

POLICY DOCUMENT

Insurance for Your Park Home



Thank you for choosing Towergate Park Home Insurance

At Towergate, 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 us.

If you need to make a claim, our in-house Claims Team are here to help you. In the event of an incident, please contact us as soon as reasonably practicable, on **01242 538434** so we can advise you on what to do next and answer any specific questions or concerns you may have. Lines are open between 9:00am and 5:00pm Monday to Friday. Please refer to "How to make a Claim" on page 12 for alternative contact details and information.

If you have any questions about your policy or would like to discuss any insurance needs, please feel free to contact us by email at **caravancustomerservice@towergate.co.uk** or call us on **01242 528844** between 9:00am to 5:00pm Monday to Friday or between 9:00am to 12:00pm Saturday.

We look forward to taking care of You and Your Park Home.

On behalf of

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ



List of Insurers

Your policy has been arranged by Towergate Insurance on behalf of American International Group UK Limited.

Towergate Insurance is a trading name of Towergate Underwriting Group Limited.
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

Registered in England No. 4043759. www.towergate.co.uk. Authorised and regulated by the Financial Conduct Authority. This can be checked by visiting the FS Register (<https://register.fca.org.uk/>).

In respect of Sections 1 & 2 only

Underwritten by American International Group UK Limited.

American International Group UK Limited is registered in England under number 10737370. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M 4AB, United Kingdom. American International Group UK Limited is a member of the Association of British Insurers. American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 781109). This can be checked by visiting the Financial Services Register (<https://register.fca.org.uk/>).

In respect of Section 3 only

Underwritten by Inter Partner Assistance UK branch SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request. Inter Partner Assistance SA firm register number is **202664**.

In respect of Section 4 only

Underwritten by Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ bound pursuant to a binding authority with Us. Unique market reference B6027APG2016001 (or renewal or replacement thereof).



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How to use Your Insurance for Your Park Home Policy

Information relevant to your whole Policy

Your policy provides cover for the sections and the period of insurance shown in your statement of insurance. 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 us 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 us 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 have the same meaning whenever they appear in the policy. These are shown in **Bold** throughout the policy. These are referred to as **Definitions**. Please refer to:

General including Sections 1 & 2 – pages 16/17

Section 3 – page 42

Section 4 – page 53

What is included

Cover is divided into four main sections, **Home and Contents, Personal Possessions, Homecare Emergency Assistance** and **Park Home Legal Expenses**. Each section tells **You** what **We** will and will not pay 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**.

Details of how **Your** data is used for Sections 1 & 2 are shown overleaf. Details for Sections 3 & 4 are included in those parts of **Your Policy** where applicable.



Fair Processing Notice

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. 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.

Who are We?

Towergate (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 or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London EC2N 3AS. 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.

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 or contacting other firms involved in financial management regarding payment.

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

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have 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.

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**.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk.

Data Protection

How We use Your Personal Information

We are committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to **You** or other individuals (e.g. **Your** dependants). By providing Personal Information **You** give permission for its use as described below. If **You** provide Personal Information about another individual, **You** confirm that **You** are authorised to provide it for use as described below.

The types of Personal Information **We** may collect and why – depending on **Our** relationship with **You**, Personal Information collected may include:



Identification and contact information, payment card and bank account details, credit reference and scoring information, sensitive information about health or any medical conditions, and other Personal Information provided by **You**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment;
- Decision-making on provision of insurance cover and payment plan eligibility;
- Assistance and advice on medical and travel matters;
- Management and audit of **Our** business operations;
- Prevention, detection and investigation of crime, e.g. fraud and money laundering;
- Establishment and defence of legal rights;
- Legal and regulatory compliance, including compliance with laws outside **Your** country of residence;
- Monitoring and recording of telephone calls for quality, training and security purposes;
- Marketing, market research and analysis.

To opt-out of marketing communications **You** can contact **Us** by writing to:
Information Security Officer, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

If **You** opt-out **We** may still send **You** other important communications, e.g. communications relating to administration of **Your** insurance **Policy** or claim.

Sharing of Personal Information

For the above purposes Personal Information may be shared with **Our** group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers.

We are required to register all third party claims for compensation relating to Bodily Injury to workers' compensation boards. **We** may search these registers to detect and prevent fraud or to validate **Your** claims history or that of any other person or property likely to be involved in the **Policy** or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of **Our** company or transfer of business assets.

International transfer

Due to the global nature of **Our** business, Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in **Your** country of residence.

Security and retention of Personal Information

Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal Information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please write to: Information Security Officer, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN, and/or e-mail: **DataProtectionOfficer@aig.com** or write to Data Protection Officer, American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB.

More details about **Our** use of Personal Information can be found in **Our** full Privacy Policy at **www.towergateinsurance.co.uk/privacy-statement** and **www.aig.co.uk/privacy-policy** or **You** may request a copy using the contact details above.



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.

Claims History

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

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

Your Cancellation rights

If **You** decide that **You** do not want to accept the **Policy** (or any future renewal of the **Policy** by **Us**) tell **Us** of **Your** decision, in writing or by phone on **01242 528844** provided within 14 days of receiving the **Policy** (or for renewal, within 14 days of **Your Policy** renewal date).

We may charge **You** on a pro rata basis (including Insurance Premium Tax) for the time **We** have provided cover for **You**, the balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the **Policy** following a claim.



To exercise **Your** right to cancel **Your Policy**, please send written notice to Towergate Insurance Services, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

Alternatively, **You** can send an Email to **caravancustomerservice@towergate.co.uk** or by calling our office on **01242 528844** between 9:00am – 5:00pm Monday to Friday or between 9:00am to 12:00pm on Saturday).

Please see Condition 2 for full details of all cancellation conditions and charges.

For information on **Your** cancellation rights within the 14 day cooling-off period; outside of the 14 day cooling-off period or **Our** right to cancel the **Policy**, please refer to Condition 2 on page 36 of this **Policy**.

Changes in Your Circumstances

You must tell **Us** as soon as reasonably practicable about changes that may affect **Your Policy** cover. If **We** are not advised of any changes to **Your** circumstances, then **Your Policy** may be cancelled, or **Your** claim rejected or not fully paid.

To do this, **You** should contact Towergate Insurance by telephone **01242 528844** between 9:00am and 5:00pm Monday to Friday and between 9:00am to 12:00pm on Saturday. Alternatively, **You** can send an Email to **caravancustomerservice@towergate.co.uk** or contact us in writing at Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

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

- If **You** change **Your** park **Home**;
- If **You** change **Your** park **Home** location;
- If the park **Home** is **Unoccupied** (see definition on Page 17);
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If **You** or **Your Family** intend to use **Your** park **Home** for any purpose other than for residential use;
- 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.

When **You** tell **Us** 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 **We** may not be able to continue **Your Policy** following the changes. If this is the case **You** will be notified and the **Policy** will be cancelled in line with the cancellation rights detailed on Page 36 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.

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

Remember, if **You** underinsure, claim payments may be reduced. See pages 27-29. **You** can change **Your** sums insured at any time – **You** do not have to wait for renewal.



Misrepresentation

In arranging **Your** insurance **We** 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.

If questions are not answered honestly and to the best of **Your** knowledge then **Your Policy** may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Policy Limitations

Your cover is subject to certain exclusions and conditions which are shown on the following:

Sections 1 & 2 – pages 34-38

Section 3 – pages 48-51

Section 4 – pages 59-62

Please, make sure that **You** read these as well as the cover shown in each section.

How to make a Claim

To make a claim, check **Your Policy Schedule** to make sure **You** have the appropriate cover. Refer to **Your Policy** wording and follow the instructions on “How to Make a Claim” and “Conduct of Claims” relevant to the section of cover.

For claims relating to Sections 1 & 2 **You** should contact Towergate Insurance by:

Telephone: **01242 528434**

Email: **Leisureclaims@towergate.co.uk**

In Writing: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ

When notifying **Us**, please provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If **You** have any questions about **Your** claim, please do not hesitate to contact Towergate Insurance. Lines are open between 9:00am and 5:00pm Monday to Friday.



Our Commitment to Service If You have a Complaint

We will do everything possible to ensure that **You** receive at all times excellent service and being there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied with the sale and administration of your policy or the service **You** have received by Towergate Insurance Services in the handling of **Your** policy or claim and wish to make a complaint, please contact us on **01242 528844** in the first instance where **We** aim to resolve most issues straightaway.

Alternatively, **You** may wish to write to **Us** at:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham GL50 1XZ

Email: **Customer.care@towergate.co.uk**

Complaints that Insurers are required to resolve will be passed to them and **You** will be notified if this happens.

Complaints relating to cover or claims under Sections 1 & 2

If **You** at any time are dissatisfied with the Policy Coverage, Terms and Conditions or the Underwriting of **Your Policy** please contact:

AIG Customer Relations Unit
American International Group UK Limited
The AIG Building
2-8 Altyre Road
Croydon CR9 2LG

Tel: **+44 (0) 800 012 1301** or **+44 (0) 20 8649 6666** (if calling from overseas).

Lines are open Monday to Friday from 9:15am to 5pm, excluding public holidays.

Email: **uk.customer.relations@aig.com**

Complaints relating to cover or claims under Section 3

Please contact:

Customer Relations – Home Emergency, Inter Partner Assistance SA, The Quadrangle,
106-118 Station Road, Redhill, Surrey RH1 1PR, UK. **You** can telephone on: **01737 815 913** or email at:
homeemergencycomplaints@axa-assistance.co.uk



Complaints relating to cover or claims under Section 4

Please contact:

Customer Service Manager
Abbey Legal Protection
20 Fenchurch Street
London EC3M 3AZ

We take all customer complaints seriously and **We** 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:

In the first instance **We** would encourage **You** to contact the department. **You** are unhappy with. 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:

We will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Customer Relations Unit 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 our investigation, the reason for it and the next steps; or
- A holding letter confirming when **We** anticipate **We** will have concluded our investigation.

Step 3: Referring to the Financial Ombudsman Service (FOS):

After receiving our final response or if **We** have been unable to conclude our investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in our final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: **+44 (0)800 023 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 **Us** with the opportunity to resolve it, or if **You** are:

- A business with more than 10 employees and a group annual turnover of more than €2 million; or
- A trustee of a trust with a net asset value of more than £1 million; or
- A charity with an annual income of more than £1 million.

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 <http://ec.europa.eu/odr> to access the Online Dispute Resolution Service.
Please quote **Our** e-mail address: **Customer.care@towergate.co.uk**

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



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

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** 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 on the scheme is available from the FSCS at www.fscs.org.uk or by calling **+44 (0)20 7741 4100**, or **+44 (0)800 678 1100**.



Definitions Applying to Sections 1 & 2 of this Policy.

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 & 2 in **bold type**.

The definitions for **Homecare Emergency Assistance** and **Park Home Legal Expenses Insurance** are stated within Sections 3 and 4.

United Kingdom

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

Computer System

Shall mean any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

Contents

Household goods and personal property all belonging to or the responsibility of **You** and **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term **Contents** does not include:

- Property more specifically insured by this or any other **Policy**.
- Motor Vehicles (other than domestic gardening machines), caravans, water-craft, aircraft and their accessories.
- Animals.
- Securities and documents of any kind.
- Permanent fixtures and fittings.
- Property or **Money** held for any professional or business purposes.

Excess

The first part of and claim which **You** must pay.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **Home**.

Home

The structure of **Your** park home which is occupied by **You** and **Your Family** as a private dwelling and its:

- a) domestic outbuildings, garages, porches, sheds and skirting
- b) permanent fixtures and fittings, service tanks, pipes and cables
- c) paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the **Land**

Land

The **Land** belonging to the **Home**.

**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.

Personal Possessions

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

The term **Personal Possessions** does not include **Money**, credit cards, contact or corneal lenses.

You/Your

The person(s) named on **Your Schedule**.

Unoccupied

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 30 consecutive days.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs, televisions, radios, home computers, audio and video equipment.

We/Us/Our

The insurer named in **Your Schedule**.

Your Family

You, Your spouse, partner, civil partner, children, parents and other relatives.

Period of Insurance

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

Policy

The combination of all of the sections **You** have chosen to purchase.

Schedule

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

Statement of Fact

The document that details the cover **We** have provided, including the information **You** provided when **We** prepared **Your** quotation or renewal invitation.



Section 1; Home & Contents

This Section only applies to You if set out in Your Policy Schedule.

We will not pay more in total than the sum insured for **Home** and **Contents** shown in **Your Policy Schedule** for any one claim under causes A-G, L, Q, **We** will pay in addition amounts due under covers, H-K, M-P, R-U up to the limits shown.

The following limits also apply:

- a) **Money** up to £250.
- b) **Valuables** up to £2,000 for any one item and £10,000 in total.
- c) Property in the open within the boundaries of the **Land** is limited to £350.

We will pay for

A. Standard Cover

Loss of or damage to the **Home** and **Contents** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour and political disturbances.
4. Malicious persons or vandals.
5. Storm or **Flood**.

We will not pay for

2. Damage caused by any gradually operating cause.

4. Loss or damage caused by persons lawfully in the **Home**.

Loss or damage caused when the **Home** is **Unoccupied**.

5. Damage caused by frost.

Loss of or damage to hedges, gates and fences.

Damage from ground water rising.

Damage to property in the open.



We will pay for

6. Escape of water or oil from any fixed heating or domestic water installation, boiler, washing machine, dishwasher or freezer.
7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
9. Falling trees or branches.
10. Falling receiving aerials and their fittings or masts, telegraph poles, pylons or lamp posts.
11. Subsidence or heave of the site on which the **Home** stands, or landslip.

We will not pay for

6. Damage caused while the **Home** is **Unoccupied**.

Damage to the installation or appliance itself.

7. Loss of **Money** unless involving forcible and violent entry to or exit from the **Home**.

Loss or damage occurring whilst the **Home** or any part is lent or let or the **Home** is **Unoccupied** unless involving forcible and violent entry to or exit from the **Home**.

Loss or damage by **You** or **Your Family** or any tenant.

Loss by deception unless deception is only used to gain entry.

8. Damage caused by domestic pets or insects.

9. Damage to hedges, gates and fences.

The cost or removal if the fallen tree or branch has not caused damage to the **Home**.

Loss or damage during tree felling, lopping, or topping.

10. Damage to the installation or appliance itself.

11. The first £500 of any claim.

Damage resulting from coastal or river erosion.

Damage resulting from faulty workmanship or the use of defective materials.

Damage to paths, drives, terraces, patios, walls, service tanks, hedges, gates and fences unless the structure of the **Home** is damaged at the same time.

Damage resulting from the bedding down of new buildings or the settlement/ shrinking of newly made up ground.

Damage resulting from demolition of or alteration or repair to the **Home** or the site on which the **Home** stands.



We will pay for – continued

12. Accidental damage to

- a) The **Home**
- b) **Contents** inside the structure of the **Home**.

B. Frost Damage to Plumbing Installations.

Frost damage to interior fixed domestic water or heating installations.

We will not pay for – continued

Damage arising from construction, structural alteration, repair or demolition.

Damage resulting from movement of solid floor slabs and non load bearing walls of the **Home** are damaged at the same time by the same cause.

12. Damage while the **Home** is lent, let or **Unoccupied**

Damage which is specifically excluded elsewhere in Section 1 – **Home** and **Contents**.

The cost of maintenance.

Damage caused by faulty workmanship or design or the use of faulty materials.

Damage to contact or corneal lenses

Deterioration of food.

Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.

Damage caused by mechanical or electrical breakdown.

Damage to computers or computer equipment by:

- i) Erasure or distortion of data.
- ii) Accidental erasure or mislaying or misfiling of documents or records.
- iii) Viruses.
- iv) Contamination.

Damage caused by mechanical or electrical breakdown.

B.

Damage caused while the **Home** is **Unoccupied**.



We will pay for

C. Breakage of Glass, Mirrors and Sanitary Ware.

Accidental breakage of:

- a) Glass, sanitary ware and ceramic hobs, all forming part of the **Home**.
- b) Mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the **Home**.

D. Damage to Underground Services

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

E. Damage to Electrical Equipment

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

We will not pay for

C. Loss or damage caused while the **Home** is **Unoccupied**.

E.

Damage to records, films, tapes, cassettes, discs, cartridges or styli.

Damage caused by wear and tear, mechanical or electrical defect.

Damage caused by cleaning, repair, restoration or use contrary to makers' instructions.

Damage caused while the **Home** is **Unoccupied**.

Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers, portable computers, disc players, portable televisions.

Accidental damage or contamination to computers or computer equipment by:

- i) erasure or distortion of data.
- ii) accidental erasure or mislaying or misfiling of documents or records.
- iii) viruses.
- iv) contamination.

Damage to equipment not in or on the **Home**.

Damage caused by rot, fungus, insects or vermin.

Damage caused by action of light or any atmospheric or climate condition.



We will pay for – continued

F. Household Removal

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

G. Additional Costs

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 – **Home** and **Contents**.

H. Contents Temporarily Removed

Up to £5,000 of the sums insured on **Contents** for loss of or damage to **Contents** while temporarily removed from the **Home** but still in the **United Kingdom** caused by:

- a) The Standard Cover described above except theft or attempted theft.
- b) 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 – continued

F.

Loss of 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 damaged insured under another policy.

G.

- b) Costs for complying with requirements notified before the loss or damage occurred.
- c) 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.

Theft of **Money** unless involving forcible and violent entry to 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** and **Your Family** whilst temporarily living away from the **Home** for the purposes of education.



We will pay for

I. Temporary Accommodation and Loss of Rent

Up to £30,000 of the sum insured on the **Home** for:

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

during the period necessary to restore **Your Home** to a habitable condition, as a result of loss or damage insured by Section 1A – The Cover.

J. Compensation for Death in Your Home

£10,000 if **You** or **Your** spouse, partner or civil partner are fatally injured in the **Home** as a direct result of:

1. Fire or assault
2. An accident (but no persons over 70 years of age) provided death occurs within 12 calendar months of the incident.

K. Theft or Loss of Keys

Up to £500 for the replacement of external door locks to the **Home** if **Your** keys are stolen or lost.

L. Frozen Food

Spoilage of domestic food in any freezer at **Your Home** caused by any malfunction or rise or fall in temperature in the freezer.

M. Contents at University/College

Up to £2,000 for loss of or damage to **Contents** temporarily removed from the **Home** but within the **United Kingdom**, for the purposes of education caused by circumstances as described in the Standard Cover.

We will not pay for

L.

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to **Your Home**.

Spoilage resulting from strike, lock-out or industrial dispute.

Property mainly used for business trade profession or employment service.

M.

Loss of or damage to **Contents** unless involving forcible and violent entry or exit from a building.

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



We will pay for – continued

N. Wedding Gifts Cover

Up to £3,500 for loss or damage to wedding gifts caused by the circumstances described in the Standard Cover for one month before and one month after the wedding day of **You** or **Your Family**.

Cover applies while in:

- a) The **Home**.
- b) The building where the reception is held.
- c) The married couples' home.
- 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 **Home**.

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

We will not pay for – continued

O.

Loss or damage caused while the **Home** is **Unoccupied**.

P.

Loss or damage to items not contained within the plot as defined in **Your** site agreement.

Loss or damage caused by **You** or **Your Family** or any person lawfully in the **Home**.

Loss or damage caused by theft, malicious persons or vandals when the **Home** is **Unoccupied**.

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 **Your** domestic employees, where the amount is £2,000,000), plus defence costs and expenses incurred by **You** with **Our** consent, to indemnify **You** and **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 **Home** 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 servant.
 - 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**.

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 **Home** and **Land**.

Any profession, business, or employment of **You** or **Your Family**.

The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) (other than liability arising from the ownership, possession or use of domestic gardening machinery).

The ownership or use of aircraft or watercraft unless they are models or hand propelled

Any agreement or contract unless liability would have applied anyway

Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.

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

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

Any agreement or contract unless liability would have applied anyway.



We will pay for – continued

S. 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 paragraph R 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.

T. Title Deeds

Up to £2500 for the cost of preparing new title deeds to the **Home** if they are lost or damaged by circumstances in Section A 1-11 The Cover when in the **Home** or in **Your** bank.

U. 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.

We will not pay for – continued

U.

Cover for any person other than the insured or their spouse/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 **Home** is let or lent.



Settlement of Home and Contents Claims

We will at **Our** option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the sum insured is not less than the full replacement cost.

We will not pay more in total than the sum insured for **Home** and **Contents** shown in **Your Policy Schedule** for any one claim under causes A-G, L-Q. **We** will pay in addition amounts due under covers H-K, M-P, R-U up to the limits shown.

The following limits also apply:

- a) **Money** up to £250.
- b) **Valuables** up to £2,000 for any one item and £10,000 in total.
- c) Property in the open within the boundaries of the **Land** is limited to £350.

If the property insured is not in good repair or if repair or replacement is not carried out **We** will at **Our** option;

- a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation or
- b) pay for the reduction in market value caused by the loss or damage.

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



How to Make a Claim

Please refer to pages 2 and 12 for contact details.

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, malicious damage, vandalism or loss of property.
- ii) As soon as reasonably practicable report to the credit card company any loss or theft of credit cards.
- iii) Advise Towergate Insurance as soon as reasonably practicable and at **Your** expense provide full written details and proofs as requested by them.
- iv) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

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.

Conduct of Claims (not applicable to Legal Helpline)

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 let **Us** know as soon as reasonably practicable by email leisureclaims@towergate.co.uk or by post Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ. **We** recommend that **You** let **Us** know by recorded delivery post.

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

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 lost or damaged.

Matching sets, suites and carpets

We treat any individual items of a matching set or suite of furniture or sanitary ware or other bathroom fittings as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces. If a carpet is damaged beyond repair **We** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.



Section 2: Personal Possessions

We will pay for

Loss of or damage to property owned by **You** or **Your Family** and described in the schedule.

Loss of or damage to credit cards means financial loss from fraudulent use by any unauthorised person of credit, charge or cash cards.

We will not pay for

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

- a) more than the sum Insured as stated on **Your Schedule** or £3,000 whichever is the lesser
- b) £750 any single article.

Loss or damage:

Caused by wear, tear, fungus, insects, vermin, domestic pets, any gradually operating cause or atmospheric or climatic conditions or depreciation.

Caused by cleaning, alteration or repair.

Caused by mechanical or electrical breakdown.

Caused by detention or confiscation by Custom or other officials.

Caused by theft from any unattended motor vehicles unless all doors, windows and other openings have been locked and the property hidden from view.

Caused by deception unless deception is only used to gain entry to the **Home**.

Arising from the cost of remaking any film disc or tape or the value of any information contained on it.

To items not in care custody or control of **You** or **Your** person.

Caused by theft or attempted theft from an unlocked hotel room.

To watercraft (which includes sailboards and windsurfers) aircraft caravan trailers and mechanically propelled vehicles (which includes motor cycles children's motor cycles children's motor cars quad bikes and children's quad bikes), but lawn mowers garden implements wheelchairs models and toys are covered.

Sports equipment whilst in use.

To musical instruments by scratching or denting.



We will pay for – Continued

We will not pay for – Continued

To pedal cycles while racing.

To pedal cycles by theft unless securely locked when unattended away from the **Home**.

To 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. Property or **Money** help for professional or business purposes.



Settlement of Personal Possessions Claims

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

- a) the sums insured as stated on **Your Schedule** or **£3,000** whichever is the lesser
- b) **£750** any single article.

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

We will at **Our** option pay the cost of repair or for replacement as new.

Where **You** have chosen not to repair or replace an item **We** will make a deduction for wear, tear and depreciation.

Sums insured will not be reduced by the amount of any claim except for individually specified items which will be removed from cover after total loss or destruction. **You** must tell **Us** if specified items are to be insured again after replacement. The sums insured should be the cost of replacing all items covered as new.

How to make a Claim (not applicable to Legal Helpline)

Please refer to pages 2 and 12 for contact details.

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, malicious damage, vandalism or loss of property.
- ii) As soon as reasonably practicable report to the credit card company any loss or theft of credit cards.
- iii) Advise Towergate Insurance as soon as reasonably practicable and at **Your** expense provide full written details and proofs as requested by them.
- iv) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

Conduct of Claims (not applicable to Legal Helpline)

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 any 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 let **Us** know as soon as reasonably practicable by email leisureclaims@towergate.co.uk or by post Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ. **We** recommend that **You** let **Us** know by recorded delivery post.

If the property is recovered before 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.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, one of a number of items of similar nature, colour or design.



Exclusions Applying to Sections 1 & 2

Sections 1 & 2 do not cover:

Any loss, damage, liability or injury nor any consequential 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 civil commotion assuming the proportion of or amounting to an uprising military or usurped power.

2. Terrorism

Any loss or damage, cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of the exclusion 'terrorism' means the use of biological chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf or in connection with any organisation or governments committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

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. Wear and Tear

Loss or damage arising from wear and tear (which shall include seepage of water through seams and seals into the **Home**), depreciation and mechanical or electrical breakdown.



General Conditions Applying to Sections 1 & 2

You must comply with these terms and conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

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** will 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 **You** deliberately or recklessly gave **Us** inaccurate or incomplete information.

If **You** carelessly gave **Us** inaccurate and incomplete information, we may:

- a) where **We** would not have covered **You** at all, had **We** known about such information, 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). **We** will return the premium;
- b) 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; or
- c) 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.

You must take all reasonable steps to prevent accidents loss or damage and must maintain the property insured in sound condition and good repair.

2. Sums Insured

You must at all times keep the sums insured at levels which represent the full value property insured.

3. Cancellation

Cancellation within 14 days (cooling off period)

If **You** decide that **You** do not want to accept the **Policy** (or any future renewal of the **Policy** by us) tell **Us** of **Your** decision, in writing or by phone using the contact details provided within 14 days of receiving the **Policy** (or for renewal, within 14 days of **Your** policy renewal date). **We** may charge **You** on a pro rata basis (including Insurance Premium Tax) for the time **We** have provided cover for **You**. The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the **Policy** following a claim.

Cancellation Outside Cooling Off Period

You have the right to cancel **Your Policy** at any time by telling **Us** either in writing or by telephone using the contact details set out in the **Policy**. Where **You** cancel **Your Policy** and **You** pay under a credit agreement with Premium Credit Limited, **You**, authorise **Us** on **Your** behalf to cancel **Your** credit agreement with Premium Credit Limited.

If **You** cancel the **Policy**, **You** will be charged for the period of cover; using the rates overleaf.



The rates are:

- Up to 2 months from inception or renewal: 25% of annual premium
- Up to 3 months from inception or renewal: 35% of annual premium
- Up to 4 months from inception or renewal: 40% of annual premium
- Up to 5 months from inception or renewal: 50% of annual premium
- Up to 6 months from inception or renewal: 60% of annual premium
- Up to 7 months from inception or renewal: 65% of annual premium
- Up to 8 months from inception or renewal: 75% of annual premium
- After 8 months from inception or renewal: Nil Return

In the event of a claim, no return will be given.

Paying by instalments

If **You** pay **Your** premium under a credit agreement and **You** fail to make a payment **Your Policy** will be cancelled by giving **You** seven (7) days' notice to **Your** last known address and **We** may refuse **Your** claim or take the balance of any outstanding premium due to **Us** from any claim payment, **We** make to **You**. This means that **We** will fulfil **Our** obligations to any claims against **Your Policy** by a third party but seek full recovery of any payments made under **Your Policy** directly from **You**. This may include the instruction of solicitors or other recovery agents.

Our Rights

We may cancel this **Policy** by sending fourteen (14) days' notice by registered letter or recorded delivery to **Your** last known address. If **We** do, **We** shall refund any premium which may be due to **You**.

4. Other Insurances

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

5. 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 the important Notes headed 'Fraud prevention and detection'.

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** rights under section 3 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.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.



6. 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 to **You** in English.

7. Assignment

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

8. Claim notification

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.

9. Non payment of premiums

We reserve the right to cancel this **Policy** immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.



Section 3;

Homecare Emergency Assistance

Your policy provides assistance in the event of certain **Home Emergencies**, which impact the safety and security of **Your Home**, potentially rendering it uninhabitable.

This policy is suitable for someone who wishes to cover an **Emergency** caused by specified events when they do not have relevant insurance cover. It is not designed to replace **Your Home** and **Contents** insurance and will not provide assistance for normal day to day **Home** maintenance.

This policy provides assistance in the event of the **Emergencies** outlined in the table below. Please call **Us** as soon as **You** are aware of the **Emergency**.

Status Disclosure

This policy is provided on behalf of Towergate Insurance, which is authorised and regulated by the Financial Conduct Authority. Its registered office is at Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN. It is registered in England no: 4043759

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by AXA Assistance Group, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **Us** on request. Inter Partner Assistance SA Financial Conduct Authority Register number is 202664.

AXA Assistance (UK) Limited provides the services described in this policy.

Your policy is subject to English Law and **You** and **We** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between **Us**.

Important information

This document sets out the terms and conditions of **Your** cover and it is important that **You** read it carefully. The amount of cover **You** hold is shown in the accompanying policy certificate.

If **We** make any changes to **Your** policy cover limit, these will be confirmed to **You** separately in writing.

Each section of this document explains what is and is not covered. There are also general exclusions that apply to all sections of the cover, and there are general conditions that **You** must follow for the policy to cover **Your** claim.

How to make a Claim

Please call **Us** as soon as **You** are aware of the **Emergency**.



You may not claim under a new policy for the first 14 days unless **You** are renewing an existing policy.

Are **You** having one of the following **Emergencies**?

- Plumbing and Drainage
- Failure of internal electrics
- Security (i.e. glazing & locks)
- Pests
- Gas supply pipe
- Boiler & heating system
- Roofing

If so, to obtain assistance, contact the 24 hour **Emergency** Helpline on: 01737 334044

Please have as much information as possible to hand including **Your** policy number, to enable **Us** to assist **You** as quickly as possible.

What will happen next?

If **You** suffer an **Emergency** at **Your Home**, **You** should tell **Us** on the **Emergency** telephone number. **We** will then:

- Advise **You** how to protect **Yourself** and **Your Home** immediately;
- Validate **Your** policy and assess **Your** claim and make sure it is covered under the policy then arrange for one of **Our Authorised Contractors** to get in touch with **You** to make an appointment or to settle **Your** claim on a **Reimbursement Basis**;
- **We**, along with **Our Authorised Contractors** under **Our** delegated authority, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey;
- **We** will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an **Emergency** repair;
- In the event of **Your Home** becoming uninhabitable and remaining so because of a covered event, **We** will contribute up to £200 inc VAT towards the cost of **Your** (including **Your** pets) accommodation including transport, on a **Reimbursement Basis**;
- **We** would always recommend that **You** arrange for a permanent repair to be completed by a qualified tradesperson as soon as possible, once **We** have carried out an **Emergency** repair and contained the **Emergency** for **You**, as this may only provide a temporary solution to the problem.

Claims under this policy can only be made:

- By **You**, **Your** immediate family, lodger or anyone **You** authorise to call on **Your** behalf.

If the **Emergency** repair costs more than £500 **We** will require **You** to contribute the difference or subject to **Our** prior agreement and on receipt of **Your** engineer's fully itemised and paid invoice, **We** would pay **You** up to £500 inc. VAT as a contribution to a repair which **You** will arrange **Yourself**, taking account of costs already reasonably incurred by **Our Authorised Contractor**, for the initial visit.

This will be in full and final settlement of **Your** claim.



When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition, although **You** may find that this is covered under **Your Home** insurance.

In some circumstances **We** may find it difficult to deploy an **Authorised Contractor** to attend **Your Home** or deal with **Your Emergency** within a reasonable timescale. Examples of such circumstances include:

- Excessive demand;
- Bad weather;
- Industrial action;
- Parts availability;
- Availability of a specialist.

In these circumstances, **You** may, with **Our** prior agreement, arrange for **Your** own contractor to resolve **Your Emergency** and **We** will refund the cost of **Your** contractor up to £500 inc. VAT.

Please provide a fully itemised invoice or receipt from **Your** own contractor to support **Your** claim for reimbursement. If a new boiler or heating system is installed, **You** will also need to provide the make, model, serial number and Gas Council number.

We will only reimburse the cost of the **Emergency** repair applicable under the policy.

Other insurance

If **You** make a claim for any liability, loss or damage that is also covered by any other insurance policy, **We** will only pay **Our** share of the claim.

Getting Our claims costs back

If **We** think someone else is at fault for a claim that **We** pay, **We** may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **We** make.

Anyone making a claim under this policy must give **Us** any help and information that **We** need.

Parts Availability

Availability of parts is an important factor in providing **Emergency Repairs**. If **Our** engineer does not carry the spare parts needed on the day of **Your** appointment, **We** will do all **We** reasonably can to find and install parts from **Our** approved suppliers. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like for like basis but will provide an alternative suitable solution for containing the **Emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases, **We** will not be able to avoid any delays in repair; **We** will keep **You** informed throughout **Your** claim.

There may also be occasions where parts are no longer available. In these situations **We** will ensure **Your Home** is safe and if required, **We** will arrange for **You** to receive a quotation for a suitable replacement item at **Your** cost.



Definitions Applying to Section 3 of this Policy

Wherever the following words and phrases appear in bold in this document they will always have the following meanings.

Authorised Contractor

A tradesperson authorised by **Us** to assess **Your** claim, and carry out repairs in **Your Home** under this policy and under **Our** delegated authority.

Covered / Insured Events

An **Emergency** to essential services in **Your Home** listed in the section below headed "What is covered".

Emergency

A sudden and unforeseen incident in **Your Home** which immediately; exposes **You** or a third party to a risk to health or; creates a risk of loss or damage to **Your Home** and/or any of **Your** belongings or; makes **Your Home** uninhabitable.

Emergency Repairs

Work undertaken by an **Authorised Contractor** to resolve the **Emergency** by completing a **Temporary Repair**.

Insured / You / Your

You, the **Policyholder**, and /or any member of **Your** immediate **Family** normally living at **Your Home**.

United Kingdom

United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that **Your** claim will be settled on a **Reimbursement Basis**.

Period of Insurance

One year from the start or renewal date shown on **Your** policy certificate. If a mid-term adjustment has been made, it will be the date on **Your** new policy certificate.

Home

The park home shown on **Your** policy certificate. It does not include detached garages, sheds and greenhouses.

Temporary Repair

Repairs and/or work immediately required to stop further damage being caused by the **Emergency**. **You** will need to replace this with a permanent repair.

We / Us / Our

Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **You** to receive the **Home Emergency** services described in this policy using **Authorised Contractors**.

Reimbursement Basis

Subject to **Our** prior agreement and on receipt of the engineer / installer / supplier / **Authorised Contractor**'s fully itemised invoice, **We** will pay **You** up to £500 inc. VAT as a contribution to a repair which **You** will arrange **Yourself**. This will be in full and final settlement of **Your** claim and is the maximum amount payable per incident.

Trace and Access

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.



What is Covered?

If a **Home Emergency** occurs, **We** will only pay for the **Emergency Repair**. **We** will not pay for any damage caused by the **Emergency**. There are conditions and exclusions, listed below, which limit the type and value of **Emergency Repairs You** can claim for. Please read them carefully to ensure this cover meets **Your** needs.

We do not wish **You** to discover after an **Emergency** has occurred that it is not covered under the policy.

We will pay for

1. Plumbing

An **Emergency** relating to:

The internal hot and cold water pipes between the main internal stopcock and the internal taps;

The cold water storage tank;

Flushing mechanism of a toilet;

A leak from:

- **Your** toilet;
- Pipes leading to and from the shower or bath;
- Internal section of the overflow pipe;
- Central heating water pipes.

2. Drainage

An **Emergency** relating to:

The blockage of or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of **Emergencies** that **You** would be covered for:

Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;

We will not pay for

1. Plumbing

Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;

Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins.

Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines;

Septic tanks, swimming pools and hot tubs;

Repair to, or replacement of, all pipe work outside the **Home**;

Dealing with temporarily frozen pipes;

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.

2. Drainage

Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the **Home**);

Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;

Regularly cleaning **Your** drains and any descaling of **Your** drains;



We will pay for – continued

Blocked bath, toilets or external drainage.

You will still be covered if **You** do have another working toilet or bathing facility;

Blocked or leaking soil vent pipes, provided **You** are solely responsible for this.

3. Failure of Internal Electrics

Failure of **Your** electrics rendering **Your Home** uninhabitable.

For example: failed wiring to immersion heaters/boilers /bathroom lights.

4. Security

Windows

Broken and cracked windows which result in the **Home** not being secure.

We will undertake an **Emergency Repair** using boarding or similar material to resolve the immediate security risk.

Keys and locks

Gaining access to, or securing **Your Home** through an external door where **You** have no alternative due to:

- lost or damaged keys;
- stolen keys;
- failure of the external locking mechanism to the door;

We will not pay for – continued

Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;

Repairing or unblocking drains which are used for commercial purposes;

Making access to drain systems points of entry (such as manhole covers) if these have been built over;

Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil;

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.

3. Failure of Internal Electrics

Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems.

Also shower units, replacement of light bulbs and fuses in plugs;

Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **Home**.

4. Security

Windows, keys and locks

Damage to windows, doors or locks on fences, outbuildings and detached garages.

Double glazing where one pane is broken but the other is intact and the **Home** is therefore secure.



We will pay for

Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where **You** are unable to secure **Your Home**;

Replacement of a single set of keys (if this is the only alternative to resolve the **Emergency**).

5. Pests

Removal of rats, mice, wasps and hornets, where evidence of infestation in **Your Home** has been found.

6. Internal gas pipe

A leak from the internal gas supply pipe in **Your Home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service.

If **You** think **You** have a gas leak, **You** should immediately call the National Gas Emergency Service on 0800 111 999.

7. Boiler and heating system

Complete/partial/intermittent failure or breakdown of **Your** primary heating/hot water system, resulting in no hot water and/or heating.

We will also cover **You** for:

- A loss of water pressure within a boiler due to a fault;
- A water leak from the boiler/heating system.

Included:

Domestic gas boiler within **Your Home**, the output of which does not exceed 60kW/hr. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue;

We will not pay for

5. Pests

Pests found outside **Your Home**, such as in detached garages and outbuildings.

6. Internal gas pipe

Restoration of gas supply is not included. Please contact **Your** Utility Company who will be able to arrange this for **You**;

Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor; without adequate protection;

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**, otherwise known as **Trace and Access**.

7. Boiler and heating system

Commercial boilers or heating systems with an output of over 60kW/hr;

Any heating system which is not wholly situated within **Your Home** or is shared with neighbouring dwellings;

Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;

Thermostatic valves;

Replacement of any equipment added to the standard heating system such as a Magnadecan or similar device;

Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame;



We will pay for – continued

Claims related to other forms of primary heating, such as renewable technologies in **Your Home** or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a **Reimbursement Basis** if an **Authorised Contractor** is not available at the time in **Your** local area;

8. Boiler and heating system – beyond economical repair

If in the opinion of **Our Authorised Contractor**, **We** are unable to repair **Your** boiler/hot water system, **We** will pay **You** £250 towards buying a replacement boiler or heating system. This can be claimed on a **Reimbursement Basis** within 90 days of **Our** attendance at **Your Home**;

If **We** are unable to repair **Your** boiler/hot water system and **You** choose to not replace it, cover under this section will no longer apply.

We will not pay for – continued

Any costs for the repair of **Your** heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;

Boilers which are still working, but **You** suspect may be about to break down (eg. where a noise has developed) or where the fault is not apparent to **Our Authorised Contractor**;

Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **Your** boiler or main heating system;

Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.

8. Boiler and heating system – beyond economical repair

Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water eg. if **You** reside in a hard water area (as per the Local Water Authority);

Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;

Repair to, or replacement of, gas appliances such as cookers;

Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;

Repair or replacement of the flue due to wear and tear;

Any adaptations made to the property which do not comply with the regulations applicable at the time;

If **You** are a landlord, **We** would not be able to work on the boiler and/or heating system if **You** are unable to provide **Us** with the most recent and valid CP12 document or Landlord Certificate.



We will pay for

9. Temporary heating

If **You** have no heating and a part needs to be ordered following the engineer's first visit, or if **We** are unable to repair the boiler/heating system, **You** have the option to purchase heaters up to a value of £50 inc. VAT on a **Reimbursement Basis**. These heaters are **Yours** to keep.

Alternatively **We** can deliver two temporary heaters to **Your Home**

10. Roofing

Sudden or unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.

We will not pay for – continued



General Exclusions Applying to Section 3

We will not cover the following:

1. A repair if **You** are aggressive towards **Our Authorised Contractors** or staff or impede or prevent access to **Your Home** at reasonable times to complete the repair;
2. Loss or damage arising from **Emergencies** which were known to **You** before the start date of this policy.
3. Any loss where **You** did not contact **Us** to arrange repairs;
4. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
5. Any **Emergency** in a **Home** that has been unoccupied for more than 30 consecutive days;
6. Any defect, damage or breakdown caused by modification, negligence or misuse;
7. Any loss or damage arising as a consequence of war; invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
8. Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to **Your Home** or the use of defective products;
9. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
10. This insurance does not cover normal day to day maintenance at **Your Home** that **You** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**;
11. If **You** have been advised of remedial work, which **You** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **Your** local water authority, utility company or boiler manufacturer;
12. No costs for repairs, parts or services are payable under this insurance unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims helpline, and **We** have approved a contractor in advance.
13. Cost of **Trace and Access** to locate the source of the **Emergency**;
14. Any boiler inspections or any other **Emergency Repairs** where asbestos may be disturbed;
15. The removal of asbestos;



16. Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.
Otherwise known as **Trace and Access**.
17. When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition;
18. Where Health and Safety regulations or a risk assessment that has been carried out, prevent **Our Authorised Contractors** being able to attend to the **Emergency** or carry out work in **Your Home**;
19. **We** reserve the right to decline to renew **Your Policy**.
20. Any defect, damage or failure caused by:
- Modification or attempted repair to all or any part of **Your** property by **You** or **Your** own contractor which results in damage to that or another part of **Your** property;
 - Failure to comply with recognised industry standards;
 - **Your** or **Your** contractors malicious or wilful action, misuse or negligence.
21. **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or under United States of America.

Cancellation – Your Rights

Please see details of **Your** cancellation terms in **Your** main policy booklet on page 4 and refer to **Your** Terms of Business.

Cancellation – Our Rights

We may cancel this policy by giving **You** at least 14 days written notice at **Your** last known address for the following reasons;

- If **You** fail to make payment of premiums **We** will send **You** a reminder to do so. If **We** do not receive payment after two reminders **We** will cancel **Your** policy with immediate effect and notify **You** in writing that such cancellation has taken place;
- If **You** refuse to allow **Us** reasonable access to **Your Home** in order to provide the services **You** have asked for under this policy or if **You** fail to co-operate with **Our** agents, representatives or **Authorised Contractors**.

If **You** otherwise cease to comply with the terms and conditions of this policy:

- **We** may cancel this policy without giving **You** prior notice if, by law, or other similar reasons **We** are unable to provide it.

If **We** exercise **Our** rights to cancel the policy under this section, **We** will refund the premium paid proportionate to the remaining **Period of Insurance**, provided **You** have not made any claims. **We** reserve the right to refuse renewal of any individual policy.



We may cancel this policy with immediate effect if:

- **You** make or try to make a fraudulent claim under **Your** policy;
- **You** are abusive or threatening towards **Our** staff;
- **You** repeatedly or seriously break the terms of this policy.

We will continue to honour any claims made before cancellation.

Fraud, Misrepresentation and Non-Disclosure

If **We** find that **You**, anybody insured by this policy or anyone acting for **You** has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **You** with cover, or the terms and conditions of cover or the premium required;
- Misled **Us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **Us** to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **Us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **Us** or another insurer,

We may;

- Cancel or void **Your** policy and all other policies which **You** hold with **Us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **You** have paid for the policy;
- Refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs **We** have incurred;
- Amend **Your** policy details to record the correct information, collect any additional premium due and charge administration costs.

Complaints Procedure

We will always aim to do **Our** best. However there may be times when **You** are not happy with **Our** services.

If **You** have a complaint about **Our** service, **You** can write to **Our** Customer Relations Manager at:

Customer Relations – Home Emergency, Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, UK.

You can phone **Us** on : **01737 815 913** or **You** can email **Us** at: homeemergencycomplaints@axa-assistance.co.uk

We will deal with **Your** dissatisfaction as soon as **We** can and try to reach an amicable resolution.



If **We** are unable to reach a resolution within 8 weeks or if **You** are not happy with **Our** resolution, **You** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Or **You** can phone **0800 023 4567**.

E-mail: **complaint.info@financial-ombudsman.org.uk**

You can also find details on line at **www.financial-ombudsman.org.uk**

Following the complaints procedure does not affect **Your** legal rights.

FSCS

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at **www.fscs.org.uk**.

Use of Your Personal Data

Please read the paragraphs below, which define how **We**, Towergate Insurance and the insurer (Inter Partner Assistance SA) use information about **You** for the purpose of providing **You** with insurance services and additional products and services.

We appreciate the importance of the protection, confidentiality and security of **Your** information.

Personal Information

By purchasing **Our** products and services, **You** agree that **We** may:

- a) Disclose and use information about **You** and **Your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **Your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law.
- b) Monitor and/or record **Your** telephone calls in relation to cover to ensure consistent servicing levels and account operation;
- c) Undertake all of the above within and outside the **United Kingdom** and the European Union. This includes processing **Your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **We** have taken appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in other countries, as there is in the European Union.

If **You** want to know what information is held about **You** by Inter Partner Assistance or AXA Assistance, please write to **Us** at:

Data Protection Officer, The Quadrangle, 106-118 Station Road, Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **You** is only held for so long as it is appropriate for the above. **We** monitor and record phone calls to help maintain **Our** quality standards and for security purposes.

Alternative Format

Please contact **Us** in writing or by phone (Towergate Insurance on **0800 652 1182**) if **You** would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.



Section 4;

Park Home Legal Expenses Insurance

If **You** require legal advice **You** should phone the Legal Helpline on 0345 543 8714 quoting **Your** policy reference.

You may call for general legal advice between the hours of 8am to 9pm Monday to Friday; and for advice into park home legal issues from 9am to 5pm Monday to Friday.

IMPORTANT

If **You** have an existing problem or dispute before **You** purchased this Insurance Policy **You** will not be eligible for insurance for that problem, but **You** can still get advice from the Legal Helpline.

Your Insurance Policy

This is a copy of the Insurance Policy. If **You** are unsure of the meaning or intent of any part of the policy **You** can contact **Your** insurance broker who operates the policy who will explain it to **You**.

The **Insurer** is Markel International Insurance Company Limited and it administered by **Us** (Abbey Legal Protection).

This insurance only covers **Claims** which **You** tell **Us** about during the **Period of Insurance**. It will not cover situations which **You** knew about before the start date of this Insurance Policy.

Making a Claim

It is vital to tell **Us** as soon as **You** are aware of any **Claim** or potential **Claim**. **We** can be contacted by telephone on **0345 350 1099** or alternatively **You** can write to **Us** at:

The Claims Department
Abbey Legal Protection
20 Fenchurch Street
EC3M 3AZ

Email: claims@abbeylegal.com

The Insurance Policy covers **Legal Costs** up to the **Limit of Cover** and where the **Legal Proceedings** are brought in the **Territorial Limits**.



Definition of Words Used in Section 4

Claim; a claim under this Insurance Policy for **Legal Costs**.

Insurer; Market International Insurance Company Limited, 20 Fenchurch Street, London, EC3M 3AZ bound pursuant to a binding authority with **Us**. Unique market reference B6027APG2016001 (or renewal or replacement thereof).

The **Insurer** is liable only for the proportion of liability it has underwritten. The **Insurer** is not jointly liable for the proportion of liability underwritten by any other **Insurer**. Nor is the **Insurer** otherwise responsible for any liability of any other **Insurer** that may underwrite this contract.

Legal Costs; any costs incurred reasonably by **Your Lawyer** with **Our** prior written agreement and any costs which **You** are ordered to pay to the other party in respect of **Your Legal Proceedings**.

Limit of Cover; the maximum the **Insurer** will pay for a **Particular Claim** is £50,000 **Legal costs**; and £250,000 in the **Period of Insurance**.

Legal Proceedings; the legal steps (or accountancy steps for a tax investigation) **You** need to take to protect **Your** legal rights when **You** are in a dispute including, if necessary, through a court or tribunal provided the court or tribunal is within the **Territorial Limits**.

Park Home; The structure of **Your** park home which is occupied by **You** and **Your Family** as a private dwelling and its:

- a) domestic outbuildings, garages, porches, sheds and skirting
- b) permanent fixtures and fittings, service tanks, pipes and cables
- c) paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the **Land**

Particular Claim; all **Claims** that are connected with a particular situation or set of circumstances.

Period of Insurance; the period stated in the schedule provided **You** have paid **Your** premium.

Personal Injury; any bodily injury caused by the negligence of a third party excluding:

1. Medical Negligence
2. Psychological Injury
3. Psychiatric Injury

Site Owner; the individual firm or partnership that owns and is responsible for the site where **Your Park Home** is situated.

Territorial Limits; the United Kingdom of Great Britain and Northern Ireland.

We/Our/Us; Abbey Legal Protection, a trading division of Abbey Protection Group Limited, who act on behalf of the **Insurer**.

You/Your; the person or persons named in the **Schedule**, their partner, their children under 21 years old, and their parents, only if they live in **Your Park Home** as their only and main residence.

Your Lawyer; the solicitor, barrister or other appropriately qualified person (or under Section 5 **Your** tax consultant) who is appointed to act for **You** in accordance with the terms of this Insurance **Policy**.



What is Covered

The **Insurer** will pay **Your Legal Costs** for **Legal Proceedings** under a **Claim** made or brought within the **Territorial Limits** and notified to **Us** during the **Period of Insurance**.

The Insurers will pay

Section 1: Park Home Disputes

Legal Costs to pursue or defend **Legal Proceedings** in a dispute with **Your Site Owner** about:

- a) **Your** rights to use and occupy **Your Park Home**.
- b) **Your** rights to quiet enjoyment of **Your Park Home**, pitch, services and facilities as provided by the **Site Owner**.
- c) **Your** right to sell **Your Park Home** as long as **You** have started the sale process and **You** started it at least 6 months after the start date of **Period of Insurance**
- d) Annual pitch fees provided **You** have owned **Your Park Home** for 12 months
- e) The maintenance of the **Park Home** site.

Section 2: Misrepresentation and Breach of Contract

Legal Costs to pursue **Legal Proceedings** in a dispute with **Your Site Owner** about the physical location of **Your Park Home**/pitch where **You** have entered into a contract with the **Site Owner** for a **Park Home** and **Your Park Home**/pitch is outside the physical boundary of the site stated in the site license provided;

- a) The circumstances leading to the **Claim** arose at least 6 months after the purchase of this policy and/or
- b) **You** have resided in the **Park Home** for 12 months or longer.

Section 3: Employment

Legal Costs to pursue **Your** employer or former employer in an Employment Tribunal for compensation if they have dismissed **You** or discriminated against **You** or made **You** redundant or **You** think they have treated **You** unfairly.

The Insurers will not pay

Section 1: Park Home Disputes

Insurers will NOT pay **Legal Costs**:

- a) If the dispute relates to planning, caravan site licensing, building or regulations or compulsory purchase orders or proposed works by any local authority, government or public authority.



The Insurers will Pay

Section 4. Personal Injury

Legal Costs to pursue any other person who has caused **You** a **Personal Injury** provided that in England and Wales **Your Lawyer** must enter a conditional fee arrangement and in Scotland **Your Lawyer** must enter a speculative fee agreement.

Section 5. Consumer Disputes

Legal Costs to pursue or defend **Legal Proceedings** for:

- a) Breach of a contract for goods or services **You** have bought, rented or sold for non-business use.
- b) Breach of a contract relating to the purchase, service, hire purchase, renting or insuring of a motor vehicle or its spare parts or accessories provided that:
 - The contract commences or is signed after the start date of the **Period of Insurance**.
 - The amount in dispute exceeds £250 or £1,000 for the buying and selling of a motor vehicle.

Section 6. Tax Protection

Legal Costs to represent **You** in a full enquiry into **Your** personal tax affairs and an appeal against a decision following a hearing or tribunal provided **Your Lawyer** and **We** think there are reasonable prospects of reducing **Your** tax liabilities alleged by HMRC.

The Insurers will not pay

Section 4. Personal Injury

Insurers will NOT pay **Legal Costs** for defending **You** in any **Legal Proceedings**

Section 5. Consumer Disputes

Insurers will NOT pay **Legal Costs**:

- If the contract is connected to **Your** business activity or employment
- If the breach of contract is with an insurer and is about the amount of money an insurer agrees to pay.
- If the contract or dispute is with a local authority, public authority or any government department.
- If the contract is for the purchase or sale of **Your Park Home**.

Section 6. Tax Protection

Insurers will NOT pay **Legal Costs**:

- For technical or routine treatment of matters
- For defence of a criminal prosecution.
- Arising from a negligent misstatement or omission from returns or accounts.
- If the return is submitted outside statutory time limits or in a penalty position
- For the preparation or correction of returns
- For an investigation undertaken by the Special Civil Investigations or Criminal Investigations.
- Where a return submitted at final filing date contains provisional figures
- For an investigation arising out of a voluntary disclosure made to HMRC for omitted tax which is due as a result of **You** deliberate act.
- For an investigation by HMRC into a tax planning arrangement where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self Assessment Return.



The Insurers will Pay

Section 7. Identity Theft Protection

We will pay **You** for **Legal Costs** to:

- a) Reinstatement of **Your** identity;
- b) Defending a dispute with a third party taking legal action against **You**;

arising from or relating to the theft of **Your** identity.

The Insurers will not pay

Section 7. Identity Theft Protection

Insurers will NOT pay **Legal Costs**:

- if **You** have not made notification to **Your** bank or building society.
- if **You** have not taken all reasonable action to prevent the unauthorised use of **Your** identity.



How to Make a Claim Under Section 4

You must tell **Us** immediately if **You** have a claim or are aware of circumstances that may lead to a **Claim**. When **You** have told **Us** about a **Claim** **We** will treat any subsequent legal action from those circumstances as part of the same **Claim**.

To make a **Claim** **You** must call **Us** on telephone 0345 350 1099. **We** will send **You** a form which **You** should complete and return as soon as possible.

What is Not Covered?

1. If **We** consider that **You** will not get a reasonable settlement or if any expected settlement is small compared to the **Legal Costs** to be incurred.
2. **Legal Costs** which **We** have not already agreed to in writing.
3. Any situations which **You** knew or ought to have known about before purchasing this Insurance Policy.
4. Any **Claim** for which **You** have some other insurance which would cover **You**.
5. Any **Claim** which is caused by **Our** own negligent actions or negligent failure to take action.
6. Any fines, penalties or compensation **You** are ordered to pay.
7. Any **Legal Proceedings** against **The Insurer, Us** or **Your Lawyer**.
8. Any **Legal Proceedings** for judicial review.
9. Any **Claim** which happens because of seepage or pollution or ionising radiation or nuclear fuel or waste.

When will We agree to a Claim?

The **Insurer** will not pay any of **Your Legal Costs**, which **We** have not already agreed to in writing. **We** will give **Our** agreement in writing:

- When **You** have told **Us** about **Your Claim** and given **Your Lawyer** enough information to understand it.
- **Your Lawyer** and **We** think that there are reasonable prospects of **You** getting compensation, damages or **Your** job back or other remedy or reasonable prospects of defending **Your** position.
- **We** may withdraw **Our** agreement if **Your Lawyer** and **We** subsequently think there are no longer reasonable prospects of winning **Your** case. If **We** do withdraw **Our** agreement the **Insurer** will pay **Your Legal Costs** up to that time within the Terms and Conditions of this Insurance Policy. **We** may also withdraw **Our** agreement if **You** act unreasonably or do not do what **Your Lawyer** and **We** ask **You** to.

In all cases **We** will tell **Your Lawyer** in writing whether **We** have agreed to **Your Claim** or not.

Choosing Your Lawyer

If **We** agree to start **Legal Proceedings** and it becomes mandatory for **You** to instruct a lawyer **You** are free to choose that lawyer. Until that time **We** will appoint **Your Lawyer** on **Your** behalf.



What You MUST do during the Claim

You must provide **Your Lawyer** with all information they ask for and help them when asked. **You** must sign all documents that they ask **You** to sign; turn up for all examinations they ask **You** to attend and attend court when they ask **You** to.

You must allow **Your Lawyer** to disclose all information about **Your Claim** to **Us** when **We** ask for it.

You must not agree with **Your Lawyer** the amount of their fees without agreeing this with **Us** first.

You must tell **Us** of any offer from the other party to **Your** legal dispute to settle **Your** dispute. **You** must get **Our Agreement** before accepting, refusing or making any offer to settle.

If **You** want to make an appeal against a decision of the court on a **Claim** to which **We** had agreed to, **We** will have to agree to that appeal before it starts.

You must make every effort to keep the **Legal Costs** as low as possible during the **Claim**.

If **You** make a **Claim** which **You** know to be false, no **Legal Costs** will be paid and any that had been paid will have to be repaid to **Us**.

If **You** are awarded costs or, if under the terms of any settlement costs are included, these costs shall be repaid to **Us**. **You** and **Your Lawyer** must make every effort to make a full recovery of costs. If a settlement is global, without costs or if costs are awarded but not recovered, **You** agree to a fair and reasonable proportion of the settlement to be deemed **Our** costs. If costs are paid in instalments, all costs to **Us** are paid first.

Non-disclosure

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied on the information **You** have given to **Us**. **You** must take care when answering any questions asked by **Us** by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information, **We** will treat this **Policy** as if it never existed and decline all **Claims**.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect this **Policy** and any **Claim**. For example, **We** may:

- treat this **Policy** as if it had never existed and refuse to pay all **Claims** and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of this **Policy**. **We** may apply these amended terms as if they were already in place if a **Claim** has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a **Claim** with an adjustment using the same proportionate difference, between the actual premium **We** would have charged **You**; or
- cancel this **Policy** in accordance with the right to cancel under the Terms and Conditions of the Park Home Insurance **Policy**.

We will write to **You** if **We**:

- intend to treat this **Policy** as if it never existed; or
- need to amend the terms of this **Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform Towergate Insurance as soon as possible.



General Conditions Applying to Section 4

Arbitration

A dispute over the Insurance **Policy** shall be referred to a single arbitrator being a Solicitor or Barrister agreed by both parties or, if not agreed, nominated by the President of the appropriate Law Society or the Bar Council or appropriate professional body within England and Wales. Any costs of the arbitration are decided to be paid by the arbitrator. Unless agreed otherwise this Insurance **Policy** is subject to the Laws of England & Wales.

Appointing Your Lawyer

A dispute over choice of **Your Lawyer** will be settled at Arbitration. **You** have freedom to choose **Your Lawyer** if there is a conflict of interest between **You** and **Us**.

Cancellation

We hope **You** are happy with this Insurance Policy. However, **You** may cancel this Insurance **Policy** under the Terms and Conditions of the **Towergate Insurance – Insurance for Your Park Home Policy**.

Observance

You must act diligently at all times and comply with the Terms And Conditions of this Insurance **Policy**.

Premium

You must have paid the relevant premium.

Fair Processing Notice

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. 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.

Who are We?

Towergate (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 or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London EC2N 3AS. 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.



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 or contacting other firms involved in financial management regarding payment.

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

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have 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.

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**.

Further details of **Your** rights can be obtained by visiting the ICO website at ico.org.uk.



What to do if You Are Unhappy With the Service Provided Under Section 4

If **You** are not happy with the level of service **You** receive from this Insurance **Policy**, **You** can contact Abbey Legal Protection:

In the first instance please write to:

Customer Service manager
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ

Abbey Legal Protection is authorised and regulated by the Financial Conduct Authority, Firm Number 308829.

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate your complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on www.ec.europa.eu/odr.

In the event that **You** are still dissatisfied and wish to pursue the matter further **You** are able to refer the matter to the Financial Ombudsman Service. Their details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk

This procedure will not prejudice **Your** rights to take **Legal Proceedings**.

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate your complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on www.ec.europa.eu/odr.

Financial Services Compensation Scheme

In the event the **Insurer** fails to meet its obligations **You** may be eligible for compensation from the Financial Services Compensation Scheme.

If **You** decide that **You** want to sue the **Insurers** the law governing this Insurance **Policy** shall be the laws of England and Wales.

**For more information on this policy, including all exclusions
please call 01242 528434**

Towergate Insurance

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

www.towergateinsurance.co.uk

Towergate Insurance is a trading name of Towergate Insurance.
Registered in England No. 4043759.
Registered Office: Towergate House, Eclipse Park,
Sittingbourne Road, Maidstone, Kent ME14 3EN.
Authorised and regulated by the Financial Conduct Authority.

