording





# A warm welcome to Towergate Insurance

## Thank You for choosing Towergate Park Home Insurance

At Towergate Insurance, 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 Towergate.

Towergate looks forward to taking care of **You** and **Your** Park Home.

On behalf of:  
Towergate Insurance



# How to get in touch

## Changes, cancellations or general enquires

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

Telephone: **01242 528844**  
Email: **caravancustomerservice@towergate.co.uk**  
In writing: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

## Claims enquiries

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

Telephone: **0330 018 2293**  
Email: **leisurehomeclaims@davies-group.com**  
In writing: Towergate Insurance, PO Box 800, Elland 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 Towergate Insurance at the following:

Telephone: **01242 528844**  
Email: **customer.care@towergate.co.uk**  
In writing: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

For full details of Towergate Insurance's complaint procedure, please see our 'How to make a complaint' section.



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# Who provides Your insurance

**Your** policy has been arranged by Towergate Insurance on behalf of Ageas Insurance Limited and the insurers referred to in the other sections of cover below.

Towergate Insurance 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 [www.fca.org.uk](http://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**

Cover under these sections is underwritten by Ageas Insurance Limited.

Ageas Insurance Limited is registered in England and Wales, Company Number 354568. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039. This can be checked by visiting the Financial Services Register.

## **Section 3: Park Home Emergency Assistance, Section 4: Key Protection, Section 5: Excess Protection and Section 6: Park Home Legal Expenses Insurance**

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 Towergate 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 Towergate 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 Towergate 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, Park Home Emergency Assistance, Key Protection, Excess Protection** and **Park Home Legal Expenses Insurance**. 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 Towergate and **Your** Insurers check information provided and prevent fraudulent claims.

Under the conditions of **Your** policy **You** must tell Towergate 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 Towergate about an incident we will pass information relating to it to the relevant database. Towergate 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, Towergate 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. Towergate 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 Towergate on the number shown in **Your** policy wording if **You** want to receive details of the relevant fraud prevention agencies. Towergate and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Changes in Your circumstances

**You** must tell Towergate as soon as reasonably practicable about changes that may affect **Your** policy cover, as described below. If Towergate 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 Towergate 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 Towergate about are:

- If **You** change **Your** park home;
- If **You** change **Your** park 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** park home or if the park 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** park home which is not routine maintenance, repair or decoration, for example any structural alteration or extension to **Your** park home.

When **You** tell Towergate about a change, we 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 Towergate 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 cancellations terms set out in Section 1 & 2 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.

The value of **Your Structure** should be enough to cover the cost of replacement as new, site clearance, fees, transportation and resiting and any alternative accommodation costs.

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

If **You** would like guidance on this subject, please ask Towergate.

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.

## Misrepresentation

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

In all other cases, Towergate 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 Towergate 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, Towergate will only pay a claim if the claim would have been covered by a policy containing such terms. If Towergate 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, Towergate 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, Towergate 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 Towergate may refuse **Your** claim or take the balance of any outstanding premium due from any claim payment made to **You**. This means that Towergate 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

Towergate will do everything possible to ensure that **You** receive excellent service and to be there when **You** need us. Towergate 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 Towergate Insurance Services

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: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ  
Email: **customer.care@towergate.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: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ  
Email: **customer.care@towergate.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

Towergate 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

Towergate 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 Towergate's investigation, the reason for it and the next steps; or
- A holding letter confirming when Towergate anticipate we will have concluded our investigation.



### Step 3: Referring to the Financial Ombudsman Service

If Towergate are unable to resolve **Your** concerns within 8 weeks, **You** may be entitled to refer the complaint to the Financial Ombudsman Service. Towergate will provide full details of how to do this when we provide our 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: **www.financial-ombudsman.org.uk**

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

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 Towergate's email address: **customer.care@towergate.co.uk**

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

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

## Compensation

Towergate Insurance and **Us** are covered by the Financial Services Compensation Scheme (FSCS). If **We** and Towergate Insurance 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 **www.fscs.org.uk** or call (Freephone) on **0800 678 1100** or **+44 (0)207 7741 4100**

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

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



# Your data – Towergate Insurance's Fair Processing Notice

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

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. We will update this notice as required and at least annually (every December). Therefore, we suggest you revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: [ico.org.uk](https://ico.org.uk)

## Who are we?

Towergate Insurance (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London EC3R 7PD. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit [www.ardonagh.com](https://www.ardonagh.com)

## What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name; telephone number; email address; postal address; occupation; date of birth; additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information, then we will be unable to offer you that product or service.

## How do we use your personal information?

We will use your personal information to:

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis.



We may also take the opportunity to:

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### **Securing your personal information**

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. We will never make a search that leaves a record on your credit history without informing you first.

We may use firms involved in financial management regarding payment.

We may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer. We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.



The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

### **How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

### **Your rights**

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information we hold about you.
- Erasure – Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten).
- We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.
- Marketing – If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

If you are unhappy about the way we have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at [ico.org.uk/your-data-matters](https://ico.org.uk/your-data-matters)

Details of how your data is used for the other sections are included in those parts of your policy where applicable.



# Useful tips

## Preparing Your park 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 park home insurance**

Check **Your** park 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** park 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** park home is lost through the roof and walls, so ensure they are fully insulated to use less energy and keep **Your** park 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 Your 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** park 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** park 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.

## **Park 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.

## **Contents**

Household goods and belongings to which are the responsibility of **You** and **Your Family** and contained in the **Structure** 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.
- Any "Specified **Personal Possessions**" as noted on **Your** policy schedule.

## **Excess**

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

## **Family**

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

## **Hired Out**

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



### Personal Possessions

Pedal cycles and property which is normally worn or carried on or about the person in and away from the **Structure**, 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.

### Structure

**Your** chassis built: static caravan holiday home, static holiday caravan, holiday lodge, park 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, skirting, veranda, patio, decking, steps, flotation devices, storage boxes, outbuildings (including sheds) and static caravan base;

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

### 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

Ageas Insurance Limited.

### You/Your

The person(s) named in the schedule.



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

Details of how **Your** data is used for Section 1: Structure & Contents and Section 2: Personal Possessions are shown below.

## Ageas Insurance Limited Privacy Notice

For **Our** full Privacy Policy please visit **Our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy), or contact **Our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk)

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **We** collect, use, share, transfer and store **Your** information. **Your** insurance adviser will have their own uses for **Your** personal data. Please ask **Your** insurance adviser if **You** would like more information about how they use **Your** personal information.

### Collecting Your information

**We** collect a variety of personal information about **You** such as **Your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **Your** computer). Where relevant, **We** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **Your** health. **We** also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using Your information

**We** collect **Your** personal information and/or special categories of personal information because **We** need it to provide **You** with the appropriate insurance quotation, policy and price as well as manage **Your** policy such as handling a claim or issuing documentation to **You**. **Our** assessment of **Your** insurance application may involve an automated decision to determine whether **We** are able to provide **You** with a quotation and/or the price. If **You** object to this being done, then **We** will not be able to provide **You** with insurance. **We** will also use **Your** information where **We** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **You**); collecting information regarding **Your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls. Please note if **You** have given **Us** information about someone else, **You** would have confirmed that **You** have their permission to do so.

### Sharing Your information

**We** share **Your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **Us** or on **Our** behalf or where **We** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **We** are trialling their products and services which **We** think may improve **Our** service to **You** or **Our** business processes. Unless required to by law, **We** would never share **Your** personal data without the appropriate care and necessary safeguards being in place.



### **Keeping Your information**

**We** will only keep **Your** information for as long as is necessary to provide **Our** products and services to **You** and/or to fulfil **Our** legal, regulatory, tax and accounting obligations. **We** also keep **Your** information for several years after the expiry of **Your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **Our** full Privacy Policy for more information.

### **Use and storage of Your information overseas**

**Your** information may be transferred to, stored and processed outside of the **United Kingdom** (UK). **We** or **our** service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store **Your** information) to which foreign law enforcement agencies may have the power to access. However, **We** will not transfer **Your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **We** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **Your** information.

### **Your rights**

**You** have a number of rights in relation to the information **We** hold about **You**, including: asking for access to and a copy of **Your** personal information, objecting to the use of **Your** personal information or to an automated decision including profiling, asking **Us** to correct, delete or restrict the use of **Your** personal information, withdrawing any previously provided permission for the use of **Your** personal information and complaining to the Information Commissioner's Office at any time if **You** object to the way **We** use **Your** personal information. Please refer to **Our** full Privacy Policy for more information.

Please note that there are times when **We** will not be able to delete **Your** personal information. This may be as a result of fulfilling **Our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **We** have to keep **Your** information. If **We** are unable to fulfil a request, **We** will always let **You** know **Our** reasons.



# 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 **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

### A. Standard Cover

Loss or damage to the **Structure** and **Contents** caused by:

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.

## We will not pay for

### A. Standard Cover

The amount of any **Excess** shown in **Your** schedule.

In relation to each type of loss or damage listed on the left, **We** also don't cover:

1. Loss or damage from:
  - 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 **You, Your Family** or persons lawfully in the property.

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

7. Theft or attempted theft.

8. Collision involving vehicles, animals, aircraft or aerial devices or anything dropped from them.

9. Falling trees or branches.

10. Falling aerials and their fittings or masts, telegraph poles, pylons or lamp posts.

### We will not pay for

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.

Loss or damage occurring whilst the **Structure** or any part is **Hired Out** unless involving forcible and violent entry into or exit from the **Structure**.

Loss or damage occurring whilst 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 60 consecutive days, or
- c) Not **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 72 consecutive hours.

Theft or attempted theft from outbuildings unless involving forcible and violent entry into or exit from the outbuildings.

Loss or damage caused by **You** or **Your Family**.

Loss or damage by deception unless deception is only used to gain entry to the **Structure**.

8. Loss or damage caused by domestic pets or insects.

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**.

10. Loss or damage to the installation or appliance itself.



### We will pay for

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

### 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

### Optional Extra Cover

Item 12 Accidental loss or **Accidental Damage** to the **Structure** and **Contents** inside the **Structure** is only in force if shown in the schedule.

#### 12. Accidental loss or **Accidental Damage**.

## We will not pay for

#### 12. Loss or damage while the park 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; 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 gradual, long-term or sustained cause.

Loss or damage caused by mechanical or electrical breakdown.

Loss or damage to records, films, tapes, cassettes, discs, cartridges or styli.

Loss or damage to electrical equipment designed to be portable whilst it is being transported, carried or moved.

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

#### **B. Frost Damage to Plumbing Installations**

Frost damage to interior boiler, fixed domestic water or heating installations.

#### **C. Breakage of Glass, Mirrors and Sanitary Ware**

Accidental breakage of:

- 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**.

#### **D. Damage to Underground Services**

**Accidental Damage** to underground services to the **Structure** for which **You** are legally responsible.

### We will not pay for

#### **B. 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.

Any boiler or fixed heating or water installation over 10 years old.

#### **C. Loss or damage caused while the **Structure** is **Unoccupied**.**

#### **D. Loss or damage caused while the **Structure** is **Unoccupied**.**



### We will pay for

#### E. Damage to Electrical Equipment

**Accidental Damage** to televisions, radios, home computers, rented telephone equipment, audio and video equipment in the **Structure**.

#### F. Household Removal

Accidental loss or damage to **Contents** while in direct transit from the **Structure** for permanent removal to another within the **United Kingdom**.

### We will not pay for

#### E. Loss or damage to records, films, tapes, cassettes, discs, cartridges or styli.

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.

Loss or damage to equipment designed to be portable whilst it is being transported, carried or moved.

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

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.

#### F. Loss or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.

Loss or damage caused by scratching, denting or bruising.

Loss of or damage to property in storage.

Loss or damage insured under another policy.

Loss or damage to **Money** or **Valuables**.



## We will pay for

### G. Additional Costs

Up to £10,000 for the additional costs of:

- a) Resiting and delivery
- b) Complying with Government or Local Authority requirements
- c) Architects, engineers, surveyors and other professional fees
- d) Clearing debris, demolition, shoring or propping up necessary

as a result of loss or damage insured by Section 1:  
Structure & Contents – A. Standard Cover.

### H. Contents Temporarily Removed

Up to £5,000 for **Contents** while temporarily removed from the **Structure** but within the **United Kingdom** when in:

- 1) any private home where someone is living;
- 2) a bank or safe deposit;
- 3) any trade premises for making up, alteration, renovation, repair, cleaning, dyeing or valuation;
- 4) any building in which **You** or a member of **Your Family** work,

which is caused by:

- a) Loss or damage insured under Section 1 – Structure & Contents – A. Standard Cover; except theft or attempted theft.
- b) Theft or attempted theft:
  - i) From or during direct transit to or from any bank or safe deposit;
  - ii) From any building where **You** or **Your Family** are employed or carry on business or reside;
  - iii) From any building where entry or exit has been gained by violent and forcible means.

## We will not pay for

- G.** Costs for complying with Government or Local Authority requirements notified before the loss or damage occurred.

Professional fees charged for preparing any claim made under this policy.

- H.** Loss or damage to property for sale or away on exhibition or in a furniture depository.

Loss of or damage to guests' belongings.

Loss or damage by theft or attempted theft arising from the use of keys left unattended in, on or around the home.

Theft of **Money** unless involving forcible and violent entry into or exit from a building.

Storm, flood or malicious damage to property which is not in a building.

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.



## We will pay for

### I. Temporary Accommodation and Loss of Rent

Up to £25,000 (other than when the **Structure** is being let, lent, or rented out then the amount is £15,000) for:

- a) The reasonable costs of temporary accommodation;
- b) Loss of rent payable to **You**;
- c) Ground rent which continues to be payable by **You**;
- d) Emergency kennelling for **Your** domestic pets;

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.

### J. Compensation for Death in Your Home

£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.

### K. Theft or Loss of Keys

The reasonable cost for the replacement of external door locks to the **Structure** if **Your** keys are stolen or lost.

### L. Frozen Food

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.

### M. Contents at University/College

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.

## We will not pay for

- I. More than two weeks of accommodation or rental costs when the **Structure** is not **Your Primary Residence** for any one claim.

Any costs associated with keeping livestock and/or horses.

Any subscription-based services to **Your** alternative accommodation.

Any costs **You** incur without **Our** prior agreement.

- K. Loss arising from keys left unattended in, on or around the **Structure**.

- L. Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electric supply to **Your Structure**.

- M. Loss or damage caused by theft or attempted theft unless involving forcible or violent entry or exit from a building.

Loss of or damage to **Contents** insured under any other policy.



## We will pay for

### N. Wedding Gifts Cover

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**.

Cover applies while in:

- a) The **Structure**.
- b) The building where the reception is held.
- c) The married couples' **Primary Residence**.
- d) Transit between any of the places specified above.

### O. Metered Water and Loss of Oil

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. Garden Cover

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.

### Q. Emergency Access

Damage to **Your Structure** caused by forced access to attend a medical emergency or an event which could result in damage to the **Structure**.

## We will not pay for

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

**P.** Loss or damage to items not contained within the boundaries of the **Land**.

Loss or damage caused by **You** or **Your Family**.

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

Loss or damage caused by theft when the **Structure** is **Unoccupied**.

Loss or damage to any plant, shrub or tree grown for business purposes.



## We will pay for

### R. Liability to the Public

Up to £5,000,000 for any one cause (other than death, bodily injury or disease of **You** domestic employees, where the amount is £5,000,000), plus defence costs and expenses incurred by **You** with **Our** consent, to indemnify **You** or **Your Family** against legal liability for:

- a) Accidental death, bodily injury or disease of any person.
- b) **Accidental Damage** to property arising:
  - 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.

## We will not pay for

### R. Liability arising from:

Accidental death, bodily injury, illness or disease to **You** or **Your Family**.

Loss or damage to property which belongs to **You** or **Your Family**, household or domestic employees or is in their custody or control.

The ownership of any building or land other than the **Structure** and **Land**.

Any profession, business, or employment of **You** or **Your Family** other than the **Structure** being **Hired Out** for residential purposes.

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.

Any agreement or contract unless liability would have applied anyway.

Actual, alleged or threatened discrimination or harassment due to age, race, national origin, colour, sex, creed, disability, sexual preference or any other discrimination.

The ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

Any criminal, wilful, intentional or malicious act or omission by **Your Family**.

Acts or omissions of **Your 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 the **Family** member acted with reasonable force to protect any person or property.

Any disease that can be passed from one person to another.



## We will pay for

### S. Title Deeds

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.

### T. Jury Service

**We** will provide cover for expenses and loss of earnings arising from service as a juror for any period in excess of two weeks. The most **We** will pay for any one event is up to £25 per day and the most **We** will pay in total is £1,500.

### U. Unrecovered Court Awards

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 – P Liability to the Public and where **We** are satisfied that these sums are not recoverable from the party held responsible by the Court.

The award must be made in a court in the **United Kingdom** and must not be the subject of any appeal.

## We will not pay for

Sexual molestation or corporal punishment.

Personal injury arising out of any actual, alleged or threatened:  
a) sexual molestation, misconduct or harassment;  
b) corporal punishment; or  
c) sexual, physical or mental abuse.

Death or illness of or bodily injury to **You**.

Damage to property belonging to or being looked after by **You** or **Your** domestic staff.

Any liability arising from an award of a court outside the **United Kingdom**.

### T. Cover for anyone other than the **You** or **Your** spouse, partner or civil partner.

Expenses that can be recovered from any other source.

Any period of jury service which was notified to **You** prior to the inception of the insurance.

Cover while 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

Loss or damage to **Personal Possessions** and **Money** owned by **You** or **Your Family** anywhere in the world.

### We will not pay for

The amount of any **Excess** shown in **Your** schedule.

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.

Theft or attempted theft occurring whilst the **Structure** is either:

- Insufficiently furnished for normal occupation, or
- Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 60 consecutive days, or
- Not **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 72 consecutive hours.

Loss or damage caused by:

- 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**.

Loss or damage to:

- 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** only covered –  
the following subsections do not apply:

- C.** Breakage of Glass, Mirrors and Sanitary Ware:
  - 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:
  - b) **Accidental Damage** to property arising
    - 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.
- S.** Title Deeds

**Contents** only covered –  
the following subsections do not apply:

- B.** Frost Damage to Plumbing Installations
- C.** Breakage of Glass, Mirrors and Sanitary Ware:
  - 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:
  - b) **Accidental Damage** to property arising
    - 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 Section 1: Structure & Contents – 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 £12,000 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) £750 in respect of any one **Personal Possession**.
- 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 shown on **Your** schedule for **Your** specified **Personal Possessions**. 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

**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. Payments will not exceed the sums insured.

## 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 Towergate Insurance as soon as reasonably practicable and as requested by them, provide full written details and supporting documents of the loss or damage to property sustained. 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 Towergate Insurance as soon as reasonably practicable and provide full written details and assistance as requested by them.
- ii) As soon as reasonably practicable send Towergate Insurance 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: Towergate Insurance, PO Box 800, Elland HX1 9ET  
Email: [leisurehomeclaims@davies-group.com](mailto: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

Towergate Insurance 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 Towergate Insurance 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: Park Home Emergency Assistance, Section 4: Key Protection, Section 5: Excess Protection and Section 6: Park Home Legal Expenses Insurance**

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 Towergate 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.

#### **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

Towergate 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: Park 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

#### 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 **www.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**, Alwyn 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** Park 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

### **Park 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 Park Home Emergency

Routine maintenance can help prevent an **Emergency** from happening or can reduce the extent of damage caused to **Your Park Home**. The following can help to protect **Your Park 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 Park 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 Park 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 Park 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 LPGBTE202. 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:

- 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.
- Be ready to provide the full address and postcode of **Your Park 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**.
- 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.
- 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 Park 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 Park 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 Park Home**;
- b) making **Your Park Home** unsafe, insecure or uninhabitable;
- c) leaving **Your Park 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 Park 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 Park Home** with **Your** permission.

**Insurer**

The insurance under Section 3 is underwritten by Alwyn Insurance Company Limited.

PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

**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 Park Home** and/or the responsibility of the relevant utility company.

**Main Source of Heating**

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

**Park 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.

**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

- a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the **Insurer**.
- b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the **Insurer**.

Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office:  
8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

### You, Your

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

## What is covered?

### The Insurer will pay for

- 1. Internal Plumbing and Drainage**  
**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 Park Home**.

### The Insurer will not pay for

- 1. Internal Plumbing and Drainage**
  - 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 Park 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

**2. Domestic Electric or Gas Supply 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 Park Home**.

**3. Windows, Doors and Locks 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 Park Home**. An **Authorised Repairer** will attempt to make **Your Park Home** safe and secure which may involve boarding up windows and/or repairing broken locks.

**4. Lost or Broken Keys Emergency Repairs** following an **Emergency** which occurs as a result of the keys to **Your Park Home** unexpectedly breaking, becoming lost or getting locked inside **Your Park Home** and there is no immediate access to a spare set. An **Authorised Repairer** will attempt to gain access to **Your Park Home** and where necessary, make it safe and secure which may involve boarding up windows and/or repairing broken locks.

**5. Pest Infestation Emergency Repairs** following an **Emergency** which occurs as a result of an infestation of **Pests** in **Your Park Home**.

**6. Main Source of Heating 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 Park Home**, including:

- a) a leak from **Your Park 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.

### The Insurer will not pay for

**3. Windows, Doors and Locks**  
Internal doors, glass or locks.

**5. Pest Infestation**  
An infestation outside **Your Park Home**.

**6. Main Source of Heating**

- 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

#### 7. Main Source of Heating Beyond Economic Repair

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.

**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 Park Home**.

#### 8. Temporary Heating

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).

**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 Park Home**.

### The Insurer will not pay for

#### 7. Main Source of Heating Beyond Economic Repair

- 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 Park 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 Park 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.



### The Insurer will pay for

#### 9. Roof Damage

**Emergency Repairs** to the roof of **Your Park Home** following an **Emergency** which occurs as a result of adverse weather conditions or fallen trees.

**Please note that:**

- 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 Park Home** insurance policy for loss or damage to buildings and/or contents, which may include the costs of a **Permanent Repair**.

### The Insurer will not pay for

## 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 Park Home maintenance

Any claim which would have been prevented through routine maintenance of **Your Park 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 Park Homes**

Any claim where **Your Park 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 Park 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 Park Home** as a result of an **Authorised Repairer** having to gain access to **Your Park 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 Park Home** to its original condition, although this may be covered under another section of **Your Park 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 Park 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 40.

### b) Outside the cooling-off period

For **Your** cancellation rights, please refer to page 40.

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 Park 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 [www.fscs.org.uk](http://www.fscs.org.uk)



## 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 [www.legalprotectiongroup.co.uk](http://www.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](http://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, 8 Pinkers Court, Briarlands Office Park,  
Gloucester Road, Rudgeway Bristol BS35 3QH

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](http://ico.org.uk/concerns)

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

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)



## Section 4: 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 Astrenska Insurance Limited. This cover is provided to **You** in return for payment of the premium.

### To make a claim

Call: **0333 2419574**

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

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

Claims must be reported within 30 days of the incident date.

### Who does it cover?

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

### What criteria apply?

- **Territorial limits** are the Great Britain, Northern Ireland, Channel Islands or the Isle of Man;
- Stolen keys must be reported to the police and a valid crime reference obtained;
- All claims must be reported within 30 days of occurrence.

### Your responsibility

**You** must take reasonable care to:

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

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **Your** insurance broker when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, 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.

If **You** become aware that information **You** have given **Your** insurance broker is inaccurate or has changed, **You** must inform them as soon as possible.

This policy must be read together with **Your** current schedule, insurance product information document and any endorsements or certificates. These items together form **Your** contract of insurance.





## How to make a claim

In the event of a claim, please contact **Us** within 30 days of occurrence, giving **Us** as much information as **You** can about what has happened to bring about the claim.

Telephone: **0333 2419574**

Email: **keyclaims@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.

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

In order for **Us** to help **You** more efficiently, please quote "KeyBack" in all communications.

## How to make a complaint

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

If **Your** complaint relates to the sale of this policy, please contact **Your** insurance broker.

If **Your** complaint relates to a claim, please contact **Us** at:

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

Telephone: **0333 2419574**

It will assist **Us** in handling **Your** complaint quickly if **You** can please have **Your** claim reference available when **You** contact **Us**.

If for any reason it is not possible for **Us** to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This applies if **You** are an individual, or in a business capacity if **Your** annual turnover is up to EUR 2,000,000 and **You** have fewer than 10 members of staff.



**You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4567**  
Email: **complaint.info@financial-ombudsman.org.uk**  
Website: **www.financial-ombudsman.org.uk**

### **Financial Services Compensation Scheme**

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

**You** may also contact the FSCS on their Freephone number: **0800 678 1100** or **You** can write to:  
Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY

## **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 words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **Bold** throughout the policy.

### **Insured Key/Keys**

Any **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**

Astrenka Insurance Limited.

### **Period of insurance**

12 months from the date of inception of this policy.



### **Property**

**You** 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**.

### **Territorial limits**

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

### **Vehicle**

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

### **We/Our/Us**

Motorplus Limited t/a Coplus.

### **You/Your**

The policyholder and any immediate member of the policyholder's family, 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

When **Your Insured Keys** are lost, stolen or damaged by accidental means within the **Territorial Limits**, the **Insurer** will pay up to £1,500 in any one **Period of Insurance** in respect of:

- Locksmith charges;
- New locks (if a **Security Risk** has arisen); and
- Replacement **Insured Keys**.

Vehicle hire for a period of up to 3 days if **Your Vehicle** is unusable as a result of the **Insured Keys** being lost, stolen or damaged by accidental means. The **Insurer** will pay up to a maximum of £40 per day for a hire vehicle such as a Ford Focus 1.6 or a Peugeot 307 1.6 (ABI class S4).

The cost of reasonably incurred onward transportation if **You** are stranded due to the **Insured Keys** being lost, stolen or damaged by accidental means, up to a maximum of £100 per day up to a maximum of 3 days.

If **Your Insured Keys** are locked in **Your Property** or **Vehicle** **You** must report this to **Us** and **We** will arrange for a suitable contractor to attend. Upon validation of **Your** claim, the **Insurer** will reimburse **You** for costs incurred in obtaining a replacement key, repairing or replacing any damaged lock, up to the policy limit of £50.

**Insured Keys** that are unusable due to being damaged or broken in the lock up to the policy limit of £50.

### What is excluded

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**.

Any **Insured Keys** that are lost, damaged by accidental means or stolen and not reported to **Us** within 30 days of occurrence.

**We** will not replace locks or **Insured Keys** to a higher specification to those that are lost, damaged or stolen.

Any claims made within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.

Claims arising as a result of **Your** failure to take reasonable steps to safeguard **Insured Key(s)**.

Stolen **Insured Keys** which have not been reported to the police and a valid crime reference provided to **Us**.

Any claim over £50 for any one incident when **Insured Keys** are locked inside a **Property** or **Vehicle** or broken in the lock or ignition.

## Safeguarding Your keys

There are a number of ways in which **You** can take precautions to better protect **Your** keys as follows:

1. Never attach anything to **Your** keys that contains **Your** name, address or any details of where **Your** car may frequently be parked and never leave keys unattended.
2. 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.
3. Never leave doors or windows open, even by a small amount.
4. 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** car when leaving it.
5. Do not keep duplicate keys on the same key ring as **Your** main keys.
6. Burglars are increasingly turning to key crime as sophisticated security measures are now fitted as standard to new cars, and have been known to break into homes and offices just to steal car keys. Never leave car keys close to the front door where they can be seen.



## General 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** home, **We** may require permission from the owner, landlord or managing agent of the **Property** to replace lost or stolen keys.

### 2. Cancellation

#### **Your Cancellation Rights**

For **Your** cancellation rights, please refer to page 40.

#### **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 the **Insurer** reasonably suspects 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** or **Your** insurance broker ask.

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.

### 3. Arbitration Clause

A dispute between **You** and **Us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **You** and **We** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. 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.

If a disputed claim is not referred to arbitration within 12 months of **Your** claim being turned down, **We** will treat the claim as abandoned.



#### 4. Fraudulent Claims

**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 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; or
- 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.

#### 5. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

#### 6. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### General exclusions

The following exclusions apply to this insurance contract:

1. **We** will pay no more than £1,500 in total in any one **Period of Insurance** for any and all claims.
2. 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**.

3. **Insured Keys** that are lost, stolen or damaged by accidental means by someone other than **You**.
4. Any **Insured Keys** that are lost, damaged by accidental means or stolen and not reported to **Us** within 30 days of occurrence.
5. **We** will not replace locks or **Insured Keys** to a higher specification to those that are lost, damaged or stolen.
6. Locks which were previously damaged prior to the loss or theft of **Your Insured Keys**.
7. 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.



8. 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.
9. Claims arising as a result of **Your** failure to take reasonable steps to safeguard **Insured Key(s)**.
10. Any claims made without valid receipts or tickets and prior authorisation by **Us**.
11. Any claims made within 48 hours of the inception of this policy unless comparable insurance was previously in place and cover continues on an uninterrupted basis.
12. Any claim over £50 for any one incident when **Insured Keys** are locked inside a **Property** or **Vehicle** or broken in the lock or ignition.
13. Any direct or indirect consequence of:
  - a) Irradiation, or contamination by nuclear material; or
  - b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - c) Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
14. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
15. 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.
16. Any claims arising from any deliberate or criminal act or omission by **You**.
17. Loss or theft of, or damage to **Insured Keys** occurring outside the **Period of Insurance**.
18. 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.
19. 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.
20. Keys which are given to **You** for safekeeping by a relative, friend, neighbour or employer.
21. Any loss of earnings or profits which **You** suffer as a result of the loss or theft of, or damage to an **Insured Key**.
22. Stolen **Insured Keys** which have not been reported to the police and a valid crime reference provided to **Us**.
23. Wear, tear or general maintenance of **Insured Keys** or locks.



**24.** Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form usable 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.

For the purposes of this policy, Computer Virus shall mean 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.

## Use of language

Unless agreed otherwise, for the purposes of this insurance contract the language used will be English.

## 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.

## Fraud prevention, detection and claims history

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this.

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

- help make decisions about the provision and administration of insurance, credit and related services for **You** and members of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** accounts or insurance policies;
- check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.





## Renewal procedure

The term of **Your** Premier KeyBack policy is one year. The **Period of Insurance** will end exactly one year after inception unless **You** renew **Your** policy. If **You** wish to renew this insurance, please contact **Your** insurance broker 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.

## Your agreement with others

This contract of insurance is personal to **You** the policyholder, and the **Insurer**.

**We** will not be bound by any agreement between **You** and **Your** appointed representative, or **You** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **Insurer's** express prior written consent.

## Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London EC3A 7BU. This insurance is effected in England and is subject to the laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: **[www.fca.org.uk](http://www.fca.org.uk)** or by contacting the Financial Conduct Authority on **0800 111 6768**.

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 [www.coplus.co.uk/data-privacy-notice](http://www.coplus.co.uk/data-privacy-notice)

## Astrenska Privacy Notice

### How We use the information about You

As **Your Insurer** and 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); and, 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.

In order 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, 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 [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.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](mailto:data.protection@collinsongroup.com)**

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

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](http://ico.org.uk)**



## Section 5: 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 Towergate Insurance and underwritten by AmTrust Europe Limited, Registered Office: 10th Floor, Market Square House, St James's Street, Nottingham NG1 6FG. Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [fca.org.uk](https://www.fca.org.uk)

### 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 Quay Point, Lakeside Boulevard, Doncaster DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Arc Legal Assistance Limited handle claims on behalf of the **Insurer**, and Arc are authorised and regulated by the Financial Conduct Authority number 305958.

### 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 Towergate Insurance 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	Park Home, Motor, Travel and Pet
Silver	Park Home and Motor
Bronze	Park 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;



- 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; and/or
- 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.

## 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 Towergate Insurance 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 Towergate Insurance for advice.

- **Transferring Your Interest in the Policy**

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

## How to make a claim

If **You** want to make a claim on the policy, please read this policy wording to check that the cause of the claim is covered and then follow the instructions below:

The quickest way to get **Your** claim to **Us** is to visit [claims.arclegal.co.uk](https://claims.arclegal.co.uk) and submit **Your** claim online. **You** will also find helpful information and FAQs to help **You** on **Your** claims journey.



Please note **We** can only process **Your** claim once the claim on **Your Main Insurance Policy** has been settled or in the event of a non fault motor claim, when six months has lapsed from the incident date.

If you need assistance, or are unable to complete your claim form online, please telephone **0344 770 9000**.

## 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 Towergate Insurance on **0344 346 3302** or in writing to Towergate Insurance, 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 **You** 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 Towergate Insurance on **0344 346 3302** or in writing to, Towergate Insurance, 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** have a complaint about the handling of a claim **You** should contact the **Administrator** at: Arc Legal Assistance, PO Box 8921, Colchester CO4 5YD, email: **customerservice@arclegal.co.uk** or telephone: **01206 615000** (all calls are recorded for training, compliance claims and counter fraud purposes). Please ensure **Your** claim number is quoted in all correspondence to assist a quick and efficient response.

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 Towergate Insurance, **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.





- **Privacy and Data Protection Notice**

- 1. **Data Protection**

- Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current data protection legislation ('Legislation'). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [arclegal.co.uk](http://arclegal.co.uk)

- 2. **How We use Your Personal Data and who We share it with**

- We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

- 3. **Sensitive Personal Data**

- Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

- 4. **Disclosure of Your Personal Data**

- We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

- 5. **Your Rights**

- You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

- 6. **Retention**

- Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer; please see website for full address details.

- **Financial Services Compensation Scheme**

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if AmTrust Europe Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting [fscs.org.uk](http://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 Quay Point, Lakeside Boulevard, Doncaster DN4 5PL. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332 and Arc Legal Assistance Limited handle claims on behalf of the **Insurer**, and Arc are authorised and regulated by the Financial Conduct Authority number 305958.

### 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.

### Main insurance Policy/Policies

**Your Park 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.

### Park Home

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

### 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
Park Home	£250
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

Arc Legal Assistance on behalf of AmTrust Europe 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.



# Section 6: Park Home Legal Expenses Insurance

The cover under this section is provided by ARAG plc.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the **Insurer** HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany. HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

## Your Policy Cover

Following an Insured event, the **Insurer** will pay **Legal Costs & Expenses** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

1. **You** have paid the insurance premium.
2. The **Insured** keeps to the terms of this policy and cooperates fully with **Us**.
3. The **Insured** event occurs within the **Territorial Limit**.
4. The claim
  - a) always has **Reasonable Prospects of Success** and
  - b) is reported to **Us**
    - i. during the **Period of Insurance** and
    - ii. as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
5. Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** for any claim falling under the jurisdiction of the **Residential Property Tribunal**; and/or before proceedings have been or need to be issued
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **Us** within the **Territorial Limit**.

**We** consider that a claim has been reported to **Us** when **We** have received the **Insured**'s fully completed claim form.

Where the **Insured** is seeking financial remedy and the cost of pursuing the **Insured**'s claim is likely to be more than any award of damages, the **Insurer** will not pay more than the value of the likely award.



# Definitions applying to Section 6 of this policy

Definitions are set out below and any word or phrase which has a definition is printed throughout Section 6 in **bold type**.

## **Appointed Advisor**

The

1. solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
2. mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

## **Collective Conditional Fee Agreement**

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

1. 100% “no-win no-fee” or
2. where discounted, that a discounted fee is payable.

## **Conditional Fee Agreement**

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of either

1. 100% “no-win no-fee” or
2. where discounted, that a discounted fee is payable.

## **Park Home**

**Your Park Home** which is owned and occupied by **You** as **Your** private dwelling and shown in the schedule that attaches to this policy.

## **Insured**

**You, Your** partner and relatives permanently living with **You** in **Your Park Home** in the UK. (The **Insurer** will cover **Your** children temporarily away from home for the purposes of higher education.)

## **Insurer**

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

## **Legal Costs & Expenses**

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.2.
2. In civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
3. Reasonable accountancy fees reasonably incurred under Insured event 6. Tax disputes by the **Appointed Advisor** and agreed by **Us** in advance.
4. The **Insured**’s basic wages or salary under Insured event 8. Loss of earnings while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
5. The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 9. Identity theft where the **Insured** has taken advice from **Our** Identity theft resolution helpline.

**Period of Insurance**

The period shown in the schedule to which this policy attaches.

**Reasonable Prospects of Success**

1. Other than as set out in 2) and 3) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured event 2. Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
2. In criminal prosecution claims where the **Insured**
  - a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**Residential Property Tribunal**

A **Residential Property Tribunal** as defined by s.2 Mobile Homes Act 1983 (Jurisdiction of Residential Property Tribunals) (England) Order 2011.

**Territorial Limit**

1. For Insured events 2. Contract and 4. Personal injury: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.
2. For all other Insured events: the United Kingdom, Channel Islands and Isle of Man.

**We/Us/Our**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

**You/Your**

The person(s) named in the schedule to which this policy attaches.



# Insured events covered

## 1. Employment

A dispute with the **Insured**'s current, former or a prospective employer relating to their contract of employment or related legal rights.

**You** can claim under the policy as soon as internal procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **Insured** is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

## 2. Contract

- a) A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured** for
  - i. buying or hiring consumer goods or services
  - ii. privately selling goods
  - iii. buying or selling **Your Park Home**
  - iv. renting **Your Park Home** as a tenant
  - v. the occupation of **Your Park Home** under a lease.
- b) A dispute with **Your** site owner relating to the physical location of **Your Park Home** where **You** have entered in a contract with the site owner for **Your Park Home** and **Your Park Home** is not within the physical boundary of the site stated, provided
  - i. **You** have lived in **Your Park Home** for at least 12 months; and
  - ii. the circumstances leading to the dispute arose at least 6 months after **You** purchased this policy.

### What is not covered under Insured event 1.

Any claim arising from or relating to:

1. a dispute arising solely from personal injury
2. defending the **Insured** other than defending an appeal
3. costs the **Insured** incurs to prepare for an internal disciplinary hearing, grievance or appeal
4. an **Insured**'s employer's or ex-employer's pension scheme
5. a compromise or settlement agreement between the **Insured** and their employer unless such agreement arises from an ongoing claim under the policy.

### What is not covered under Insured event 2.

Any claim arising from or relating to:

1. a dispute with a tenant or leasee where the **Insured** is the landlord or lessor
2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
3. the **Insured**'s business activities, trade, venture for gain, profession or employment
4. a contract involving a motor vehicle
5. a settlement due under an insurance policy
6. construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that
  - a) exceeds; or
  - b) is ancillary to another contract that exceeds; £10,000 in value including VAT
7. a dispute with any party other than the party with whom the **Insured** has entered into an agreement or alleged agreement with.



### 3. Property

- a) A dispute relating to visible property which the **Insured** owns following
  - i. An event which causes physical damage to the **Insured's** property including **Your Park Home**
  - ii. a public or private nuisance or trespass provided that where any boundary is in dispute, **You** have proof of where the boundary lies.
- b) A dispute with **Your** landlord or site owner arising out of **Your** occupation or use of **Your Park Home**.

### 4. Personal Injury

A sudden event directly causing the **Insured** physical bodily injury or death.

### 5. Clinical Negligence

A dispute arising from alleged clinical negligence or malpractice.

### 6. Tax Disputes

A formal enquiry into the **Insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

#### What is not covered under Insured event 3.

1. The first £250 of any claim under Insured event 3 b). This is payable by the **Insured** as soon as **We** accept the claim.
2. Any claim arising from or relating to:
  - a) a contract entered into by an **Insured**
  - b) any building or land other than **Your Park Home**
  - c) a motor vehicle
  - d) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your** property by any government, local or public authority
  - e) defending any dispute under Insured event 3 a) other than defending a counter claim or an appeal
  - f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

#### What is not covered under Insured event 4.

Any claim arising from or relating to:

1. a condition, illness or disease which develops gradually over time
2. mental injury, nervous shock, depression or psychological symptoms where the **Insured** has not sustained physical injury to their body
3. defending any claim other than an appeal.

#### What is not covered under Insured event 5.

1. Any claim arising from or relating to a contract dispute.
2. Defending any claim other than an appeal.

#### What is not covered under Insured event 6.

Any claim arising from or relating to:

1. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
2. a business or venture for gain of the **Insured**
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. an investigation by the Fraud Investigation Service of HMRC.





## 7. Legal Defence

### a) Work

An alleged act or omission of the **Insured** that arises from their work as an employee and results in:

- i. the **Insured** being interviewed by the police or others with the power to prosecute
- ii. a prosecution being brought against the **Insured** in a court of criminal jurisdiction
- iii. civil proceedings being brought against the **Insured** under unfair discrimination laws.

### b) Motor

A motoring prosecution being brought against the **Insured**.

### c) Regulatory investigations

A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body.

## 8. Loss of Earnings

The **Insured**'s absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service which results in loss of earnings.

## 9. Identity Theft

A dispute arising from the use of the **Insured**'s personal information without their permission in order to commit fraud or other crimes provided the **Insured** contacts **Our** Identity theft resolution helpline as soon as they suspect that their identity may have been stolen.

### What is not covered under Insured event 7.

Any claim arising from or relating to:

1. owning a vehicle or driving without motor insurance or driving without a valid driving licence
2. a parking offence.

### What is not covered under Insured event 8.

1. Loss of earning in excess of £1,000.
2. Any sum which can be recovered from the court or tribunal.

### What is not covered under Insured event 9.

The **Insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.



## Exclusions applying to Section 6

The **Insured** is not covered for any claim arising from or relating to:

1. **Legal Costs & Expenses** incurred without **Our** consent
2. any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the **Insured** believed or ought reasonably to have believed could lead to a claim
3. an amount below £100
4. an allegation against the **Insured** involving:
  - a) assault, violence, malicious falsehood or defamation
  - b) indecent or obscene materials
  - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - d) illegal immigration
  - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
5. a dispute between **Your** family members
6. an **Insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence except as provided for in Insured event 5. Clinical negligence
9. a dispute with **Us** not dealt with under Condition 6, or the **Insurer** or the company that sold this policy
10.
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) war; invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **Insured**
11. a group litigation order
12. the payment of fines, penalties or compensation awarded against the **Insured**.



# General Conditions applying to Section 6

Where the **Insurer**'s risk is affected by the **Insured**'s failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** if this happens.

## 1. The Insured's Responsibility

An **Insured** must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured**'s favour
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- d) allow the **Insurer** at any time to take over and conduct in the **Insured**'s name, any claim.

## 2. Freedom to Choose an Appointed Advisor

- a) In certain circumstances as set out in 2.b) below the **Insured** may choose an **Appointed Advisor**.  
In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) If:
  - i. a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
  - ii. there is a conflict of interestthe **Insured** may choose a qualified **Appointed Advisor**.
- c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details and cost.
- d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them which may be less than the rates available from other firms.)
- e) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer**'s liability in respect of that claim will end immediately.
- f) In respect of a claim under Insured event 1. Employment, 2. Contract, 4. Personal injury or 5. Clinical negligence, the **Insured** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**), where legally permitted.

## 3. Consent

- a) The **Insured** must agree to **Us** having sight of the **Appointed Advisor**'s file relating to the **Insured**'s claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **Insured** must have **Your** agreement to claim under this policy.



#### 4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) The **Insured** must not negotiate or settle the claim without **Our** written agreement.
- c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further costs.
- d) The **Insured** must settle costs arising from Insured event 9. Identity Theft in the first instance and make a receipted claim to **Us** for reimbursement.

#### 5. Barrister's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6. below.

#### 6. Disputes

If any dispute between the **Insured** and **Us** arises from this policy, the **Insured** can make a complaint to **Us** as described under How to Make a Complaint and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

#### 7. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

#### 8. Fraudulent Claims and Claims Tainted by Dishonesty

- a) If an **Insured** makes any claim which is fraudulent or false, the policy shall become invalid and all benefit under it will be lost.
- b) An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and that the breach has:
  - i. affected **Our** assessment of **Reasonable Prospects of Success**, and/or
  - ii. prejudiced any part the outcome of the **Insured's** claimthe **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

#### 9. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments, bodies and rules referred to within the policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This policy will be governed by English law.

#### 10. Contracts (Rights of Third Parties) Act 1999

A person who is not insured by this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.



# Important Information applying to Section 6

## Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning, usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

### Legal and tax advice 0344 5717976

If **You** have a legal or tax problem, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). **We** give advice about personal legal matters within UK and EU law and personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Identity theft resolution 0333 000 2083

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help **You** keep **Your** personal identity secure. Where identity theft is suspected, **Our** specialist caseworkers can help **You** to restore **Your** credit rating and correspond with **Your** card issuer, bank or other parties. Identity theft expenses are insured under Insured event 9, when **You** use this helpline.

### Counselling assistance 0333 000 2082

**Our** qualified counsellors will provide free confidential support and advice by phone to **You** or **Your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

### Consumer legal services

**www.araglegal.co.uk**

Register on **Your** first site visit using voucher code **AFE48BBE98B5**. Discover **Our** law guide and create legal documents and letters to help with consumer legal matters.

## How to Make a Claim

### Telling Us about Your claim

1. If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
2. If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this policy.
3. A claim form can be downloaded at **www.arag.co.uk/newclaims** or requested by telephoning **Us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
4. The completed claim form and supporting documentation can be sent to **Us** by email, post or fax. Further details are set out in the claim form itself.



### What happens next?

1. **We** will send the **Insured** a written acknowledgment by the end of the next working day after receiving their claim form
2. Within five working days of receiving all the information needed to assess the availability of cover under the policy, **We** will write to the **Insured** either:
  - a) confirming cover under the terms of this policy and advising the **Insured** of the next steps to progress their claim; or
  - b) if the claim is not covered, **We** will explain in full the reason why and advise whether **We** can assist in another way.
3. When a representative is appointed they will try to resolve the **Insured's** dispute without delay, arranging mediation whenever appropriate.
4. **We** will check on the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### How to Make a Complaint

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to **Our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways:

ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol  
BS8 1NN

Telephone: **0117 917 1561**  
Email: **customerrelations@arag.co.uk**

If **We** are not able to resolve the complaint to **Your** satisfaction then **You** can refer it to the Financial Ombudsman Service (FOS).

### Privacy Statement

This is a summary of how **We** collect, use, share and store personal information. To view **Our** full privacy statement, please see **Our** website **www.arag.co.uk**. The **Insurer's** full privacy notice may be found at the following link: **www.hdi-specialty.com/int/en/legals/privacy**

#### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **We** ask for personal or sensitive information, **We** undertake that it shall only be used in accordance with **Our** privacy statement. **We** may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.



### **Using personal or sensitive information**

The reason **We** collect personal or sensitive information is to fulfil **Our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **We** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **Our** full privacy statement for full details.

### **Keeping personal information**

**We** shall not keep personal information for any longer than necessary.

### **Your rights**

Any person insured by this policy has a number of rights in relation to how **We** hold personal data including: the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **We** will not be able to delete personal data, please refer to **Our** full privacy statement.

## Towergate Insurance

Ellenborough House, Wellington Street, Cheltenham,  
Gloucestershire GL50 1XZ

**[www.towergateinsurance.co.uk](http://www.towergateinsurance.co.uk)**

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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](http://fca.org.uk/register)** or by contacting them on **0800 111 6768**.

