

# Leisure home insurance

Policy wording



# Welcome

Thank you for buying leisure home insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

Your agreement is based on the information that you provided when you applied for the policy and is reflected in the statement of insurance facts document that we've sent to you. It's important that this information is correct, so please take a moment to check through it. Do let us know if anything needs to change as soon as possible, as any inaccuracies or misrepresentation could lead to your insurer rejecting a claim or even voiding your policy. If you're happy, please keep all documents together, somewhere safe.

If there are any changes to your circumstances, please let us know as soon as possible. Your cover could be affected if you need to make a claim for something that we weren't aware of. You can see a list of the kind of things we need to hear about on page 8.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 9. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Customer Service Team

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## About your policy

### Introduction

Please take time to read the contents of this policy including how to make a claim.

This policy is a contract of insurance between **you** and **us**, and is made up of this booklet and **your policy schedule** including any **endorsements**. It is based on the statements and information **you** gave **Lifesure** or the information that was given on **your** behalf when **you** applied for the insurance. **We** used that information to assess the cover **we** would provide for **you** and to set the **premium** and policy conditions required for that cover.

In return for the payment of **your premium we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

### This insurance

The policy, the **policy schedule** and any **endorsements** are to be read as one document. The insurance applies throughout the United Kingdom except where **we** say otherwise.

For and on behalf of Bspoke Underwriting Limited.



## About your insurer

### Underwriters & Lifesure agreement

Bspoke Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. Registered in England and Wales Company No. 04506493. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. **You** can check **our** details on the Financial Services Register <https://register.fca.org.uk/>.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at <https://www/fsc/gi/>.

This insurance is arranged by **Lifesure** & underwritten by Bspoke Underwriting Limited on behalf of Watford Insurance Company Europe Limited. Watford Insurance Company Europe Limited is a Gibraltar based insurance company with its registered office at PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar.

As an insurance company authorised in Gibraltar, Watford Insurance Company Europe Limited is permitted under the Financial Services and Markets Act 2000 (Gibraltar) Order 2001 to conduct business in the United Kingdom under FCA reference 714197. **You** can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk/>.

Details about the extent of its regulation by the Financial Conduct Authority are available on request.

**Lifesure** is authorised and regulated by the Financial Conduct Authority.

### Lifesure

**Lifesure** was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifesure, please visit **our** website at [lifesure.co.uk](https://lifesure.co.uk).

## Insured values

It is up to **you** to make sure the amounts **you** are insured for represent the full value of **your buildings, contents & equipment**.

If **you** do underinsure, payment made following a claim will be adjusted to reflect the percentage of underinsurance. **You** can increase **your sums insured** at any time by contacting **Lifesure** on 01480 402460.

## Making sense of your policy: definitions

The following words or expressions carry the meaning shown below wherever they appear in **bold** in this policy.

### Accidental damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

### Buildings

The structure of the park home / static caravan / chalet including its permanent fixtures and fittings, patios and terraces, tennis courts, drives, walls, gates, fences, railings, swimming pools, ornamental ponds and fountains, cesspits, septic tanks and central heating fuel tanks all for which **you** own, or for which **you** are legally responsible at the **premises**.

### Contents & equipment

Household goods and personal property within the **buildings**, which **you** own or are legally liable for.

This does not include:

- Motor vehicles or their accessories including outboard engines (other than garden machinery), touring caravans, trailers or watercraft or their accessories;
- Any living creature;
- Any part of the **buildings**;
- Any property held or used for business purposes;
- Any property insured under any other insurance;
- **Valuables**;
- **Personal possessions**;
- Money and credit cards;
- Mobile phones, laptops or any handheld electronic device.

### Disablement

Inability to engage in the usual occupation and not engaging in any paid occupation.

### Domestic Employee

- Any person under a contract of service or apprenticeship with **you**;
- Any person who is hired to or borrowed by **you**;
- Any person **you** engage in connection with a work experience or training scheme;
- Any labour master or person supplied by **you**;
- Any person **you** engage by labour only sub-contractors;
- Any self-employed person working on a labour only basis under **your** control or supervision.

## Making sense of your policy cont'd

### Endorsement

A specific term, condition or variation to the policy.

### Equipment

Any **equipment** pertaining to the **premises** or use of the **premises** including refrigerators, gas bottles, water containers, batteries, stabilisers, generators, awnings and the like.

This does not include:

- Any part of the **buildings**;
- Any property held or used for business purposes;
- Any property insured under any other insurance;
- **Valuables**;
- **Personal possessions**;
- Money and credit cards;
- Mobile phones, laptops or any handheld electronic device.

### Excess

The first amount of each and every claim as detailed on the **policy schedule** for which **you** are responsible.

### Family / friends

**Your** spouse / partner, children or parents, other relatives and **friends** as long as they have **your** express permission to use the **premises**.

### Lifesure

Lifesure, 3 Fenice Court, Phoenix Park, Eaton Socon, St Neots, PE19 8EW registered and authorised by the Financial Conduct Authority Number 305038.

### Limit of indemnity

The amount **we** will pay in respect of any one claim and during any one **period of insurance** as detailed in the **policy schedule**.

### Permitted occupant

An authorised person or persons in the **premises** overnight.

### Personal possessions

Clothing and personal articles designed to be worn or carried on or about the person.

### Period of insurance

The policy commences from the date shown on **your policy schedule** for the period for which the **premium** has been paid.

### Permanent residence

**Your** main or only place of domestic residency, whether for long term or temporary purposes.

### Policy schedule

Confirmation of cover confirming **your** details, the **period of insurance**, type of policy and the **limit of indemnity**.

### Premises

The address / boundary which is named in the **policy schedule** as the risk address for which **you** solely own but excluding communal areas.



## Making sense of your policy cont'd

### Premium

The amount payable either as a single or monthly payment that **you** have agreed to pay **us** in respect of insurance cover under this policy.

### Sum Insured

The amount declared by **you** under the **sum insured** section of the **policy schedule**.

### Territorial Limits

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

### Unoccupied

Any time when the **premises** is not occupied by **you** or **your family** member or **permitted occupant** for sixty (60) consecutive days.

### Valuables

Any article made from precious metal, china, glass, porcelain, jewellery, fur, non-smart watches, video or photographic equipment, computers, binoculars, telescopes, pictures, works of art, antiques, stamp, medal and coin collections, sporting / fishing equipment and portable audio equipment.

### We / Us / Our / Insurer

Bspoke Underwriting Limited on behalf of Watford Insurance Company Europe Limited.

### You / Your / Insured

The person(s) named on the **policy schedule**.

## Information you have provided

**You** must take reasonable care to provide accurate and complete answers to all the questions **you** are asked when **you** take out, make changes to, or renew this policy.

**You** must notify **Lifesure** as soon as possible if any of the information in **your** policy documents is incorrect or if **you** wish to make a change to **your** policy.

If **you** do not provide accurate and complete answers to the questions **you** are asked, or **you** fail to notify **Lifesure** of any incorrect information or changes **you** wish to make, **your** policy may not operate in the event of a claim, **we** may charge **you** an additional **premium**, **we** may not pay any claim in full or **your** policy could be invalid.

## Changes that may affect your cover

**You** must tell **Lifesure** as soon as possible about any changes to the information **you** provided when **you** purchased or renewed this policy, for example:

- If **you** or any member of **your family** are declared bankrupt or are convicted of any criminal offence
- If the owner of the property changes
- If the way **you** use the property changes (for example **you** will be using the property for business use)

This is not an exhaustive list and any changes **you** tell us about may affect **your** cover or result in a change to **your premium**. If **you** are unsure whether a change may affect **your** cover, please contact **Lifesure** on 01480 402460.

**Failure to advise Lifesure of any changes might prejudice any claim you may make or the validity of the policy.**



## How to make a claim

### Section 1-3

**Lifisure Claims, Davies Group Limited, Two Smithfield, Leonard Coates Way,  
Stoke-on-Trent, ST1 4FD**

**Tel:** 0333 400 9032

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

### Section 4-6

**Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW**

**Tel:** 0845 207 7453

**Email:** bspoke@kennedyslaw.com

In all correspondence please tell **us you** are insured by Lifisure and provide the reference number 06486E along with the unique policy number from **your policy schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

**You** will be asked to provide details of **your** claim to one of the advisors. **You** may take action of a temporary nature to protect the **buildings** and make good any damage as a result of the claim such as boarding up damaged windows and doors.

Where possible **you** should keep proof of purchase / receipts, estimates for repair or replacement of damaged articles and any damaged articles for the claims administrator to inspect.

Any incident of vandalism, theft or loss must be reported to the police immediately and a crime reference number obtained.

If any person is claiming against **you** or **your family**, any correspondence **you** receive should not be answered but must be sent to the claims administrator without delay. Do not attempt to negotiate any claim without **our** written consent.

**You** will be required to produce bona fide proof of ownership of **your contents & equipment** in the event of a claim. Do not therefore leave any important documents in **your premises**. Do not admit liability or promise to make any payment.

Bspoke Underwriting Limited is an agent of Watford Insurance Company Europe Limited and in the matters of a claim act on behalf of Watford Insurance Company Europe Limited.

### Your duties

In the event of a claim or possible claim under this policy:

**You** or **your family / friends** must:

- i. Without unnecessary delay advise the claims administrator;
- ii. If any item covered by this policy is stolen, lost or maliciously damaged notify the police immediately;
- iii. Take steps to recover any lost or stolen item;
- iv. Forward to **us** any letter, writ, summons or other legal document unanswered;
- v. Provide all reports, certificates, plans, specifications, any other supporting documents, information and assistance which **we** may require to settle or resist any claim or to institute proceedings against another party;
- vi. **You** or **your family / friends** must not make any admission, offer or promise of any payment or negotiate in any way without **our** written consent.

## Section 1 - Buildings

### What is insured

This insurance covers the **buildings** for or damage directly caused by:

1. Fire, lightning, smoke, explosion, earthquake
2. Impact by:
  - a) Aircraft, aerial device, or anything dropped from them
  - b) Vehicles and animals
  - c) Television / radio aerials, aerial fittings or masts (including satellite dishes)
  - d) Falling trees or their branches, telegraph poles, or lampposts
3. Riot, civil commotion, malicious damage or vandalism
4. Storm or flood

### What is not insured

**We** will not pay the policy **excess**

Loss or damage caused by smog, industrial or agricultural output

- Loss or damage caused by domestic pets
- Loss or damage to hedges, gates and fences
- Loss or damage caused by felling or lopping of trees
  
- Loss or damage caused by **you / your family / friends** or **permitted occupant**
- Loss or damage whilst the **premises** is left **unoccupied**
- The first £500 of every claim unless otherwise stated in **your policy schedule**
  
- Loss or damage whilst the **buildings** are not securely anchored at all four corners of the chassis unless securely fixed to concrete foundations
- Loss or damage caused by frost
- For loss or damage caused by subsidence, heave or landslip
- For loss or damage to domestic fixed fuel oil tanks in the open, tennis courts, drives, swimming pools, irrigation systems, patios, terraces, walls, gates and fences
- Loss or damage caused by rising water tables
- The first £500 of every claim unless otherwise stated in **your policy schedule**



## Section 1 - Buildings cont'd

### What is insured

8. **Accidental damage** to the **buildings** in addition to the perils listed in section 1, perils 1 to 7
  
  
  
  
  
  
  
  
  
  
9. Loss or theft of keys to the **premises** and subsequent replacement of locks and keys
  
  
  
  
  
  
  
  
  
  
10. Expenses **you** have to pay and which **we** have agreed in writing for:
  - a) Architects, surveyors, consulting engineers and legal fees
  - b) The cost of removing debris and making safe the **buildings**
  - c) Costs **you** have to pay in order to comply with government or local authority requirements

Following loss or damage to the **buildings** which is covered under section 1

11. Trace & access - expenses incurred by **you** in locating the source of an escape of water / oil and the reinstatement of any wall, floor or ceiling removed or damaged during the search for which a successful claim has been made under section 1, peril 5

### What is not insured

- Loss or damage caused by wear and tear, deterioration, corrosion, action of light or any gradually operating cause
- Loss or damage arising from cleaning, repair or maintenance
- Loss or damage caused by defective design or workmanship
- Loss or damage caused by domestic pets
- Loss or damage from mechanical or electrical faults or breakdown
- Loss or damage whilst the **premises** are **unoccupied**, hired or let out
  
- Any amount in excess of £350
- Any lock of better quality than that being repaired or replaced
- Damage or theft not reported to the police
  
- Any expense for preparing a claim or an estimate for loss or damage
- Any costs if government or local authority requirements have been served on **you** before the loss or damage
- Any amount exceeding £10,000 for clearing, removing debris and / or re-siting costs in any **period of insurance**, unless **you** have allowed for this within **your buildings sum insured**
  
- Any amount in excess of £5,000
- Any costs incurred for locating any escape of water from swimming pools and irrigation systems
- Loss or damage from which the water / oil has escaped

## Section 1 - Buildings cont'd

### What is insured

12. Alternative accommodation or hiring charges if the **premises** is rendered uninhabitable by damage for which a claim is payable under section 1

We will either pay:

- a) The necessary costs incurred for similar alternative accommodation, but only if the damage occurs after holiday arrangements have been made or whilst the **premises** is occupied

Or

- b) For the loss of hiring charges for bookings accepted prior to damage, but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid

13. **Accidental damage** to the **buildings** in addition to the perils listed in section 1, perils 1 to 7 whilst hired or let out

This section will only apply if shown on **your policy schedule** and the appropriate **premium** has been paid

### What is not insured

- Any amount exceeding £10,000 in any **period of insurance**
- For losses incurred in any period exceeding twelve (12) months from the date that the **premises** became uninhabitable
- For loss or damage where a valid claim has not been accepted by **us**
- Loss or damage caused by wear and tear, deterioration, corrosion, action of light or any gradually operating cause
- Loss or damage arising from cleaning, repair or maintenance
- Loss or damage caused by defective design or workmanship
- Loss or damage caused by domestic pets
- Loss or damage from mechanical or electrical faults or breakdown
- Loss or damage whilst the **premises** are **unoccupied**

## Important conditions

### Basis of claims settlement

If the **buildings** have not been maintained in a good state of repair, **we** will make a deduction for wear and tear or gradual deterioration.

**Your policy schedule** will show if **your** claim will be settled on a New for Old or Market Value basis. Please be aware that only **buildings** manufactured 10 years or less from the start date of the policy are eligible for New for Old cover.

### New for old

If **your building** is damaged beyond economical repair, at **our** discretion **we** will replace the **building** with:

- a) A new one of the same make and model, or
- b) A new one of an equivalent make and model, or
- c) Pay the cash equivalent.

Please note: The **sums insured** as shown on **your policy schedule** must represent the full replacement value as new at the time of loss or damage. The cover will revert to Market Value if **your sums insured** do not cover the cost of new **building** of the same make and model or equivalent **building**.

### Market value

If **your building** is damaged beyond economical repair, **we** will pay **you** the value of the **building** at the time of its loss or destruction, provided the total liability of the underwriters does not exceed the **sums(s) insured**.

If the **sum insured** you have chosen is less than the market value of **your building**, **we** will reduce any payment in line with the premium shortfall. (For example, if **your** premium was 75% of what it would have been if the insured value was equal to the market value of **your building**, **we** will pay no more than 75% of **your** claim).

**We** will not pay for the cost of replacing or repairing any undamaged part(s) of the **building** which forms part of a pair, set, suite or part of a common design. **We** will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.







## Section 2 - Contents & equipment cont'd

### What is insured

8. **Accidental damage** to the **contents & equipment** in addition to the perils listed in section 2, perils 1 to 7
  
  
  
  
  
  
  
  
  
  
9. Loss or theft of keys to the **premises** and subsequent replacement of locks and keys
  
  
  
  
  
  
  
  
  
  
10. **Accidental damage** to the **contents & equipment** in addition to the perils listed in section 2, perils 1 to 7 whilst hired or let out.

This section will only apply if shown on **your policy schedule** and the appropriate **premium** has been paid.

11. Where specified that the **premises** shown on **your policy schedule** are used as **your permanent residence**, we will cover **valuables** up to 1/3 of the value of **your contents & equipment sum insured** for loss or damage caused by perils 1-7. If the appropriate **premium** has been paid and is shown on **your policy schedule**, you will also be covered for loss or damage caused by peril 10.

### What is not insured

- Loss or damage caused by wear and tear, deterioration, corrosion, action of light or any gradually operating cause
- Loss or damage arising from cleaning, repair or maintenance
- Loss or damage caused by defective design or workmanship
- Loss or damage caused by domestic pets
- Loss or damage from mechanical or electrical faults or breakdown
- Loss or damage whilst the **premises** are **unoccupied**, hired or let out
  
- Any amount in excess of £350
- Any lock of better quality than that being repaired or replaced
- Damage or theft not reported to the police
  
- Loss or damage caused by wear and tear, deterioration, corrosion, action of light or any gradually operating cause
- Loss or damage arising from cleaning, repair or maintenance
- Loss or damage caused by defective design or workmanship
- Loss or damage caused by domestic pets
- Loss or damage from mechanical or electrical faults or breakdown
- Loss or damage whilst the **premises** are **unoccupied**
  
- Any individual item which exceeds £2,000
- The exclusions under 'What is not insured' for each individual peril listed under 1-7 and 10

## Important conditions

### Basis of claims settlement

In the event of loss or damage to **your contents & equipment & your personal possessions**, **we** will replace the damaged **contents & equipment** as new, provided that the **sum insured** is at least equal to the cost of replacing all the **contents & equipment**. At **our** option, **we** may either pay the cost of replacing the lost or damaged item, or pay the cost of repairing the item.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new and;
- **You** have paid and **we** have authorised the cost of replacement;
- **We** will not pay in excess of £2,000 in total in any one **period of insurance** in respect of televisions, radios, video recorders, DVD players, hi-fi systems and computers;
- **We** will not pay in excess of £150 in total in any one **period of insurance** in respect of discs, tapes and software relating to cassettes, compact discs, mini discs, videos, DVDs and computers.

**We** will take off an amount for wear and tear and depreciation to clothing.

If the **sum insured you** have chosen are less than the replacement as new value of **your contents & equipment**, **we** will reduce any payment in line with the premium shortfall. (For example, if **your** premium was 75% of what it would have been if the insured value was equal to the market value of **your contents & equipment**, **we** will pay no more than 75% of your claim).

It is **your** responsibility to ensure that, at all times the **contents & equipment sum insured** reflects the total cost of replacement as new.

**We** will not pay for the cost of replacing or repairing any undamaged item(s) of **your contents & equipment** which forms part of a pair, set, suite or part of a common design.

**We** will not reduce the **sum insured** under this section following a claim, provided that **you** agree to carry out any recommendations which **we** make to prevent further loss or damage.

### Limit of indemnity

**We** will not pay more than the **sum insured** shown in the **policy schedule**.

## Section 3 - Personal possessions

This section is only covered if shown on **your policy schedule** and the **premises** is used as **your permanent residence**.

### What is insured

We will cover **your personal possessions** up to a maximum of £5,000 in total against **accidental damage** and loss within the **territorial limits**. Cover is provided worldwide for up to thirty (30) days in any one **period of insurance**

### What is not insured

- Any individual item which exceeds £2,000
- The policy **excess**
- Any loss or damage to contact or corneal lenses
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container
- Documents or securities
- Household goods, foodstuffs and domestic appliances
- Property more specifically insured
- Sports equipment whilst in use
- Activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering
- Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle
- Tools or instruments used or held for business or professional purposes

## Section 4 - Liability to the public

### What is insured

**We** will indemnify **you** against all sums which **you** become legally liable to pay as damages for:

- i. Accidental bodily injury (including death or disease) to any person other than **you**, any **domestic employee** or member of **your family / friends**
- ii. Accidental loss or damage to property not belonging to, nor in the custody of, **you**, **domestic employee** or member of **your family / friends**

Arising from the use or ownership of the **premises** and occurring during the **period of insurance**.

In addition, **we** will pay:

- i. Legal costs recoverable by a claimant
- ii. With **our** written consent, **your** costs and expenses incurred in defending the claim

The maximum amount **we** will pay for any claim or claims arising from any one event is £5,000,000.

For the purposes of this section the expression "**you**" will be deemed to include **your family / friends** using the **premises** with **your** consent other than whilst let for hire or reward

If any person insured under this section of the policy dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made

### What is not insured

- a) Liability for death, physical injury or illness to:
  - **You or your family / friends**
  - Any employee of **you, your family / friends**
- b) Damage to property owned by or in the custody or control of **you** or **your family / friends**
- c) Liability arising from the direct or indirect consequence of:
  - Assault or alleged assault
  - Any deliberate or wilful or malicious act
  - The transmission of any infectious disease or virus
  - The ownership or possession of a dangerous dog of one of the following breeds; Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed
- d) Injury or damage arising out of any trade, business or profession of **you** and/or **your family / friends**
- e) Injury or damage arising out of the use of any mechanically propelled vehicle
- f) Any action brought against **you** or **your family / friends** in any court outside the European Economic Community
- g) Liability which is insured by or would but for the existence of this section be insured by another policy
- h) Liability created by any agreement, unless **you** would have been liable without the agreement
- i) Resulting from an accident caused by the **premises** or part of it becoming detached from any towing vehicle

## Section 5 - Accidents to domestic employees

This section is included if shown in **your policy schedule**.

### What is insured

We will pay for damages and claimants' costs and expenses which **you** or a member of **your family / friends** become legally liable to pay as compensation for accidental death of or bodily injury to, or illness or disease of any **domestic employee** up to £5,000,000 in connection with any one claim or series of claims made against **you** or **your family / friends** arising out of any one event occurring during the **period of insurance** and arising out of and in the course of employment within Great Britain, Northern Ireland or the Isle Of Man.

We will also pay legal costs and expenses incurred with **our** written consent in the defence of any claim made against **you** or **your family**.

### What is not insured

- Liability arising directly or indirectly from the transmission of any communicable disease or virus by **you** or any member of **your family / friends**
- Any agreement unless **you** would have been liable had the agreement not been made
- Any claim or other proceedings against **you** or **your family / friends** lodged or prosecuted in a court outside the United Kingdom
- Liability arising from any business or profession
- Liability for death of, bodily injury to, or illness or disease of any member of **your family / friends**
- Liability for which compulsory insurance or security is required by any road traffic legislation

## Section 6 Personal accident

### What is insured

If **you** or **your family / friends** suffers accidental injury while:

- a) Inside the **premises**  
or
- b) In the immediate vicinity of the **premises** whilst it is in use for holiday purposes

Which causes

- Death within twelve (12) months of its occurrence
- Permanent loss of sight in one or both eyes or
- Loss of one or more limbs or
- Permanent **disablement**

We will pay the **insured** person or their legal representative up to £20,000 in any **period of insurance**

### What is not insured

- More than £500 for anyone aged under 16
- Anyone aged over 70 years old at the time of such accident
- Permanent **disablement** from an occupation until such incapacity has lasted fifty two (52) weeks
- Death or bodily injury caused by **you** or **your family / friends** committing suicide or attempting to commit suicide
- Death or bodily injury caused to anyone under the influence of alcohol or drugs at the time of the incident causing death or bodily injury
- Any claim arising directly or indirectly from the contracting of a disease or illness
- Any claim arising directly or indirectly from the injection or ingestion of any substance
- Any claim arising from any event, which exacerbates a previously existing bodily injury
- Any accident occurring outside the **territorial limits**
- Any accident occurring outside the **period of insurance**
- Any accident involving pregnancy or childbirth

## General exclusions

These apply to the whole policy. This policy does not cover:

- 1. War and similar risks**

Loss or damage from any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- 2. Radioactivity**

Loss or damage from any direct or indirect consequence of:

  - Irradiation, or contamination by nuclear material or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 3. Sonic bangs**

Damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
- 4. Agreements**

Any liability arising from an agreement which would not have existed in the absence of that agreement.
- 5. Pollution**

Loss including any loss of value, damage, injury or liability occasioned by, happening through or in consequence of the pollution or contamination of any land where such pollution or contamination occurred outside a **period of insurance** provided by this policy or was a deliberate act or was expected and not the result of a sudden unforeseen incident.
- 6. Electronic data**

Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
- 7. Wilful or malicious acts**

Any wilful or malicious act by a person lawfully at or in the **premises**.
- 8. Terrorism**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 9. Faulty workmanship, design or materials**

Loss or damage or legal liability directly or indirectly arising from faulty workmanship, faulty design or using faulty materials.



## General exclusions cont'd

- 10. Loss outside of the period of insurance** This insurance does not cover any loss or damage or liability arising from an event that happened before the start, or happens after the end, of the **period of insurance**.
- 11. Domestic pets** Loss or damage caused by domestic pets, insects or vermin.
- 12. Wear & tear** Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.
- 13. Motor vehicles** Loss or damage caused to any motor vehicles, touring caravans, trailers or watercraft and/or their accessories.
- 14. Previous claims incidents** Loss or damage or legal liability directly or indirectly arising from events occurring before the start of this policy.
- 15. Contagious Disease** Notwithstanding any other provision herein, this insurance does not cover; Any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:
- (a) Infectious or contagious disease;
  - (b) any fear or threat of (a) above; or
  - (c) any action taken to minimise or prevent the impact of (a) above.
- Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.
- 16. Claims arising under the influence of drugs** This policy does not provide cover for claims contributed to or caused by **you** being under the influence of drugs, solvents or alcohol, or the injection or ingestion of any substance except those prescribed by a registered medical doctor.
- 17. Suicide** This policy does not provide cover for claims contributed to or caused by suicide, attempted suicide or deliberate injury to **you** or putting yourself in unnecessary danger (unless trying to save human life).
- 18. Illegal acts** This policy does not provide cover for claims contributed to or caused by **you** engaging in any illegal or criminal act.

## General conditions

These apply to the whole policy:

### Policy terms

**Our** liability to make a payment under this policy is conditional upon:

- a) The truth of **your** statements and answers in the proposal to the best of **your** knowledge and belief;
- b) **You** and **your family / friends** observing the terms of this policy.

### Duty of care

**You** must take care to prevent loss or damage to **your premises** and ensure that **your premises** are maintained in a good state of repair. All security measures installed for the protection of the **buildings** must be regularly maintained. **You** must comply with all relevant Health and Safety legislation. All gas and electric appliances and installations at the **premises** must be regularly inspected by **you** or a reasonable person acting on **your** behalf and repaired, replaced, maintained or serviced a necessary to ensure good order. A record of such inspections/work undertaken should be kept to produce to **us** upon request.

If **you** do not comply with this condition **you** will not be covered, and **we** will not pay **your** claim.

### Fraud

If **you** or anyone acting for **you** makes a false or fraudulent claim, which includes but is not limited to;

- Making a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- Sending **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- Making a claim for any loss or damage **you** caused deliberately or
- Acting dishonestly or exaggerating a claim

**We;**

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by us to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above, **we** shall 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.

**We** will not return any of the premiums paid.

This Information may also be shared with the police and other insurers for fraud prevention purposes.

### Our rights

**We** will be entitled to:

- i. Enter any structure where loss or damage to property has happened and deal with the salvage but no property may be abandoned to **us**;
- ii. Take over and conduct in **your** name or the name of any member of **your family / friends** the defence or settlement of any claim;
- iii. Take legal action in **your** name or the name of any member of **your family / friends** for **our** own benefit against any other party in order to recover any payment **we** have made;
- iv. Have full discretion in the conduct of any proceedings and in the settlement of any claim.

## General conditions cont'd

### Limitation

**We** may at any time for a claim or series of claims for which **you** or **your family / friends** are entitled to indemnity against **your** legal liability pay:

- i. The **limit of indemnity** less any amount(s) already paid; or
- ii. Any lesser amount for which such claim(s) can be settled.

After the payment has been made **we** will have no further responsibility in connection with the claim(s) except for costs and expenses incurred before the date of payment.

### Other insurance

If there is any other insurance covering the same loss, damage or liability insured **we** will not pay more than **our** rateable share.

### Payment of premium by instalments

Where the **premium** for this policy is paid by monthly instalments each payment must be paid when due otherwise all benefit under this policy will be forfeited and the policy cancelled.

### The law applicable to this contract

This policy is governed by English law.

### Unoccupancy

If the **buildings** as specified in the **policy schedule** will be left unattended for fourteen (14) days or more, **you** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

**You** must notify **Lifesure** if the **buildings** as specified in the **policy schedule** are to become **unoccupied** for more than sixty (60) days in any single period.

### Chimneys

All chimneys to boilers and open fires are kept in a good state of repair and that they are professionally cleaned along the entire length at least once a year before winter use. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney;

All chimneys to solid fuel stoves or burners are kept in a good state of repair and that they are professionally cleaned along the entire length at least twice a year before and during winter use. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney;

All chimneys to solid fuel stoves or burners must be professionally lined and insulated.

## How to cancel your policy

### Cooling off period - fourteen (14) days

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **Lifesure** within fourteen (14) days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Lifesure** will then refund **your premium** in full.

### Cancelling outside of the cooling off period

If **you** wish to cancel **your** policy after fourteen (14) days **you** will be entitled to a pro-rata return of **premium** provided no claims have been made or are pending.

Where a claim has occurred or there has been an incident likely to result in a claim no refund of premium will be provided. If **you** pay for **your** policy by monthly instalments **you** must pay the remainder of **your** monthly instalments or pay the remainder of the annual premium in full.

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving fourteen (14) days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud;
- b) Non-payment of **premium**;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** or **Lifesure** ask.

### Important note

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

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** / **your** agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the **premium**.

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

## How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** can call, email or write to us;

If **your** complaint is about **your** policy please contact **Lifesure** who sold **you** the policy.

### **If your complaint is about a claim under Sections 1-3 please contact:**

Lifesure Claims Complaints, Davies Group Limited, Two Smithfield, Leonard Coates Way, Stoke-on-Trent, ST1 4FD

**Tel:** 0333 400 9033

**Email:** customer.care@davies-group.com

### **If your complaint is about a claim under Sections 4-6 please contact:**

Kennedys Claims Handling, 6 Queen Street, Leeds, LS1 2TW

**Tel:** 0845 207 7453

**Email:** bspoke@kennedyslaw.com

In all correspondence please state that **your** insurance is provided by Bspoke Underwriting Limited and quote scheme reference 06486F.

If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### **Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

**Tel:** 0800 023 4567

Get in touch on line: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority, Trading Standards Service or Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>.

This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

### **Financial Services Compensation Scheme (FSCS)**

If Watford Insurance Company Europe Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [fscs.org.uk](http://fscs.org.uk).

## Data protection notice

**We** are Bspoke Underwriting Limited, referred to as “**we/us/our**” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as “**you/your**” in this notice.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about you. **We** process **your** personal data in accordance with the relevant data protection legislation.

### Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

### What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that we can administer **your** insurance policy and fulfil **our** contract of insurance.

For specific types of insurance policies, for example when offering **you** a personal accident policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

**We** also process special categories of **your** personal data as it is in the substantial public interest and it is necessary: i) for administering **your** insurance policy; or ii) to prevent and detect an unlawful act (e.g. fraud).

### Bspoke Underwriting’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <https://bspokegroup.co.uk/wp-content/uploads/2023/07/Bspoke-Group-Privacy-Policy-JUL23-V2> or request a copy by emailing **us** at [dataprotection@bspokeunderwriting.co.uk](mailto:dataprotection@bspokeunderwriting.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Bspoke Underwriting Limited, Brookfield Court, Selby Rd, Leeds LS25 1NB.

### Watford Insurance Company Europe Limited information notice

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.watfordre.com/privacy-policy/>.

### Lifesure Privacy Policy

For details of Lifesure’s data privacy policy, please visit [lifesure.co.uk/privacy](https://lifesure.co.uk/privacy). Should **you** need to contact Lifesure’s data protection office, please email [dpo@ajg.com](mailto:dpo@ajg.com)

## Claims & Underwriting Exchange Register (CUE)

**We** may use **your** personal information to prevent crime. In order to prevent crime **we** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.







