Park Home Insurance

Policy wording

Welcome

Thank you for buying park home insurance with Lifesure. We're a broker with over 50 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.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 12, 46 and 50. 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.

Thanks again for choosing Lifesure.

Kind regards

Customer Service Team

Pen Underwriting Welcome

Thank **you** for choosing Lifesure Insurance to protect **your park home.**

We want to help you understand **your** Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us.**

This Policy Document, the statement of fact, any notice to policyholder issued to **you**, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents in a safe place.

That policy is not complete without a policy **schedule**. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Lifesure Insurance policy is split into several sections. Not all sections of this policy may apply to **you.** The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker. You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

Contents

Important Information about your Policy

The Insurers or Service Providers

Sections One, Two & Three of this **Park home** Insurance policy is underwritten by Hadron UK Insurance Company Ltd (Hadron).

Hadron UK Insurance Company Ltd, a company registered in England and Wales under registration number 00011615 and whose registered office is at One Fleet Place, London, England, EC4M 7WS. Hadron UK Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority under reference number 202146.

You can check this information and obtain further information about how the Financial Conduct Authority protects **you** by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for **you** on behalf of the insurers.

In providing insurance services, Pen will share your personal data with Hadron UK Insurance Company Limited. For information on how Hadron uses your personal data, please refer to Hadron's Privacy Notice at https://hadroninsurance.com/privacy-policy/.

Section Four - This policy is administered by Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Section Five - This insurance is provided by ARAG plc on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

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 Lifesure, please visit our website at lifesure.co.uk.

Lifesure is authorised and regulated by the Financial Conduct Authority. Details of Lifesure may be checked on the Financial Services Register at fca.org.uk/register noting the Firm number 311786.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** obligations. See https://www.fscs.org.uk/

Policy Format

Please get in touch by contacting **your** broker if **you** need **your** documents in large font, braille, or as audio.

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule** or amendments in any notice to policyholder issued to **you**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance.**

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us.** **You** must take care when answering any question **we** ask by ensuring that all the 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 **your** 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 **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we:**

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Things we need to tell you about

Data Privacy Notice

Pen Underwriting Limited are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at https://www.penunderwriting.co.uk/Privacy-Policy. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

Telephone calls and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection telephone calls may be recorded and/or monitored.

Definitions

Applicable to Sections One, Two & Three of this insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Bodily Injury Includes death or disease.

Broker Lifesure, the intermediary who arranged this insurance on **your** behalf.

Contents Household goods, within the **park home**, which are your property or which you are legally responsible for, with the limit for any one item being £2,500 unless otherwise stated in **your schedule**.

Contents includes:

- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **park home,**
- **Money** and **credit cards**, up to £250 in total,
- **Contents** in outbuildings and fixed storage chests up to £1,000, unless otherwise stated in **your schedule,**
- **Contents** in the open up to £500,
- **Valuables** and **personal belongings** within the **park home** up to a maximum of 20% of the **contents** sum insured, with the limit for any one item being £2,000, unless otherwise stated in **your schedule**,
- **Office equipment** up to £2,000,
- Domestic oil in fixed fuel tanks up to £1,000
- Bottled gas (including cylinders) up to £150,
- Pedal cycles up to £500 in total unless otherwise stated in **your schedule.**

Contents does not include:

- Motor vehicles (other than garden machinery & mobility scooters), caravans, aircraft, trains, boats, watercraft, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- **Money, credit cards, personal belongings** and **valuables** in outbuildings.
- Permanent fixtures and fittings
- Any property held or used for business purposes,
- Any property insured under any other insurance,

The **contents** sum insured shown in **your schedule** is automatically increased by 10% for gifts within the **park home** during the month in which you celebrate a religious festival, wedding day or birthday.

Endorsement A change in the terms and conditions of this insurance.

Excess The amount stated in the **schedule** and payable by **you** in the event of a claim.

Family Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. '**Family**' does not include lodgers or tenants.

Heave Upward and/or lateral movement of the site on which **your park home** stands caused by swelling of the ground.

Landslip	Downward movement of sloping ground.
Park Home	Residential **park home** pre-fabricated (entirely or in part) and manufactured in accordance with British Standard 3632, assembled and sited in accordance with manufacturer's instructions, OR Chalet/Lodge/Cabin of non-standard construction, designed and purpose built for use as a private residential dwelling (not a holiday home), including: • Permanent fixtures and fittings, • Domestic outbuildings, garages, sheds and fixed storage chests, • Skirting and floatation devices, • Steps, balconies, patios, paths, drives, fences and gates • Solar panels permanently attached to the structure which **you** own or for which **you** are legally responsible, limited to £2,000
Period of Insurance	The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.
Personal Belongings	**Personal belongings** are items that belong to **you** and are normally worn or carried on the person, with the limit for any one item being £2,000 unless otherwise stated in **your schedule**. **Personal belongings** includes: • Luggage, • Clothing, • Sports, musical, camping and photographic equipment, • Portable computer equipment up to £1,000 in total unless otherwise stated in **your schedule**, • Mobile phones up to £250 in total unless otherwise stated in **your schedule**, **Personal belongings** does not include: • Tools used or held for business, professional or trade purposes, • **Valuables**, • Contact or corneal lenses. • Hearing aids unless otherwise stated in **your schedule**, • Pedal cycles, • Any property insured under any other insurance.
Schedule	The **schedule** is part of this insurance and contains details of **you**, the premises, the sums insured, the **period of insurance** and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the **park home** within ten years of construction
Subsidence	Downward movement of the site on which **your park home** stands by a cause other than the weight of the **park home** themselves.

Definitions

Applicable to Sections One, Two & Three of this insurance (continued)

Unoccupied	Where the **park home** has not been occupied overnight by **you** or any member of **your family** or any other person with **your** permission.
Valuables	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to **you** or are **your** legal responsibility.
We/Us/Our	The insurers shown in **your schedule**.
You/Your/Insured	The person or persons named in the **schedule** and all members of **your family**

Our Service Commitment to You

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries	Claims Enquiries
Lifesure Insurance Clipper House Chester Road Sale Manchester M32 8AF Tel: 01480 402 460 Email: info@lifesure.co.uk	Pen Caravans Pen Claims Handling Department, Davies Group, PO BOX 1291, Preston, PR2 0QJ Tel: 0345 072 99 57 Email: newclaims.penunderwriting@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Pen Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
http://www.penunderwriting.co.uk/Pages/complaints.aspx

If **you** remain dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of **our** final response to **you**, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial–ombudsman.org.uk

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away to log **your** claim using one of the following methods:

New Claims
Pen Claims Handling Department PO BOX 1291 Preston PR2 0QJ Tel: 0345 072 99 57 Email: newclaims.penunderwriting@davies-group.com Online**:** www.penhouseholdclaims.co.uk

(Please note that claims are handled on our behalf by Davies Group Limited)

If **you** need to get in touch with **us** to talk about an existing claim, please contact **us** straight away by calling the claims helpline on:

Existing Claims
Pen Claims Handling Department PO BOX 1291 Preston PR2 0QJ Tel: 0345 072 99 57 Email: claims@davies-group.com

Claims Procedure (continued)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For **park home** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your park home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **contents** or if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

Applicable to Sections One, Two & Three of this insurance

These are the claims terms and conditions which **you** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** reasonably can and give us all information and help **we** need.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into your **park home** that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

Claims Terms and Conditions (continued)

How we deal with your claim (continued)

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

We will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

General Conditions

Applicable to Sections One, Two & Three of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid or **we** may declare **your** policy void.

Each **park home** included under this insurance is considered to be covered as if separately insured.

Take Care

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

i. **Your Park home** should be adequate for the cover **you** have selected and include an amount for additional costs such as debris removal, delivery charges, charges made by the site and re-siting costs.
ii. **Contents** should be insured for the full cost of replacement as new.
iii. Your sum insured for **personal belongings** must reflect the current market value.

Changes in Circumstances

Using the address on the front of **your schedule you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **You** change or sell **your park home;**
- **You** change where **your park home** is sited**;**
- **You** change **your** permanent address;
- **You** make any changes to the **park home** itself, including but not limited to bodywork, structural alterations or alterations to fixtures and fittings;
- **You** change the use of **your park home** or it becomes **your** main residence**;**
- **You** or **your family** have received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the **park home**
- **Your park home** will be **unoccupied** for more than 30 days

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

General Conditions (continued)

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if you (or anyone acting for you):

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance
-

Then one, several or all of the following remedies may apply:

- We shall not pay any claim from the date of the fraudulent act;
- We may cancel the policy from the date of the fraudulent act;
- We shall be entitled to recover from you the amount of any claim paid under the policy since the date of the fraudulent act;
- We shall not make any return premiums;
- We may inform the Police of the circumstances

General Exclusions

Applicable to Sections One, Two & Three of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

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

2. War Exclusion

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance;**
- Caused deliberately by **you** or any person lawfully in the **park home.**

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance,**

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

General Exclusions (continued)

Applicable to Sections One, Two & Three of this insurance (continued)

6. Cyber Exclusion

We will not pay for any loss, damage, liability, cost or expenses caused directly by:

a) the use of, or inability to use, any application, software or programme or any equipment they support;
b) the presence or impact of any computer virus or malicious code;
c) any hacking or cyber attack [meaning a deliberate or malicious attempt to access or damage computers]; or
d) any computer-related hoax or the threat of such hoax;
However, this exclusion only applies to any items that are directly impacted by the above, and we will pay for any resultant loss or damage to other insured property that would otherwise be covered by this insurance. The costs of fixing cyber issues or replacing or repairing the cyber operated piece of equipment remain excluded

7. Terrorism Exclusion

We will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part 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 or is claimed to be caused or occasioned in whole or in part for such purposes.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Solid Fuel & Portable Heaters

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from the ownership or use of a solid fuel burning stove/heater or any portable space heater within the **park home**

General Exclusions (continued)

Applicable to Sections One, Two & Three of this insurance (continued)

13. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

14. Defective Design or Construction Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

15. Solar Weather

We will not pay for any loss, damage or liability directly or indirectly caused by, contributed to by, resulting from or in connection with:

a) Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions;
b) Any fear or threat of a; or
c. Any action taken in controlling, preventing, suppressing, responding or in any way related to a or b above.

16. Communicable Disease

We will not pay for any loss, damage or liability directly or indirectly caused by, contributed to by, resulting from or in connection with:

a) Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome;
b) Any fear or threat of a; or
c) Any action taken in controlling, preventing, suppressing, responding or in any way related to a or b above.

Section One – Your Park home & Contents

<table>
<tr><th colspan="2">What is covered:</th><th>What is not covered:</th></tr>
<tr><td colspan="2">Loss or damage to your park home and its contents during the period of insurance caused by the following insured events:</td><td>Any cause already excluded within the General Exclusions.

The excess shown in your schedule</td></tr>
<tr><td>1.</td><td>Fire, smoke, lightning, explosion or earthquake.</td><td></td></tr>
<tr><td>2.</td><td>Aircraft and other flying devices or items dropped from them.</td><td></td></tr>
<tr><td>3.</td><td>Storm, flood or weight of snow.</td><td>Loss or damage caused by subsidence, heave or landslip other than as covered under number 9,
Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges,
Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
Loss or damage to any moveable contents in the open</td></tr>
<tr><td>4.</td><td>Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.</td><td>Loss or damage caused by subsidence, heave or landslip other than as covered under number 9,
Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers,
Loss or damage caused by failure of or lack of sealant and/or grout.
Loss or damage while your park home is unoccupied for longer than 7 days during the period 1st November until 31st March unless:
The water has been switched off at the mains and the entire water system has been drained down; or
Where the park home has the benefit of a gas or oil fired central heating system it is set to operate continuously for 24 hours of each day and the thermostat is set at not less than 10 degrees Celsius/50 degrees Fahrenheit</td></tr>
<tr><td>5.</td><td>Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</td><td></td></tr>
</table>

Section One – Your Park home & Contents (continued)

What is covered:	What is not covered:
Loss or damage to **your park home** and its **contents** during the **period of insurance** caused by the following insured events:	Any cause already excluded within the General Exclusions. The **excess** shown in **your schedule**
6. Theft or attempted theft.	• Loss or damage while **your park home** is **unoccupied** for more than 30 days, other than as a result of forcible or violent entry to or exit from the **park home** • Loss or damage while **your park home,** or any part of it, is lent or let other than as a result of forcible or violent entry to or exit from the **park home** • Loss of **money** other than as a result of forcible or violent entry to or exit from the **park home**
7. Collision or impact by any vehicle or animal.	• Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	
9. **Subsidence**, or **heave** of the site upon which the **park home** stands or **landslip**	• Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause, • Loss or damage to solid floors, unless the walls of the **park home** are damaged at the same time by the same cause, • Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or **settlement** of newly made up ground, shrinkage or expansion, • Loss or damage whilst the **park home** is undergoing any structural repairs, alterations or extensions.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
11. Falling trees, branches, telegraph poles or lamp-posts.	• Loss or damage caused by trees being cut down or cut back, • Loss or damage to gates, hedges and fences.

Section One – Your Park home & Contents (continued)

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The **excess** shown in **your schedule**
a. **Accidental damage** to the **park home** and its **contents**	• **Accidental damage** to contents outside the **park home** • While the **park home** is lived in by anyone other than **you** or a member of your **family** • Loss or damage which we specifically exclude elsewhere under Section One • The **park home** moving, settling, shrinking, collapsing or cracking, • Damage while the **park home** or its **contents** are being altered, repaired, professionally cleaned, maintained or extended, • The cost of general maintenance, • Damage from mechanical or electrical faults or breakdown, • Damage caused by dryness, dampness, extreme of temperature or exposure to light, • Damage caused by domestic pets, • Depreciation in value, • Loss or damage where the **park home** has been **unoccupied** for more than 30 days
b. **Accidental damage** to underground service pipes and cables serving the **park home** and for which **you** are responsible	• Loss or damage caused by frost
c. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the **park home** if the keys are lost or stolen anywhere in the world.	• More than £500 in any **period of insurance**
d. If **your park home** is damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in **your park home**, **we** will pay the cost of removing and replacing any other parts of **your park home** necessary to find and repair the source of the leak and making good.	• More than £5,000 in any **period of insurance**.
e. If the **park home** becomes uninhabitable following loss or damage covered by this insurance, **we** will pay **you** for one of the following which **we** have agreed to: a) Costs of similar alternative accommodation while the **park home** cannot be occupied for **you** and **your** domestic pets b) Ground rent or pitch fees which **you** are liable to pay while the **park home** cannot be occupied	• More than £50,000 in any **period of insurance**

Section One – Your Park home & Contents (continued)

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The **excess** shown in **your schedule**
f. Following loss or damage covered by this insurance, **we** will pay expenses **you** have to pay and which **we** have agreed in writing for: a) Architects, engineers, surveyors and other professional fees, b) Removal of debris, c) Re-siting and delivery d) Costs in order to comply with any Government or local authority requirements	• 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 • More than £15,000 for the costs of re-siting and delivery
g. The costs of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature	• More than £500 in any one **period of insurance**, • Loss or damage caused by any electricity or gas company deliberately cutting off or restoring **your** supply, • Loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action, • Loss or damage caused by **you** not complying with the operating instructions set out in the manufacturers hand book • Loss or damage where the **park home** has been **unoccupied** for more than 30 days
h. Loss or Damage to mobility scooters whilst in the **park home**	• More than £5,000 any one event, unless specified in **your schedule** • Theft or attempted theft, unless from a securely locked building or outbuilding and the ignition key removed • Any vehicles registered for use on the road.
i. The costs of replacing the title deeds to **your park home** if they are damaged following loss or damage covered by this insurance or whilst in **your** bank	• More than £1,000 in any **period of insurance**
j. Fatal injury to **you** happening at **your park home** caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.	• More than £10,000 for each insured person(s). • More than £50,000 in any **period of insurance**
k. Increased metered water charges **you** have to pay following an escape of water loss which gives rise to an admitted claim under event 4 of Section One	• More than £2,500 in any **period of insurance** • Loss or damage where the **park home** has been **unoccupied** for more than 30 days
l. The costs of re-instating the gardens to their original condition following damage following a loss covered under Section One	• More than £750 in any **period of insurance**
m. Damage to the **park home** caused by forced access to deal with medical emergency or to prevent damage to the **park home**	• More than £1,000 in any **period of insurance**
n. Costs incurred by **you** in respect of emergency travel to the **park home** to inspect damage which leads to a loss covered under Section One and to prevent any further loss or damage from the same event	• More than £500 in any **period of insurance**

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for your Park home

Following loss or damage covered by this insurance **we** will pay for the cost of repairing **your park home** or, if **your park home** is damaged beyond economical repair we will pay as follows:

New for Old

If **you** have selected New for Old cover in **your schedule we** will decide to repair, replace or cash settle. If **your park home** is damaged beyond economic repair **we** will pay the cost of replacing **your park home** with a brand new equivalent provided that:

a. The **park home** is no more than 15 years old at the start of the **period of insurance**
b. The sums insured represent the cost of a new **park home** of the same make and model

If the same make and model is not available **we** will replace **your park home** with a new **park home** of the same make and nearest equivalent model, specification and value or pay **you** the last manufacturer's list price for **your park home.**

If **we** agree to make a cash settlement, **we** will pay the lesser of:

- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

Market Value

If **you** have selected Market Value cover in **your schedule, we** will decide to pay the cost of repairing **your park home** or the provide a cash settlement based on the market value of **your park home** at the time and date of the loss. The market value will be the cost of replacing **your park home** with one of a similar age, make, model and condition based on the market prices at the time of the loss.

1. Where an **excess** applies, this will be taken off the amount of **your** claim

2. If **your park home** has not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your leisure** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your park home** and **we** will, where appropriate, take off an amount for wear and tear.

3. **We** will not pay the cost of replacing or repairing any undamaged parts of the **park home** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

4. All **park home** repairs carried out by **our** preferred suppliers and insured under the buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.

5. No allowance will be made for VAT when a cash settlement is made.

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for your Park home

Proportionate Remedy

If the cost of replacing or repairing **your leisure home** is more than your sum insured at the time of any loss or damage, then we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium you have paid for **your leisure home** is equal to 75% of what your premium would have been if **your leisure home** sum insured was enough to replace **your leisure home** at the selected basis of cover, then we will pay up to 75% of any claim made by you.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your park home**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected y**our** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for Your Contents

Following loss or damage to **your contents we** will pay as follows:

1. Where the damage can be economically repaired **we** will pay the cost of repair; or

2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality; or

3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value

4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

5. Unless otherwise stated in the **schedule, we** will not pay more than:
   a. £2,500 for any one item of **contents;**
   b. £2,000 in total for **office equipment**
   c. £250 for **money;**
   d. £1,000 in total for **contents** in **outbuildings** and fixed storage chests**;**
   e. £500 for domestic oil in fixed fuel tanks;
   f. £250 in total **for pedal cycles;**

6. **We** will not pay for the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function where the loss or damage is restricted to a clearly identifiable area or specific part.

Your sum insured

Your contents must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the **contents** of each premises shown in the **schedule**.

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you.**

Section One – Your Park home & Contents (continued)

How we Settle Your Claim for Your Contents (continued)

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

Section Two – Valuables and Personal Belongings (cover away form the Park Home)

This section only applies only if **your schedule** shows that **valuables** and **personal belongings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The **excess** shown in **your schedule**
Accidental loss, damage or theft of **your valuables** and **personal belongings** listed in the **schedule** occurring during the **period of insurance** when in the **United Kingdom** or when elsewhere in the world during a temporary visit not exceeding 60 days in any one **period of insurance**. **We** will pay up to the following limits, unless **you** have selected a higher limit and this is stated in **your schedule**: • £2,000 for any one item (including articles forming a pair or set), • £1,000 in total in respect of portable computer equipment, • £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant, • £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.	• Damage caused by moth, vermin or rot, • Damage from electrical or mechanical faults or breakdown, • Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon, • Damage to guns caused by rusting or bursting barrels • Breakage of any sports equipment whilst in use, • Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision, • Loss or damage caused by domestic pets, • Riot or civil commotion outside the **United Kingdom.** • Depreciation in value, • Loss or damage to mobile phones unless otherwise stated in the **schedule**, • Pedal cycles unless otherwise stated in the **schedule**.
Theft or accidental loss of **money** or fraudulent use of **your credit card(s).** Any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**. Provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the card issuing company and the Police. Where **you** have reported **your credit card(s),** cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances **you** will only be liable for the first £50 of the claim.	• Any shortages due to error or omission, • Loss of value, • More than £1,500 in total, any one event, • Loss where conditions under which **your credit card(s)** were issued to **you** have been breached.

Section Two – Valuables and Personal Belongings (continued)

Conditions that apply to Section Two – Values and Personal Belongings only

How we Settle Your Claim for Your Valuables and Personal Belongings

We will repair, replace or pay for any article covered under Section Three **valuables** and **personal belongings**.

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 or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes
- Camping equipment,
- Household linen,

where **we** will take off an amount for wear and tear.

We will not pay the cost of replacing or repairing any undamaged parts of items which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

We can settle your **claim** by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

Your sum insured

The most **we** will pay under Section Three - **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Three - **valuables** and **personal belongings** is £2,000 unless otherwise stated in the **schedule**.

Proportionate remedy

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you.**

Section Three – Liability to the Public

Part A

We will pay for your legal liability

1. As owner or occupier of the **park home** for any amounts **you** become legally liable for as damages for:

   - **Bodily injury**
   - Damage to property

   Caused by an accident happening at the **park home** during the **period of insurance**.

2. As a private individual for any amounts you become legally liable to pay as damages for:

   - **Bodily injury**
   - Damage to property

Caused by an accident happening anywhere in the world during the **period of insurance**.

3. In relation to accidental **bodily injury** to **domestic employees** happening during the **period of insurance** in connection with incidents arising at the **park home**.

The most we will pay in respect of all claims arising from one accident or series of accidents arising from one event is £5,000,000, plus the costs and expenses **we** have agreed in writing

We will not pay for your legal liability

Any cause already excluded within the General Exclusions.

a. For **bodily injury** to or damage to property owned by or in the charge or control of:
   i. **You** or **your family;**
   ii. Any person who at the time of sustaining injury is engaged in **your** service
b. For **bodily injury** arising directly or indirectly from any communicable disease or condition
c. Arising out of any criminal or violent act to another person or property
d. Arising directly or indirectly out of any profession, occupation, business or employment
e. Which **you** have assumed under contract and which would not otherwise have attached
f. Arising out of **your** ownership, possession or use of:
   i. any motorised or horsedrawn vehicle other than:
      - domestic gardening equipment used within the premises and
      - pedestrian controlled gardening equipment used elsewhere
   ii. any power-operated lift other than stairlifts
   iii. any aircraft (including but not limited to model aircraft, drones, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes,
   iv. firearms (except shotguns used for sporting purposes),
   v. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation
g. arising out of **your** ownership, occupation, possession or use of any land or building that is not within the premises
h. if **you** are entitled to indemnity under any other insurance, until such insurance(s) is exhausted
i. Arising while **your park home** is attached to a mechanically propelled vehicle
j. Arising as a result of **your park home,** or any part of it, becoming detached from any towing vehicle
k. **your** legal liability in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**
l. The direct or indirect consequences of assault or alleged assault
m. Any deliberate, wilful or malicious act

Section Three – Liability to the Public (continued)

Part B

We will pay for your legal liability	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
For any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you** The most we will pay in respect of all claims arising from one accident or series of accidents arising from one event is £2,000,000, plus the costs and expenses **we** have agreed in writing	a. Liability arising from an incident which happened over 7 years after this insurance ends or **your home** was sold, whichever is the sooner b. Liability arising from any cause which **you** are entitled to under another source c. The cost of correcting any fault or alleged fault d. Liability arising from any **home** previously owned and occupied by **you** in which **you** still hold legal title or have an interest e. Anything owned by or the legal responsibility of **your family** f. Injury, death, disease or illness to any of **your family** (other than **your domestic employee(s)** who normally live with **you**) g. Liability arising from any employment, trade, profession or business of any of **your family** h. Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section Four – Park Home Legal Expenses

Terms of Cover

Park Home Legal Expenses provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This is managed and provided by Arc Legal Assistance Limited The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act.

If a claim is accepted, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings, or a **Conflict of Interest** arises, and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

Your Park Home Legal Expenses covers **Costs** set out under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits**

and

b) The **Legal Action** takes place within the **Territorial Limits.**

This insurance does not provide cover where something **You** do, or fail to do, negatively impacts **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Important Conditions

If **Your** claim is covered under this insurance and no exclusions apply then it is vital that **You** comply with the conditions of this insurance in order for **Your** claim to proceed. The conditions applicable to this insurance are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are:

1. Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

2. Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute, then **We** may decline or discontinue support for **Your** case.

3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full. insurance.

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

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

4. Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

Section Four – Policy Definitions

Where **We** explain what a word means, that word will be highlighted in **bold print** and will have the same meaning wherever it is used in the policy.

Adviser
Our specialist panel solicitors or accountants (or their agents) appointed by **Us** to act for **You**, or (subject to **Our** agreement) where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs
Legal or accountancy fees and disbursements incurred by the **Adviser**.

Adverse Costs
Third party legal costs awarded against **You** which will be paid on the **Standard Basis of Assessment** provided that these costs arise after written acceptance of a claim.

Conditional Fee Agreement
An agreement between **You** and the **Adviser** (or between **Us** and the **Adviser**) which sets out the terms under which the **Adviser** will charge **You** (or **Us**) for their fees.

Conflict of Interest
Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment
A contract of service, whether express or implied, and (if it is express) whether spoken or in writing.

Costs
Standard Advisers' Costs and **Adverse Costs**.

Data Controller
The party which determines the purpose for, and the manner in which, personal data are, or are to be, processed.

Data Protection Legislation
The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event.**

Employee
An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

Excess
The amount that **You** must pay towards the cost of any claim is stated below:
All Sections: £Nil

The **Excess** will be paid to, and at the request of the **Adviser**.

HM Revenue and Customs Full Enquiry
An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **Your** PAYE income or gains.

Identity Fraud
A person, or group of persons, knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit, or assist another to commit, an illegal act.

Insured Event
The incident (or the start of a transaction, or series of incidents), which may lead to a claim (or claims) being made under the terms of this insurance.

Insured Property
The property insured under the underlying Park Home policy to which this insurance attaches.

Insurer
AmTrust Specialty Limited

Section Four – Policy Definitions (continued)

Legal Action(s)

a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;

b) The defence of criminal prosecutions to do with **Your** employment.

Legal Helpline
The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which might give rise to a claim under this insurance.

Maximum Amount Payable
We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an **Insured Event** as stated below:

All Sections: £50,000

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of Insurance
This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Standard Advisers' Costs
The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **Maximum Amount Payable** and may, at **Our** discretion, vary from time to time.

Standard Basis of Assessment
The basis of assessment of costs of litigation where the court will only allow costs which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not costs were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.

Territorial Limits
The United Kingdom, the Channel Islands and the Isle of Man and the European Union.

We/Us/Our
Arc Legal Assistance Limited.

You/Your/Yourself
Any person who has paid the premium, or on whose behalf the premium has been paid, and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members' resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

Section Four – Cover

Consumer Pursuit

What is covered

Costs to pursue a **Legal Action,** arising from an **Insured Event**, following a breach of a contract **You** have entered into for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from, or before, the date on which the agreement was made.

What is not covered

Claims:

- If the amount in dispute is less than £250, not including VAT.
- For, or related to, professional negligence.
- Involving a vehicle owned by **You** or for which **You** are legally responsible for.
- Arising from a dispute with any government, public or local authority.
- Arising from the purchase or sale of **Your** main home.
- Relating to a lease tenancy or licence to use property or land.
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You.**
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT.

Consumer Defence

What is covered

Costs to defend a **Legal Action**, arising from an **Insured Event**, brought against **You** following a breach of a contract **You** have entered into for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not covered

Claims:

- If the amount in dispute is less than £250, not including VAT.
- Involving a vehicle owned by **You** or which **You** are legally responsible for.
- Arising from a dispute with any government, public or local authority.
- Arising from the sale or purchase of **Your** main home.
- Relating to a lease tenancy or licence to use property or land.

Personal Injury

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, following an accident, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages being claimed are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered

Claims:

- Arising from medical or clinical treatment, advice, assistance or care.
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.
- For illness, personal injury or death caused gradually and not caused by a specific sudden event.
- Involving a vehicle owned or driven by **You.**

Section Four – Cover (continued)

Clinical Negligence

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, for damages following clinical negligence, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You**, or **Your** estate, are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages **You**, or **Your** estate, are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered

- Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

Employment Disputes

What is covered

Standard Advisers' Costs to pursue a **Legal Action**, arising from an **Insured Event**, brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer (or ex-employer) for breach as an **Employee** of **Your**:

- **Contract of Employment**; or
- Legal rights under employment laws.

What is not covered

Claims:

- Where the breach occurred within the first 30 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 30 days leading up to when the breach first occurred.
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
- For **Standard Advisers' Costs** of any disciplinary, investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement.
- Where the breach is alleged to have commenced or to have continued after termination of **Your** employment.
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- For any hearing fees and issue fees which **You** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).

Section Four – Cover (continued)

Property Infringement

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

What is not covered
Claims:

- Where the nuisance or trespass started within the first 30 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 30 days leading up to when the nuisance or trespass first started.
- In respect of works undertaken, to be undertaken by or under the order of any government or public or local authority.
- For adverse possession.
- In respect of a contract **You** have entered into.
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- Directly or indirectly arising from:
  - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building).
  - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground).
  - land slip (meaning downward movement of sloping ground).
  - mining or quarrying.

Property Damage

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

What is not covered

Claims:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- In respect of a contract **You** have entered into.
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- Directly or indirectly arising from:
  - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building).
  - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground).
  - land slip (meaning downward movement of sloping ground).
  - mining or quarrying.

Section Four – Cover (continued)

Property Sale and Purchase

What is covered

Costs, arising from an **Insured Event**, to pursue or defend a **Legal Action** in respect of a breach of a contract for the sale or purchase of **Your** main home.

What is not covered

Claims:

- Where **You** have purchased this insurance after the date **You** completed the sale or purchase of Your main home.
- For and/or in any way related to professional negligence.
- Directly or indirectly arising from planning law.
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- If the amount in dispute is less than £250, not including VAT.

Tax

What is covered

Standard Advisers' Costs, arising from an **Insured Event**, incurred by an accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position, provided that the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted, either verbally or in writing, by the relevant department of HM Revenue & Customs advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or giving notice of intention to investigate.

This cover applies only if **You** have:

a) Maintained proper, complete, truthful and up to date records and
b) Made all returns at the due time without having to pay any penalty and
c) Provided all information that HM Revenue and Customs reasonably requires.

What is not covered

Claims:

- Where
  - deliberate misstatements or omissions have been made, to the authorities or;
  - income has been under-declared because of false representations or statements by **You** or;
  - **You** are subject to an allegation of fraud.
- For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs.

Data Protection

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event,** against a person or organisation for breach of **Data Protection Legislation** which has resulted in **You** suffering a financial loss.

School Admission Disputes

What is covered

Standard Advisers' Costs, arising from an **Insured Event**, to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **Your** child, or children, being refused entry at the state school of **Your** choice.

What is not covered

Claims:

- Arising where examinations or other selection criteria are part of the acceptance process.
- Where the process for appealing against the decision to refuse a place at the school has not been adhered to.
- Where the child has been suspended, expelled or permanently excluded from another school.

Probate

What is covered

Costs to pursue legal proceedings, arising from an **Insured Event**, within the **Territorial Limits** by **You** in respect of a probate dispute involving the will of **Your** deceased parents or grandparents, children, step-children or adopted children where **You** are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

What is not covered

Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

Personal Identity Fraud

What is covered

Costs to pursue actions within the **Territorial Limits** relating to a single act, or the start of a series of single acts, against **You** by one person or group of people:

- To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered into the contract and allege that **You** have been the victim of **Identity Fraud.**

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud.**

- In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud.**

What is not covered

Claims:

- Where **You** have not been the victim of **Identity Fraud.**
- Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event.**
- Where the **Identity Fraud** has been carried out by somebody who is living or has lived with **You.**
- For **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

Section Four – Cover (continued)

Legal Defence

What is covered

- **Costs** in a **Legal Action**, arising from an **Insured Event**, to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:
  - prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
  - in a prosecution brought against **You** in a court of criminal jurisdiction.
  - in a civil action brought against **You** as a **Data Controller** for compensation under **Data Protection Legislation.**
  - in civil proceedings brought against **You** under legislation for unlawful discrimination.
- **Costs** in a **Legal Action**, arising from an **Insured Event**, to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought.

What is not covered

Claims:

- For alleged road traffic offences where **You** did not hold, or were disqualified from holding, a licence to drive or are being prosecuted for being under control of a vehicle whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which cannot lead to penalty points on **Your** licence.
- Following an allegation of violence or dishonesty.
- For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order.

Tenancy Dispute

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**:

- Following **Your** unlawful eviction from a property occupied by **You** under an Assured Shorthold Tenancy. Cover under this section applies to **Your** permanent place of residence only.
- Against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in or, if not rectified, is likely to result in the property being unfit for habitation.

We will provide this cover as long as the eviction happens within the **Period of Insurance** and within the **Territorial Limits.**

What is not covered

Claims:

- Where the dispute occurs within the first 90 days after **You** first purchased this insurance unless **You** held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the dispute first occurred.
- To do with the non-payment of rent.
- To defend any legal proceedings against **You.**
- For a dispute with any local authority, public authority or government department.

Section Four – Cover (continued)

Jury Service and Court Attendance

What is covered

Loss of earnings if **You** are absent from work to attend court:

a) For a tribunal, arbitration or regulatory proceedings at the request of the adviser.
b) On jury service.

You will need to show us evidence of **Your** loss of earnings.

What is not covered

a) Any sum that **You** can recover from the court, tribunal or **Your** employer.

Social Media Defamation

What is covered

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not covered

Claims where **You** are not aged 18 years or over.

Pitch Disputes

What is covered

Advisers' Costs to pursue a **Legal Action** in respect of a dispute with the owner of the park on which the **Insured Property** is situated. The dispute must have commenced at least 90 days after **You** first purchased this insurance, or purchased similar cover which expired immediately before this insurance began.

What is not covered

Claims:

a) In respect of a contract **You** have entered into;
b) Any building or land other than the **Insured Property**;
c) A motor vehicle;
d) The compulsory purchase of, or restrictions or controls placed on the **Insured Property** by any government, local or public authority;
e) Defending a dispute other than defending a counter claim;
f) For adverse possession;
g) Directly or indirectly arising from planning law;
h) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use;
i) Directly or indirectly arising from:
   i. Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building;
   ii. Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground;
   iii. Land slip meaning downward movement of sloping ground;
   iv. Mining or quarrying.

Section Four – General Exclusions

1. There is no cover where:-

a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
d) **Your** insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for:-

a) Claims over loss or damage where that loss or damage is insured under any other insurance.
b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us.**
c) Any claim **You** make which is false or fraudulent or exaggerated.
d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
e) **Costs** if **Your** claim is part of a group action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from:-

a) A dispute between **You** and someone **You** live with or have lived with.
b) **Your** business trade or profession other than as an **Employee**.
c) An application for a judicial review.
d) Defending or pursuing new areas of law or test cases.

4. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

6. Contracts (Rights of Third Parties) Act 1999

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

Section Four – General Conditions

1. Claims Conditions

a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.

b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** may reach a settlement of the legal proceedings.

c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You, You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs.** The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.

d) The **Adviser** will:-

  i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  iii) Keep **Us** advised of **Advisers' Costs** incurred.
  iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  vi) Attempt recovery of costs from third parties.

e) In the event of a dispute arising as to **Advisers' Costs We** might require **You** to change **Adviser**.

f) The **Insurer** will only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

g) **You** will supply all information requested by the **Adviser** and **Us**.

h) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.

i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

  a) Being able to recover the amount of money at stake.
  b) Being able to enforce a judgement.
  c) Being able to achieve an outcome which best serves **Your** interests.

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Section Four – Conditions (continued)

5. Fraud

In the event of fraud, the **Insurer**:

a) Will not be liable to pay the fraudulent claim.
b) May recover any sums paid to **You** in respect of the fraudulent claim.
c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us.**
d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this insurance is also covered by another legal expenses policy, or would have been covered if this policy did not exist, the **Insurer** will only pay its share of the claim even if the other insurer refuses the claim.

7. Cancellation

Your right to cancel:

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim.

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

a) Where **We** have a reasonable suspicion of fraud.
b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.
c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Section Four – Customer service information

How To Make A Claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You.** If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting https://claims.arclegal.co.uk. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to notify **Us** of any potential claim or circumstances which may give rise to a claim as soon as possible. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline.** Please note that any avoidable delay in notifying any claim may result in a claim being declined.

Legal Helpline
You can use the helpline service 24 hours a day, seven days a week to discuss any legal problem which happens in the United Kingdom, the Channel Islands and the Isle of Man and during the **Period of Insurance**.

Simply telephone **0344 770 1040** and quote **AJ Gallagher.**

Telephone calls may be recorded and/or monitored for both **Your** and **Our** protection.

Legal Assistance Portal
As an addition to **Your** Legal Expenses cover, **You** can use **Our** online Legal Assistance Portal. This will provide **You** with:

- Online legal document templates that can help **You** with legal problems **You** have under **Your** cover such as that can provide **You** with a wide range of legal documents including those that can help **You** with legal problems **You** have under **Your** cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to **Our** 'Advice Tree' - **Our** legal encyclopaedia offering guidance pages on areas of law under **Your** cover such as employment disputes or injury claims.
- Legal Assistance Helpline Booking Service so that **You** can arrange for one of **Our** legal advisers to call **You.**
- Access to **Our** Online Claim System if **You** have spoken to a legal adviser and need to start a claim under **Your** cover.
- Access to Online Chat if **You** need to speak to one of **Our** First Response agents for help or advice using any of **Our** services.

You can find this service by visiting legalassistportal.arclegal.co.uk

Section Four – Customer service information

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection
We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information
We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:
• to run through **Our** computerised system to decide if **We** can offer You this insurance.
• to help **You** if **You** have any queries or want to make a claim.
• to provide **You** with information, products or services if **You** ask **Us** to.
• for research or statistics.

We will need it:
• to provide this insurance.
• to contact **You** to ask if **You** want to renew it.
• to protect both **You** and **Us** against fraud and money laundering.
• to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask us to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Section Four – Customer service information

How to Make a Complaint

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-
Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation
We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Section Five – Park home Emergency Solutions

This home emergency insurance is different to park home buildings and contents insurance. It is designed to complement **Your** park home insurance, providing benefits and services which are not normally available under household insurance.

This insurance is a contract between **You** and the **Insurer**. Subject to the terms, conditions and exclusions of this insurance.

Following an insured event which results in a **Park Home Emergency** the **Insurer** will pay **Emergency Costs** provided that all of the following requirements are met.

You have paid the insurance premium.

a) The claim is reported to **Us**
   i. during the **Period of Insurance** and
   ii. as soon as possible after **You** first become aware of a **Park Home Emergency.**

b) **You** always agree to use the contractor chosen by **Us**.

This part of the policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

Insured event 1. Main heating system	The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **Central Heating Boiler**, all radiators, hot water pipes and water storage tanks) in **Your Park Home**.
Insured event 2. Plumbing & drainage	The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **Your Park Home**, which results in a **Park Home Emergency**.
Insured event 3. Park home security	Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **Your Park Home**.
Insured event 4. Toilet unit	Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in **Your Park Home**.
Insured event 5. Domestic power supply	The failure, whether or not caused accidentally, of **Your Park Home's** domestic electricity or gas supply.
Insured event 6. Lost keys	The loss or theft of the only available keys, if **You** cannot replace them to gain access to **Your Park Home**.
Insured event 7. Vermin infestation	Vermin causing damage inside the **Park Home** or a health risk to **You** or anyone staying in the **Park Home** as a paying guest.
Insured event 8. Alternative accommodation costs	**Your** overnight accommodation costs including transport to such accommodation following a **Park Home Emergency** which makes the **Park Home** unsafe, insecure or uncomfortable to stay in overnight. Cover is extended to anyone staying in the **Park Home** with **Your** permission provided that **You** do not have suitable vacant accommodation available for them to stay in.
Insured event 9. Roof damage	Damage to the roof of **Your Park Home** where internal damage has been or is likely to be caused.

Section Five – How to make a claim

We record and monitor calls for training purposes, to improve the quality of our service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

In the event of a **Park Home Emergency** please telephone **0330 303 1382** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **Us** with **Your** name, address, postcode, and the nature of the problem.

We will record **Your** details and then decide on the best course of action to limit **Your** loss and/or repair the damage. If the incident relates to an emergency covered under this part of the policy, **We** will instruct a member of our emergency contractor network in respect of that claim only. **We** shall have no liability for any other work carried out by the **Contractor**. Poor weather conditions or remote locations may affect normal standards of service.

If **You** are claiming for alternative accommodation costs **You** must obtain **Our** authority to incur costs before booking somewhere for occupants of **Your Park Home** to stay. **You** will have to pay for the accommodation when occupants check out and send **Your** receipt to **Us** to be reimbursed.

It is important **You** notify **Us** as soon as possible of any claim, and do not call out **Your** own contractors as **We** will not pay their costs and it could stop **Your** claim being covered.

You must report any major emergency which could result in serious damage to the property or injury, to the Emergency Services or the company that supplies the service.

Your call will be answered as soon as possible.

Section Five – General exclusions

This insurance does not cover any claim arising from or relating to

1. **Emergency Costs** which have been incurred before **We** accept a claim.
2. An Insured event which happens within the first 48 hours of cover if **You** purchase this policy at a different date from any other related insurance policy.
3. **Emergency Costs** where there is no one at the **Park Home** when the **Contractor** arrives.
4. Any matter occurring prior to, or existing at the start of the policy, and which **You** believed or ought reasonably to have believed could give rise to a claim under this part of the policy.
5. Any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions.
6. Oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr.
7. The cost of making permanent repairs including any redecoration or making good the fabric of **Your Park Home**.
   a) Once the emergency situation has been resolved.
   b) Arising from damage caused:
      i. in the course of the repair or
      ii. in the course of investigation of the cause of the Insured event or
      iii. in gaining access to **Your Park Home.**
8. The interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
9. The replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap).
10. **Your** garage (except a **Central Heating Boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cesspit, fuel tank or septic tank.
11. **Your Park Home** being left unoccupied for more than 60 days consecutively immediately prior to the occurrence of an Insured event.
12. For caravans, any claim made when the caravan site is closed.
13. Goods or materials covered by a manufacturer's, supplier's or installer's warranty.
14. The failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
15. A claim covered by another policy, or any claim that would have been covered by any other policy if this part of the policy did not exist.
16. Subsidence, landslip or heave.
17. Loss of power due to full or jammed energy supply meters.
18. Blockage of supply or waste pipes to **Your Park Home** due to freezing weather conditions.
19.
   a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
   b) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
   c) War, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
   d) Pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.
   e) Any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this part of the policy, burden of proving the contrary shall be upon **You.**
   f) A dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Section Five – General conditions

Failure to keep to any of these conditions may lead the **Insurer** to cancel **Your** policy or refuse to pay a claim.

1. Your responsibilities

You must:

a) Observe and keep to the terms of the policy.

b) Not do anything that hinders **Us** or the **Contractor**.

c) Tell **Us** as soon as possible after first becoming aware of any **Park Home Emergency.**

d) Tell **Us** as soon as possible of anything that may materially alter **Our** assessment of the claim.

e) Co-operate fully with the **Contractor** and **Us.**

f) Provide **Us** with everything **We** need to help **Us** handle the claim.

g) Take reasonable steps to recover **Emergency Costs** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**

h) Minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim.

i) Allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation.

2. Our consent

We must give **You** our consent to incur **Emergency Costs**. The **Insurer** does not accept liability for **Emergency Costs** incurred without **Our** consent.

3. Settlement

You must not settle the **Contractor's** invoice or agree to pay **Emergency Costs** that **You** wish to claim for under this part of the policy without **Our** agreement.

Call-out and labour costs
When settling **Contractor's** call out charge and labour costs, unless stated otherwise on the **Contractor's** invoice **We** will determine that the call-out charge covers the cost of the **Contractor** attending your **Park Home** and disallows any time spent diagnosing the fault which has caused the insured event. Any inspection time that is required to trace, access or identify the cause of the insured event will be settled on the basis that the time is charged as labour costs.

4. Disputes

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

5. Fraudulent claims

If **You** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.

6. Contracts (Rights of Third Parties) Act 1999

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

7. Jurisdiction

This part of the policy will be governed by English Law.

Section Five – Making sense of your policy: definitions

Certain words and terms contained in this part of the policy have been defined as they have the same meaning wherever they appear.

Central Heating Boiler
A boiler located in your **Park Home** (or connecting garage).

Contractor
The **Contractor** or tradesperson chosen by **Us** to respond to **Your Park Home Emergency**.

Emergency Costs

a) **Contractor's** reasonable and properly charged labour costs and parts and materials.
b) Where necessary, alternative accommodation costs incurred under Insured event 8).

The maximum payable by the **Insurer** is £500 for all claims related by time or original cause.

Insurer
ARAG Legal Expenses Insurance Company Limited.

Park Home Emergency
A sudden unexpected event which clearly requires immediate action in order to:

a) Prevent damage or avoid further damage to the **Park Home**, and/or
b) Render the **Park Home** safe or secure, and/or
c) Restore the main services to the **Park Home**, and/or
d) Alleviate any health risk to **You** or anyone staying in the **Park Home** with **Your** permission.

Park Home
Your park home, holiday home or caravan situated within the United Kingdom, Channel Islands and the Isle of Man.

Period of Insurance
The period shown in **Your** main insurance policy taken out at the same time as this policy.

Vermin
Brown or black rats, house or field mice, and wasps' or hornets' nests.

We/Us/Our
ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

You/Your
The person to whom this policy has been issued.

Section Five – How to make a complaint

If a complaint arises, please call the number **You** rang to report **Your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **Your** satisfaction, details of **Your** complaint will be passed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. ARAG will also contact you to let **You** know that they are reviewing **Your** complaint.

Alternatively, **You** can contact ARAG's Customer Relations Department directly, they can be reached in the following ways:

Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

If ARAG are unable to resolve the complaint to **Your** satisfaction then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Tel: 0800 023 4567 or 0300 1239 123

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

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation of up to 90% of the cost of **Your** claim in the unlikely event that the **Insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Section Five – Data protection and privacy statement

This is a summary of how **We** collect, use, share and store personal information. To view our full privacy statement, please see **Our** website https://www.arag.co.uk/data-legal/privacy-notice/

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

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

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

Your rights
Any person insured by this policy has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data please refer to **Our** full privacy statement.

Cancelling this Policy (Sections One, Two & Three)

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

- the day you receive the policy or renewal documentation, or
- the start of the period of insurance, whichever is the later.

If **you** wish to cancel and **your** cover hasn't started **we** will refund your premium in full.

If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

If **you** cancel after the start of the **period of insurance** a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

Your Right to Cancel this Policy

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your broker.**

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right to Cancel this Policy

We can cancel **your** policy by giving **you** 14 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

Cancelling this Policy (Sections Four)

Cooling Off Period - Fourteen (14) days

In respect of section Four (**Park Home Legal Expenses) you** will be returned the associated full premium paid for this section of cover if **you** cancel this policy before it starts, or if **you** cancel within the Cooling Off Period, on the condition that no claims have been made or are pending.

Cancelling outside of the Cooling Off Period

In respect of section Four (**Park Home Legal Expenses**) if **you** cancel this policy at any time after the Cooling Off Period **you** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **you** have not made, and do not intend to make, a claim.

Cancelling this Policy (Sections Five)

Cooling Off Period - Fourteen (14) days

In respect of section Five (**Park Home Emergency Solutions**) **you** will be returned the associated full premium paid for this section of cover if **you** cancel this policy before it starts, or if **you** cancel within the Cooling Off Period, on the condition that no claims have been made or are pending.

Cancelling outside of the Cooling Off Period

In respect of section Five (**Park Home Emergency Solutions**) if **you** cancel this policy at any time after the Cooling Off Period **you** will not be entitled to a return of premium for the associated premium paid for this section of cover.

Image credit: clubfoto

PPH_1025v1

Lifesure is a trading name of Arthur J Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number SC108909.