

Park home insurance

Policy wording



Welcome

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

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

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

If there are any changes to your circumstances, please let us know as soon as possible. Your cover could be affected if you need to make a claim for something that we weren't aware of. You can see a list of the kind of things we need to hear about on page 6-7.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on pages 19-21, 32 and 46. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

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

Thanks again for choosing Lifesure.

Kind regards

Paul Reid
Managing Director, Lifesure

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About your policy

Introduction

You have applied to **us** for insurance and **your** policy sets out the details of the insurance which **you** have requested.

In return for payment of the **premium**, **we** agree to insure **you**, in accordance with the terms and conditions contained in this policy or as may be amended by **endorsement**.

Wherever any word or words within this policy appear in **bold** they will have the meanings shown on pages 26 to 28 'Making sense of your policy'. Please note the alternative definitions applicable to Part 4 (Family Legal Expenses) and Part 5 (Home Emergency Insurance) on pages 40 to 41 and 51 respectively.

This **document of park home insurance**, the **schedule**, and any **endorsement(s)** form **your** policy. These should be kept in a safe place.

Please read the whole policy carefully. It is arranged in different sections and parts. The insurance relates only to those sections and parts of this policy which are shown in the **schedule** as being included.

It is important that:

- **You** check that the parts **you** have requested are noted as included in the **schedule** and that the **sum insured**/limit for each is adequate;
- **You** check that the information **you** have given **us** is accurate and complete (see the 'Information **You** Have Given Us' section on page 6);
- **You** comply with **your** duties under each parts and under the policy as a whole;
- If **you** are uncertain regarding **your** responsibilities and how they relate to this policy, **you** should contact **Lifesure Group Limited**.

Telephone helpline

You can obtain legal advice 24 hours a day and 7 days a week or tax advice from 09:00 to 17:00 Monday to Friday by calling **our** helpline. Advice is provided by qualified consultants and is confidential and impartial.

The telephone number to access the advice services is:

01455 852 100 for Legal Advice
01455 852 031 for Tax Advice

Please note that **you** will need to quote **your** policy number when using the helpline. Note that conversations may be recorded in the interests of quality of advice and training.

About your insurer

Lifesure Group Limited / Lifesure

Lifesure Group Limited 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**.

Authorised Signature



Paul Reid
Managing Director
Lifesure Group Limited

Underwriters & Lifesure Group Limited agreement

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Financial Services Register number 202312. This can be checked on the Financial Services Register by visiting the FCA's website at fca.org.uk/register.

Lifesure Group Limited is authorised and regulated by the Financial Conduct Authority. Details of **Lifesure Group Limited** may be checked on the Financial Services Register at fca.org.uk/register noting the Firm number 305038.

- In respect of Part 1 (**Park Home Buildings**), Part 2 (**Park Home Contents**) and Part 3 (**Personal Possessions**).

The agreement between **Lifesure Group Limited** and AXA Insurance UK plc allows **Lifesure Group Limited** to issue this policy on behalf of AXA Insurance UK plc.

- In respect of Part 4 (**Family Legal Expenses**):

This insurance policy has been arranged by Soter Professional Services Ltd, Vantage Protect Ltd and is administered by ARAG plc who is a coverholder of the **insurer**, ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG Allgemeine Versicherungs- AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744.

- In respect of Part 5 (**Home Emergency Insurance**):

The agreement between **Lifesure Group Limited** and Soter Professional Services Ltd (who are authorised by their underwriters to enter into such agreement) allows **Lifesure Group Limited** to sign and issue this policy.

Information you have given us

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 questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any **claim**. **We** may:

- treat this policy as if it had never existed and refuse to pay all **claims** or return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a **claim** has been adversely impacted by **your** carelessness;
- charge **you** more for **your** policy or 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 the Cancellation clause on page 53.

We or **Lifesure Group Limited** 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; or
- require **you** to pay more for **your** insurance.

Lifesure Group Limited will issue a **statement of facts** document to **you** confirming the answers that **you** have provided to the questions **we** have asked.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **Lifesure Group Limited** as soon as reasonably practicable.

Changes to your information

Changes you must advise at renewal of this insurance

At renewal **you** must let **Lifesure Group Limited** know if any of the information **you** have provided has changed including convictions or endorsements or physical or mental impairments applicable to **you** and/or anyone insured under **your** policy. The information **you** have provided is recorded in a **statement of facts** document, a copy of which is issued to **you** with **your** policy.

Changes you must advise during the period of insurance

You must tell **Lifesure Group Limited** about the following before any such change occurs as **your** insurance will not be amended retrospectively:

- **you** are going to move out of **your park home** permanently;
- someone other than **you** is going to live in **your park home**;
- **your park home** is going to be **unoccupied** for more than 60 (sixty) days in a row;
- **your park home** will be used for business purposes;
- work is to be done on **your park home** which is not routine maintenance, repair or decoration, for example any structural alteration or extension to **your park home** ;
- the number of bedrooms in **your park home** is changed;
- **you** or any member of **your family** has received a conviction for any offence except for driving;
- any increase in the value of **your contents** or if the rebuilding cost of **your park home** exceeds the **sum insured** shown on **your schedule**.

You will not be covered following the above changes unless **we** have agreed to provide cover and issued a **schedule**. This means that, if **you** do not advise **us** of any such change, **we** will determine if **your** failure to do so has been deliberate, reckless or careless and **your** policy may be affected in accordance with the 'Information **You** Have Given **Us**' clause above.

Where **we** agree to **your** change, this may result in an additional payment or refund and an administration fee may apply. Please refer to the Terms of Business for details of charges that may apply.

If **your** change means that **we** can no longer provide cover, **we** will give **you** notice of cancellation in accordance with the policy Cancellation clause.

How to make a complaint

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.

For complaints relating to the provision of **your** insurance under parts 1-3 (buildings, contents and personal possessions cover), **you** should direct **your** complaint to:

Lifesure Group Limited at:

3 Fenice Court
Phoenix Park
Eaton Socon
St Neots, Cambridgeshire
PE19 8EW

Tel: 01480 402460

Email: info@lifesure.co.uk

You will find details of how to make a complaint on pages 29, 42 and 52. Please note that there are different contact details for each part of **your** insurance cover. If **you** need help making **your** complaint, **you** can contact Lifesure and **we** will advise who **you** need to address **your** concerns to.

If **you** remain dissatisfied after **your** complaint has been considered, or if **you** have not received a written final response within 8 (eight) weeks from the date **your** complaint was received, **you** will be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

Their contact details are:

The Financial Ombudsman Service

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500
Fax: +44 (0)20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within 6 (six) months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available on the FSCS website FSCS.org.uk or by contacting them on 0800 678 1100.

Online Dispute Resolution (ODR)

The European Commission has also provided an Online Dispute Resolution service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>.

Part 1 Buildings

What is covered

Loss or damage to the buildings caused by

1. Fire (including resultant smoke damage), lightning, explosion or earthquake.
2. Water or oil leaking from any fixed tank, appliance or pipe.
3. Theft or attempted theft.
4. Storm including weight of snow or **flood**.
5. Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances.
6. Being hit by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them), television or radio aerials, satellite dishes and their fittings.

What is not covered

The amount of any excess shown on your schedule

1. Damage caused during demolition, structural alteration or repair work.
2. Loss or damage:
 - by **subsidence, heave** or **landslip** caused by water leaking;
 - to the tank, appliance or pipe itself, unless caused by freezing;
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - caused during demolition, structural alteration or repair work.
3. Loss or damage:
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - while the **park home** is lived in by anyone other than **you** or a member of **your family** unless violence and force is used to break into **your park home**.
4. Loss or damage to hedges, gates or fences.
5. Loss or damage after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row.
6. Loss or damage:
 - to hedges, gates or fences by falling trees or branches;
 - caused by domestic pets;
 - damage caused by felling, lopping or topping of trees;
 - the cost of the removal of the tree or branch unless damage has been caused to the **buildings** by its fall.

Part 1 Buildings cont'd

What is covered

7. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**.

8. **Accidental damage** to the **buildings**.

9. Selling **your park home**:

The buyer will be covered for loss or damage covered by Part 1 of this policy up to the date the sale completes on **your park home**.

What is not covered

7. The **subsidence excess** shown in **your schedule**.

Loss or damage:

- caused by coastal or river erosion;
- caused during demolition, structural alteration or repair work;
- caused by poor design, faulty workmanship or the use of defective materials;
- caused by foundations which did not meet building regulations at the time of construction;
- where compensation has been provided under any contract, legislation or guarantee;
- caused by **settlement**;
- to walls, hedges, gates, fences, drives, footpaths, patios, terraces and service tanks unless the structure of **your park home** is damaged at the same time by the same cause;
- shown as not insured elsewhere in this **document of park home insurance**.

8. Loss or damage:

- after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
- while the **park home** is lived in by anyone other than **you** or a member of **your family**;
- caused during demolition, structural alteration or repair work;
- caused by domestic pets;
- shown as not insured elsewhere in this **document of park home insurance**.

The cost of clearing a blockage.

The cost of maintenance or normal redecoration.

9. Loss or damage:

- after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
- if the **park home** is insured under another policy;
- after the sale has completed.

Part 1 Buildings cont'd

What is covered

10. Emergency access:

Unavoidable damage caused by the emergency services when accessing **your park home** or garden as a result of an emergency to **you** or **your family**.

11. Alternative accommodation:

If **your park home** becomes uninhabitable following loss or damage covered under Part 1 of this policy **we** will pay up to £100,000 during the **period of insurance** for:

- the reasonable extra cost of similar alternative accommodation for **you, your family** and **your** domestic pets; or
- loss of any unrecoverable rent (including ground rent) due to **you**.

12. Trace and access:

We will pay up to £5,000 for the cost of removing and replacing any part of the **buildings** to find and repair the source of a water or oil leak from any fixed tank, appliance or pipe forming part of **your park home**.

13. Liability to the public:

If following an accident someone dies, is injured, falls ill or has their property damaged, during the **period of insurance**, **we** will cover **your** legal liability:

- as owner of the **buildings** and its **land**;
- under the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 for any home **you** have previously owned, but not for more than 7 (seven) years after the insurance has ended or been cancelled.

The most **we** will pay for any **claim** arising from one incident, including claimants' costs and expenses is £5,000,000. **We** may also pay other costs and expenses incurred with **our** prior written permission.

What is not covered

12. The costs of repair of the source of the damage unless the cause is covered elsewhere in this policy.

Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.

More than £2,500 for a water or oil leak outside the **park home**.

13. Liability arising from:

- the death, bodily injury or illness of **you** or a member of **your family** or **domestic staff**;
- Death, bodily injury or damage caused by **motor vehicles**.
- loss or damage to any property **you** or a member of **your family** or **domestic staff** own, or are responsible for;
- an agreement that imposes a liability **you** would not otherwise have been under;
- any professional, occupational or business activities;
- **you** occupying the **park home** and its **land**;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.

Part 2 Contents

What is covered

Loss or damage to contents in the park home caused by:

1. Fire (including resultant smoke damage), lightning, explosion or earthquake.
2. Water or oil leaking from any fixed tank, appliance or pipe including up to £5,000 for loss of metered water or oil.
3. Theft or attempted theft.

The most **we** will pay for any one **claim** for **contents** in domestic garages and outbuildings at the **park home** is £2,500.

4. Storm, including weight of snow, or **flood**.
5. Vandalism or malicious damage, including riot, civil unrest, strikes or labour or political disturbances.
6. Being hit by any animal, falling tree or branch, road vehicle, train, aircraft or other flying objects (including items dropped from them).

What is not covered

The amount of any excess shown on your schedule.

1. Damage caused during demolition, structural alteration or repair work.
2. Loss or damage:
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - caused during demolition, structural alteration or repair work.
3. Loss or damage:
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - while the **park home** is lived in by anyone other than **you** or a member of **your family** unless violence and force is used to break into **your park home**;
 - by deception other than deception used solely to enter **your park home**;
 - If property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;
 - Loss or damage as a result of any failed online purchase or transaction.
5. Loss or damage after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row.
6. Loss or damage caused by domestic pets.
 - damage caused by felling, lopping or topping of trees;
 - the cost of the removal of the tree or branch unless damage has been caused to the **contents** by its fall.

Part 2 Contents cont'd

What is covered

7. **Subsidence** or **heave** of the site on which the **buildings** stand or **landslip**.

8. **Accidental damage** to **contents** in **your park home**.

9. **Contents** in the garden:

We will pay up to £2,000 for loss or damage to **contents** while they are outdoors but within the boundaries of **your land** as a result of a cause listed in 'What Is Covered' 1, 2, 3, 5, and 6 of Part 2 of this policy.

10. Plants in the garden:

We will pay up to £2,500 for loss or damage to, trees, shrubs, plants and lawns within the boundaries of **your land** as a result of a cause listed in 'What Is Covered' 1, 2, 3, 5, and 6 of Part 2 of this policy.

11. Loss of keys:

We will pay up to £1,000 for the cost of replacing locks to the external doors of **your park home** and alarms and safes if **your** keys are lost or stolen.

What is not covered

7. Loss or damage:
 - caused by coastal or river erosion;
 - caused during demolition, structural alteration or repair work;
 - where compensation has been provided under any contract, legislation or guarantee.

8. Loss or damage:
 - while the **park home** is lived in by anyone other than **you** or a member of **your family**;
 - caused by domestic pets;
 - to computer software or downloaded information;
 - to **money**;
 - shown as not insured elsewhere in this **document of park home insurance**.

9. Loss or damage:
 - to trees, shrubs, plants or lawns;
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - shown as not insured elsewhere in this **document of park home insurance**.

10. Loss or damage:
 - caused by falling trees or branches;
 - after **your park home** has been **unoccupied** for more than 60 (sixty) days in a row;
 - shown as not insured elsewhere in this **document of park home insurance**.

More than £250 for any one tree, plant or shrub.

Part 2 Contents cont'd

What is covered

12. Alternative accommodation:

If **your park home** becomes uninhabitable following loss or damage covered under Part 2 of this policy **we** will pay up to £15,000 during the **period of insurance** for:

- the reasonable extra cost of similar alternative accommodation for **you, your family** and **your** domestic pets; or
- rent which **you** are contracted to pay during the time necessary to restore the **buildings** to an habitable condition.

13. Fatal injury:

We will pay £10,000 if **you** or **your** husband, wife or partner die within 12 (twelve) months as a direct result of an injury caused by fire or violence by intruder(s) at **your park home**.

14. Religious festivals and weddings:

We will increase the **contents sum insured** by 10% for 1 (one) month before and after a religious festival, wedding or civil partnership day of **you** or a member of **your family**, for purchases made for these events, if within the **period of insurance**.

15. Frozen food:

We will pay up to £1,000 for loss or damage to the **contents** of **your** fridge or freezer caused by a change in temperature following breakdown, a domestic fuse blowing, accidental failure of the public electricity or gas supply or refrigerant leakage.

16. Title deeds:

We will pay up to £1,000 for loss or damage covered by Part 2 of this policy to replace the title deeds of **your park home** while they are in safekeeping lodged with **your** bank, mortgage lender, solicitor or in **your park home**.

What is not covered

15. Loss or damage resulting from:

- a) the deliberate act of **you, your family** or any electricity supplier;
- b) strike, lock-out or industrial dispute;
- c) food mainly used for business, trade, profession or employment purposes.

Part 2 Contents cont'd

What is covered

17. Moving house:

We will pay for **accidental damage** to **your contents** while they are being moved to **your** new permanent home by professional removal contractors, including while temporarily stored by a storage company for up to 14 (fourteen) days.

18. Tenant's cover:

If **you** are a tenant **we** will pay up to £10,000 for loss or damage covered by Part 2 of this policy to fixtures and fittings **you** have installed in **your park home** or for which **you** are legally responsible.

19. Downloaded information:

We will pay up to £1,000 for loss or damage to information that **you** have bought and stored on **your home entertainment equipment** or mobile phone as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy.

20. Office equipment:

We will pay up to £5,000 for loss or damage to **office equipment** as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy.

21. Temporary removal:

We will pay up to £5,000 for loss or damage to **your contents**, as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy, while temporarily removed from **your park home**, but still in the British Isles, when in the following locations:

- in any private home where someone is living;
- in a bank or safe deposit;
- in any trade premises for making up, alteration, renovation, repair, cleaning, dyeing or valuation;
- any building in which **you** or a member of **your family** work.

What is not covered

17. Loss or damage:

- to china, glass and brittle items, unless these have been packed by professional packers;
- shown as not insured elsewhere in this **document of park home insurance**.
- outside of the United Kingdom, the Channel Islands or the Isle of Man.

19. The cost of remaking a file, tape or disc.

Rewriting the information contained on **your home entertainment equipment** or mobile phone.

Loss or damage shown as not insured elsewhere in this **document of park home insurance**.

20. Loss or damage shown as not insured elsewhere in this **document of park home insurance**.

21. Loss or damage:

- to any **contents** taken from **your park home** to sell or exhibit;
- to **money** or **office equipment**;
- theft or attempted theft unless violence and force is used to remove the **contents** from a building;
- to pedal cycles;
- any **contents** temporarily removed for the purposes of attending a university, college or boarding school.

Part 2 Contents cont'd

What is covered

22. Contents at university/college:

We will pay up to £5,000 for loss or damage to **your contents**, as a result of a cause listed in 'What Is Insured' 1 to 7 of Part 2 of this policy, while temporarily removed from the **park home** while kept in any student accommodation or any building in which **you** or **your family** study within the British Isles.

23. Shopping in transit

We will pay up to £350 for any one event of loss or damage to food and other items bought for domestic use whilst in transit to **your park home** from the shop from which the purchase has been made, as a result of a cause listed in 'What Is Insured' 1 to 6 of Part 2 of this policy.

24. Liability to the public:

If following an accident someone dies, is injured, falls ill or has their property damaged during the **period of insurance**, **we** will cover the legal liability of **you** or **your family** as

- occupiers of the **park home**;
- private individuals.

The most **we** will pay for any **claim** arising from one incident, including claimants' costs and expenses is £5,000,000. **We** may also pay other costs and expenses incurred with **our** prior written permission.

Unrecoverable court awards:

We will pay any amount **you**, or a member of **your family** are awarded as damages and taxed costs by any court in the British Isles, which, had the position been reversed, would have resulted in a **claim** under Part 2 of this policy. Payment of the award and taxed costs will be made if **you** have not received any of the amount within 90 (ninety) days of the award. If any part payment has been made to **you**, **we** will pay the balance outstanding 90 (ninety) days after the last payment. The most **we** will pay for any **claim** arising from one incident, including legal costs and expenses, is £5,000,000.

What is not covered

22. Loss or damage:

- to any **contents** taken from **your park home** to sell or exhibit;
- to **money** or **office equipment**;
- by theft or attempted theft unless violence and force is used to remove the **contents** from a building;
- to pedal cycles.

23. Theft from an unattended vehicle unless such theft is undertaken by gaining entry to a securely locked vehicle by forcible and violent means.

The first £50 of each **claim**. This amount replaces any higher or lower **excess** that would otherwise apply.

24. Liability arising from:

- the ownership of **your park home** or the ownership or occupation of any other premises;
- the death, bodily injury or illness of **you** or a member of **your family** or **domestic staff**;
- the ownership or use of any **motor vehicle**, aircraft, horse drawn vehicle, ship, vessel or craft;
- owning, possessing or using drones including mechanically propelled aerial toys, models or devices;
- any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man;
- any loss or damage to property owned by **you** or a member of **your family** or **domestic staff**, or which they are responsible for;
- an agreement that imposes a liability **you** would not otherwise have been under;
- any professional, occupational or business activity;
- any animal, other than horses and domestic pets;

Part 2 Contents cont'd

What is covered

25. Liability to **domestic staff**:

If following an accident during the **period of insurance** a member of **your domestic staff** dies, is injured, falls ill whilst being employed by **you** and **you** are found legally liable, the most **we** will pay for any **claim** arising from one incident, including claimants' costs and expenses is £10,000,000. **We** may also pay other costs and expenses incurred with **our** prior written permission.

Cover applies anywhere in the world as long as **you** entered into the contract of employment with the employee in the British Isles.

26. Mobility scooters:

Loss or damage to mobility scooters while in the **park home**.

The most **we** will pay for any **claim** under this section is £5,000 unless specified in the **schedule**.

What is not covered

- owning, possessing or using a dangerous dog of one of the following breeds Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed;
- the cost of putting right any fault or alleged fault which, if not put right, may cause accidental bodily injury or disease or accidental loss of or damage to property.

25. Liability that should be covered by compulsory motor insurance or security as required under any Road Traffic Act legislation.

26. Any vehicles registered for use on the road.

Theft, unless from a securely locked **building** or outbuilding and the ignition key removed.

Part 3 Personal Possessions

What is covered

We will pay for loss or damage to the following anywhere in Europe and up to 60 (sixty) days worldwide in any one period of insurance

1. **Personal possessions:**

2. **Money and credit cards:**

We will pay up to £1,500 for loss or damage to **money** or the unauthorised use of **credit cards**.

3. **Pedal cycles:**

What is not covered

The amount of any excess shown on your schedule

1. Loss or damage:

- from unattended **motor vehicles**, caravans or motor caravans unless the item is stored out of sight in a glove or luggage compartment and all the doors are locked and windows fully closed;
- shown as not insured elsewhere in this **document of park home insurance**;
- If property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.

Accidental loss or damage to software or downloaded information.

Theft of **personal possessions** from any student accommodation or place of study unless violence and force is used to remove them.

2. Losses not reported to the police within 24 (twenty-four) hours of discovery.

Loss or damage as a result of any failed online purchase or transaction.

Theft of **money** from the **park home** by deception other than deception used solely to enter **your park home**.

Losses where **you** have not kept to the conditions the **credit card** was issued under.

Credit cards which are lost and not reported to the issuing or card registration company within 24 (twenty-four) hours of discovery.

Unauthorised use of **credit cards** by a member of **your family** or **domestic staff**.

3. Loss or damage while racing, pace-making or taking part in time trials.

Theft of any pedal cycles away from the **park home**, unless locked to a permanent structure.

Theft of pedal cycle accessories unless they are stolen with the pedal cycle.

Motorised pedal cycles other than battery assisted models.

How to make a claim

Reporting a claim

Contact Quadra Claims Services Ltd on 0161 838 6290. Quadra Claims Services Ltd is authorised by **us** to handle **claims** on **our** behalf.

Quadra Claims Services Ltd
82-86 Deansgate
Manchester
M3 2ER

Tel: 0161 838 6290
Fax: 0161 833 9015
Email: lifesure@quadraclaims.co.uk

Important Conditions (including Claims Conditions)

You must ensure that **you** have read the 'Important Conditions (including Claims Conditions)' section of this **document of park home insurance** on page 22 and comply with all such conditions

How we deal with your claim

The following explains how a **claim** on **your buildings, contents** or **personal possessions** insurance will be handled.

Buildings

If the loss or damage is covered by this insurance **we** may:

- arrange for repair, replacement or reinstatement using one of **our** suppliers; or
- pay the cost of repair; or
- make a cash payment which may be restricted to the discounted price **we** would normally pay using **our** own suppliers.

Repairs completed by **our** approved suppliers as a result of a **claim** covered by this insurance are guaranteed for 12 (twelve) months.

If the damage to the **buildings** is not rebuilt or repaired, or the **buildings** were not in a good state of repair when damaged, **we** will pay either:

- the cost of repair or replacement less an amount for wear and tear; or
- the difference between the value of selling **your park home** on the open market as soon as reasonably practicable before the damage and its value after the damage.

The most **we** will pay will be the **buildings sum insured** shown on **your schedule** plus any amount **we** agree to pay:

- for architects' and surveyors' fees;
- for demolition, removal of debris and local authority costs;
- for the reasonable costs of re-siting the **park home**;
- for alternative accommodation under 'What Is Covered' 11 of Part 1 of this policy.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

Underinsurance

It is **your** responsibility to ensure that the **buildings sum insured** is sufficient to cover the full cost of rebuilding **your park home**.

How to make a claim cont'd

Buildings cont'd

If the cost of rebuilding the **park home** in the same form, size, style and condition as new is more than the **sum insured** shown on **your schedule**, **we** will reduce the amount claimed in proportion with the underinsurance. For example, if the **sum insured** is equal to 75% of the amount needed to rebuild the **buildings**, **we** will only pay 75% of **your claim**.

Contents

If the loss or damage is covered by this insurance it is at **our** option that **we** will:

- pay the cost of repair for items that can be economically repaired;
- replace the item as new; or
- make a cash payment, which may be restricted to the discounted replacement price **we** would normally pay using **our** own suppliers.

If the items are not replaced, the amount **we** will pay will be based on the market value of the items on the date the loss happened.

For any **claim** involving clothing or household linen, **we** will make a deduction for wear and tear. **We** may also make a deduction for wear and tear for any items not in a good condition.

The **contents sum insured** must represent the full replacement value of **your contents** as new, less an amount for wear and tear on clothing and linen.

The most **we** will pay will be the **contents sum insured** shown on **your schedule** plus any amount **we** agree to pay for alternative accommodation under 'What Is Insured' 12 of this Part 2.

For any one **claim**, **we** will not pay more than:

- £15,000 for unspecified **valuables**;
- £5,000 for any valuable unless the item is specified on **your schedule**;
- £1,500 for **money** in the **park home**.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

Underinsurance

If the **sum insured** is less than the full replacement cost of the **contents** of **your park home**, **we** will reduce the amount claimed in proportion with the underinsurance. For example if the amount of **your contents** cover is equal to 75% of the amount needed to replace all the **contents**, **we** will pay only 75% of the value of **your claim**.

Personal possessions

If the loss or damage is covered by this insurance it is at **our** option that **we** will:

- pay the cost of repair for items that can be economically repaired;
- replace the item as new; or
- make a cash payment, which may be restricted to the discounted replacement price **we** would normally pay using **our** own suppliers.

If the items are not replaced, the amount **we** will pay will be based on the market value of the items on the date the loss happened.

For any **claim** involving clothing or household linen, **we** will make a deduction for wear and tear. **We** may also make a deduction for wear and tear for any items not in a good condition.

How to make a claim cont'd

Personal possessions

The **personal possessions sum insured** should represent the cost of replacing all items as new, less an amount for wear and tear on clothing.

For any one **claim**, **we** will not pay more than:

- the **sum insured** shown on **your schedule**;
- £2,000 for any item unless the item is specified on **your schedule**.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

Pedal cycles

For any one **claim**, **we** will not pay more than:

- the **sum insured** shown on **your schedule**;
- £500 for any one pedal cycle unless specified on **your schedule**.

Any amount **we** pay will be reduced by the **excess** shown on **your schedule**.

Specified items

If **you** make a **claim** for any item specified on **your schedule**, **you** will need to provide proof of value and ownership of that item. To help **you** do this, **we** recommend that **you** keep photos, receipts, valuations and instruction booklets.

Following the total loss of an item specified in **your schedule**, the item will be removed from cover. **You** must contact **Lifesure Group Limited** if the item is to be insured again after replacement.

Important conditions

There are conditions that **you** must comply with to receive benefit under this insurance. These important conditions either oblige **you** to act in a certain way or stipulate a contingency upon which the validity of the policy or a **claim** depends.

If **you** breach any of these conditions **we** may:

- render **your policy** null and void (treating **your policy** as if it never existed);
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a **claim** has been adversely impacted by **your** breach of condition;
- charge **you** more for **your** insurance or 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**;
- cancel **your** policy in accordance with the Cancellation clause.

1. Claims condition

If an incident happens which could result in a **claim** being made by **you** or against **you** under this policy:

- (a) **you** must as soon as practicable notify and confirm the incident using the details shown on page 19 and, if required, give full details as soon as possible of the incident together with such information and assistance as **we** may require;
- (b) **you** must as soon as practicable notify the Police following damage by theft, attempted theft, malicious damage, violent disorder, riot or civil commotion or the disappearance of valuable items and **you** must also provide **us** with the Crime Reference Number;
- (c) **you** must not under any circumstances admit liability for, nor offer to agree to settle, any **claim** without **our** written consent. **We** will be entitled to take over and conduct in **your** name the defence of any **claim** and to prosecute in **your** name, for **our** benefit, any claims for indemnity or damages or otherwise against any third party and **we** will have full discretion in the conduct of any negotiations and proceedings and the **settlement** of any **claim**;
- (d) **you** must not make **your** own arrangements for repair or replacement.

2. Your duty to take care of your property condition

You and any other person who is covered by this insurance must do everything possible to:

- (a) ensure that the **property insured** is maintained in sound condition and all reasonable precautions taken to prevent any **claims**;
- (b) protect **your property insured** from loss or damage; and
- (c) ensure that any loss or damage incurred is limited to the minimum safely possible.

3. Permission to inspect your park home condition

You must allow **us** to examine **your park home** following **our** request to do so.

4. All insured persons duty to comply with policy conditions and endorsements

All persons claiming to be covered by this insurance must have kept to all the conditions and **endorsements**.

General exclusions

1. Structures other than park homes

This insurance does not cover any loss or destruction of, or damage to any property or any legal liability in relation to any structure or premises other than a **park home**.

2. War exclusion

This insurance does not cover any destruction of, or damage to any property or any loss or legal liability or any other loss of any nature arising from war, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Terrorism exclusion

Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or caused by or happening through or in connection with any act of terrorism. For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.

4. Nuclear and radioactive contamination exclusion

Any loss or damage to any property or damage or additional expense following on from the event for which **you** are claiming and any legal liability directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

5. Business, trade or profession

This insurance does not cover any loss or destruction of, or damage to, any items used in connection with any business, trade or profession, except **office equipment** in the **park home**.

6. Deliberate act exclusion

This insurance does not cover any loss or damage deliberately caused by **you** or **your family**, or any other persons residing in **your park home** or any liability arising therefrom.

7. Pressure waves exclusion

This insurance does not cover any damage to the **property insured** arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

8. Exclusion of riot and civil commotion in Northern Ireland

This insurance does not cover any damage to the **property insured** arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

9. Reduction in value

This insurance does not cover any reduction in value.

10. Undamaged items

We treat any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found **we** will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings.

General exclusions cont'd

11. Loss outside of the period of insurance

This insurance does not cover any loss or damage or liability arising from an event that happened before the start, or happens after the end, of the **period of insurance**.

12. Existing, deliberate and indirect damage

This insurance does not cover loss or damage:

- (a) occurring before or arising from an event before the beginning of the **period of insurance**
- (b) caused deliberately by **you** or any person acting on **your** behalf, unless the loss or damage was caused by **domestic staff**; or
- (c) not directly caused by the event that caused **you** to **claim** unless as expressly stated as covered in this insurance.

13. Gradually operating cause, insects or vermin and micro organism exclusion

This insurance does not cover any **claim** arising from:

- (a) anything which happens gradually including deterioration or wear and tear, **settlement** or shrinkage;
- (b) mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
- (c) damage by insects or **vermin**.

14. Cleaning, repair or alteration

This insurance does not cover any **claim** arising from the cleaning, repair or alteration of any item.

15. Electrical or mechanical failure or breakdown

This insurance does not cover any **claim** arising from electrical or mechanical failure or breakdown.

16. Faulty design or workmanship

This insurance does not cover any **claim** arising from faulty design, materials or workmanship.

17. Computer viruses

This insurance does not cover any **claim** arising from computer viruses.

18. Pollution

This insurance does not cover any **claim** arising from pollution or contamination unless arising from oil leaking from any fixed heating installation or from any domestic appliance in **your park home** during the **period of insurance**.

General conditions

1. Payment by credit agreement condition

If **you** pay **your premium** by instalments under a credit agreement made available by **Lifesure Group Limited**, **you** must pay each instalment when it is due. If **you** miss an instalment and do not pay it within the timeframe permitted by the credit provider, **you** will have to pay all the money **you** owe along with any charges. Please refer to the applicable agreement **you** have with the credit provider for full terms and conditions including charges and payment schedule.

If **Lifesure Group Limited** does not receive this payment by the date they have stated, **we** will cancel this insurance in accordance with the Cancellation section of this policy. If **you** or others have not made a **claim** under this insurance, **we** will refund the proportionate part of **your premium**.

2. Other Insurance

We will not pay any **claim** where the loss, damage or liability is covered by any other insurance until the limit of the other insurance is exhausted. For amounts exceeding the limit of the other policy, **we** will not pay more than **our** share.

3. Fraudulent claim condition

If **you** make or report a **claim** under this insurance which is in any way fraudulent, **we** will:

- a) not pay the fraudulent claim;
- b) be entitled to refuse all claims arising after **your** fraud;
- c) be entitled to recover from **you** any payments made to **you** for claims which arose after **your** fraud;
- d) have the option to treat the contract as having been terminated at the time of the fraudulent act;
- e) not return any of the **premium** paid by **you**.

The above will apply at the point the fraudulent act is discovered by **us**.

4. Contracts (Rights of third parties) Act 1999

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

Making sense of your policy (Parts 1 to 3): definitions

Wherever certain words are used in this policy and are highlighted by being shown in bold print, they have the meaning as defined below.

Accidental Damage

Damage caused suddenly by external means which is not expected and not deliberate.

Buildings

The structure of **your park home** including its permanent fixtures and fittings, porches, walls, hedges, gates, fences, drives, footpaths, patios, terraces, service tanks, solar panels, fixed hot tubs, fixed Jacuzzis, barbecues pipes and cables that belong to **you** or for which **you** are legally responsible all contained within the boundaries of the **land**.

Claim

A single loss or series of losses arising from one incident.

Contents

Household goods, **home entertainment equipment**, **office equipment**, **valuables**, pedal cycles, television or radio aerials, satellite dishes and their fittings, tenants' fixtures and improvements that belong to **you** or **your family**, or for which **you** are legally responsible when within the **park home**.

Contents are not:

- **motor vehicles**, caravans, trailers, watercraft, aircraft and all their accessories;
- animals;
- business stock, equipment, tools or materials other than **office equipment**;
- any part of the **buildings**, including decorations or permanent fixtures and fittings.

Credit Cards

Bank, charge, cheque guarantee, credit, debit and cash dispenser cards held by **you** or **your family** for private purposes.

Document Of Park Home Insurance

This booklet.

Domestic Staff

A person employed to carry out domestic duties associated with **your park home** and not employed by **you** in connection with any business, trade, profession or employment.

Endorsement

A change in the terms and conditions of this **document of park home insurance** that is displayed on the **schedule**.

Excess

The amount **you** have to pay towards a **claim**. This will be the compulsory **excess** plus any voluntary **excess** shown on the **schedule**.

Family

Your husband, wife or partner or civil partner, and adopted children (including foster and adopted children), parents and other relatives who permanently live in the **park home**.

Flood

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

Heave

Upward and/or lateral movement of the site on which the **buildings** stand caused by the swelling of the ground.

Home entertainment equipment

Radios, televisions, digital-satellite set-top boxes, satellite receivers, computers, games consoles, recording and audio/visual equipment.

Making sense of your policy (Parts 1 to 3) cont'd

Land

The **land** belonging to the **park home**.

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **settlement**.

Lifisure Group Limited

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

Lifisure Group Limited has issued documents on **our** behalf and sold **you** this policy.

Money

Cash, bank and currency notes, cheques, travellers cheques postal and **money** orders, bankers' drafts, luncheon vouchers, saving stamps and certificates, bonds, current postage stamps, travel tickets, season tickets and gift tokens belonging to **you** or **your family** and held for private purposes.

Motor vehicles

Electrically or mechanically propelled or assisted vehicles including motorcycles, children's motor cycles, quad bikes and children's quad bikes. Aircraft (including gliders and hang gliders), drones, boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers. Trailers, carts, wagons, caravans and horse boxes.

Office equipment

Computers, keyboards, visual display units and printers, word-processing equipment, desk-top publishing units, multi-user small business computers and fax machines used solely for **your** business or profession.

Park Home

The private dwelling being constructed with pitched tile effect roof and standing on base of concrete, concrete paving, shingle, gravel or compacted hardcore and with fully enclosed skirt and its domestic garages, outbuildings and carports at the insured address shown on the **schedule**.

Period Of Insurance

The period shown in **your schedule** detailing the start and end date of this insurance.

Personal Possessions

Clothing, sports equipment, **valuables** and other personal items designed to be worn or carried that belong to **you** or **your family**, or for which **you** are legally responsible.

Personal possessions are not:

- **motor vehicles**, electronic golf buggies, caravans, trailers, watercraft, aircraft (including gliders, hang gliders and drones) and all their accessories;
- animals;
- business stock, equipment, tools or materials;
- furniture, furnishings and household goods.

Premium

The amount shown in the **schedule** as the **premium** excluding Insurance Premium Tax.

Property Insured

The **buildings**, **contents** and **personal possessions** insured by this policy.

Schedule

The **schedule** specifying the terms and extent of this **document of park home insurance**.

Making sense of your policy (Parts 1 to 3) cont'd

Settlement

The natural movement of new properties in the months and years after they are built.

Statement Of Facts

The document confirming the information **you** gave to **us** when **you** applied for, renewed or made changes to this insurance. This includes information given on **your** behalf.

Subsidence

Downward movement of the site on which the **buildings** stand by a cause other than the weight of the **buildings** themselves or **settlement**.

Sum Insured

The **sum insured** shown in the **schedule**.

Underwriters

AXA Insurance UK plc.

Unoccupied

Not lived in by **you** or any member of **your family** or any other person with **your** permission.

Valuables

Jewellery, watches, clocks, photographic equipment (including camcorders), televisions and audio/visual equipment, computers, laptops, mobile phones, hand-held games consoles, tablets, e-readers, furs, items made of gold, silver and other precious metals, pictures and other works of art, including stamp, coin and medal collections.

Vermin

Rats, mice, squirrels, owls, pigeons, foxes, bees, wasps or hornets.

We, Us or Our

The **underwriters**, or **our** chosen representatives.

You or Your

The person or people shown as the 'Insured' or the 'Policyholder' in the **schedule**. If there is more than one person shown as the 'Insured' in the **schedule**, this insurance applies both jointly and individually, but **our** total liability for all **claims** will not exceed the limits stated in this policy.

How to make a complaint

How, and to whom, to make a complaint

If **you** have a complaint about **your** policy or the handling of a **claim you** should, in the first instance contact:

Lifesure Group Limited at:

3 Fenice Court
Phoenix Park
Eaton Socon
St Neots, Cambridgeshire
PE19 8EW

Tel: 01480 402460

Email: info@lifesure.co.uk

If **you** remain dissatisfied after **your** complaint has been considered, or if **you** have not received a written final response within 8 (eight) weeks from the date **your** complaint was received, **you** will be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are on page 8.

Part 4 Family legal expenses

This document forms a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. This is a "claims made" insurance policy. This insurance only covers claims which arise and which are notified within the **period of insurance**. In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

This insurance is a contract between **you** and the **insurer**. Subject to the terms, conditions, clauses and exclusions of this insurance, the **insurer** will indemnify the **insured person** against **legal expenses** which may be incurred during the **period of insurance** for which **your** premium has been accepted.

Subject always to the **limit of indemnity**, the **insurer** will pay for **legal expenses** which arise from **legal proceedings** brought by an **insured person** within the jurisdiction of a court or other body in the **United Kingdom** or against an **insured person** within the jurisdiction of a court or other body in the **territorial limits** and in either case falling within the scope of any of Sections 1 to 8 below provided that:

- a) **Your home** is in the **United Kingdom**.
- b) The **date of occurrence** is within the **period of insurance**.
- c) **We** have given written permission for an appeal or defence of an appeal.
- d) No more than two claims in any one **period of insurance**, not taking into account any claims(s) rejected by **us**.
- e) The amount in dispute is more than £100.
- f) Where the claim relates to a dispute arising from a contract of employment (as provided for under sections 3 and 5B of 'Family Legal Expenses'), all possible routes of dispute settlement including (without limitation) mediation, must have been exhausted by the **insured person**.

Section 1. Consumer contract disputes

Disputes arising out of a contract for:

- a) The purchase or hire of **goods** or services for private use; or
- b) The sale or supply of privately owned **goods** provided that the **insured person** has entered into the agreement or alleged agreement after the commencement of the first **period of insurance**.

Disputes arising out of a contract

- c) between the **policyholder** and the site where **your home** is sited provided that any such dispute did not arise prior to the commencement of the first **period of insurance**.

Section 2. Domestic property protection

Disputes arising out of:

- a) A third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to an **insured person's** material property (including **your home** but not any other buildings or land) which causes or could cause physical damage or pecuniary loss.
- b) Infringement of **your** legal rights originating from the ownership of **your home**.
- c) A contract in **your** name and relating to **your home** for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) provided that the **insured person** has entered into the agreement or alleged agreement after the commencement of the first **period of insurance**.

Part 4 Family legal expenses cont'd

The **insurer** will not indemnify the **insured person** in respect of claims:

- a) in respect any buildings or land other than **your home**;
- b) boundary disputes which arise in the first 180 days of this insurance unless the policy has renewed at least once.

Section 3. Employment

Disputes arising from or relating to an **insured person's** contract of employment as an **employee** excluding director's service contracts.

Section 4. Professional negligence

Disputes an **insured person** may have with solicitors, accountants and surveyors arising out of:

- a) An agreement entered into by the **insured person** after the inception of the first **period of insurance**.
- b) Actual or alleged negligent advice, error and or omission where the **date of occurrence** is after the inception of the first **period of insurance** or where the starting date (as defined by Section 14A (5) of the Limitation Act 1980 or any amending or superseding legislation) is within the **period of insurance** provided that the relevant facts were not known to **you** and or any other **insured person** at the inception of the first **period of insurance**.

Section 5. Legal defence

The defence of any:

- a) Prosecution of an **insured person** in a criminal court arising out of the sale or supply of privately owned **goods**.
- b) Civil action, arising out of the **insured person's** work as an **employee** (but not as a director), under any legislation relating to data protection or being a trustee of a pension fund set up for the benefit of the **insured person's** fellow **employees**.

Section 6. HM Revenue & Customs

An extensive examination by the HM Revenue & Customs into an **insured person's** personal tax affairs arising out of the **insured person's** work as an **employee** excluding enquiries limited to specific aspects of the self-assessment tax return.

Section 7. Attendance expenses

The actual loss of the salary or wages of an **insured person** for the time off work to attend any court or tribunal hearing at the request of the **appointed representative** or as a defendant of an admitted claim under this insurance provided that such salary or wages are not recoverable from the relevant court, tribunal or other party, up to £100 per person per day to a maximum of £1,000 any one claim.

Section 8. Personal injury

The pursuit of **legal proceedings** to recover damages for death of or bodily injury sustained by an **insured person** as a result of a sudden or specific accident (but excluding accidents involving a motor vehicle or any illness or injury, which arises from a gradually operating cause).

How to make a claim

If **you** need to notify a potential claim, please immediately write to **our** Claims Department at the following address:

Claims Department
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Claims may be emailed to **claims@vantageprotect.com** or notified by telephone on **01455 852100**.

Note that all claims should be reported to **us** as soon as possible and no later than 90 days after the date of the insured event.

General exclusions

This insurance does not cover any claim

1. **Trade, business or profession**
Arising from any trade, business, profession or employment of any **insured person** except as provided for under Sections 3 and 5 of the cover.
2. **Motor vehicles**
Relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **insured person**.
3. **Libel or slander**
Relating to written or verbal remarks.
4. **Deliberate, dishonest, violent or criminal acts**
 - a) Relating to:
 - i. A cause of action intentionally brought about by an **insured person**.
 - ii. An **insured person's** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.
 - b) If it is dishonest or exaggerated in any way, if this happens we will also cancel all cover immediately.
5. **Legal expenses not agreed**
For **legal expenses** incurred:
 - a) Before **we** agree to pay them on the **insurer's** behalf.
 - b) Where the **policyholder** and or **insured person**:
 - i. Pursues or defends a case without our agreement or in a different manner to or against the advice of the **appointed representative**;
 - ii. Fails to give proper instructions in due time to **us**, to the **appointed representative** or to counsel or other persons instructed by the **appointed representative**;
 - c) Where the **appointed representative** refuses to act on behalf of the **insured person** for any reason other than a conflict of interest when General Condition 5 will apply.
 - d) In respect of witnesses, experts or agents interviewed, engaged or called as a witness without **our** prior written approval.
 - e) Prior to issue of formal **legal proceedings** which does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure.
 - f) Adverse costs awards made against the **insured person**, pursuant to section 22, Employment Act 2002 including, without limitation, prior to the expiry of any applicable ACAS discussion period.
6. **Delay and prejudicial acts**
Where an **insured person**, in the reasonable opinion of the **insurer**, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **appointed representative** or withdrawing from the case.

General exclusions cont'd

This insurance does not cover any claim

7. **Other insurances**

For **legal expenses** which can be recovered by an **insured person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under the other insurance(s).

8. **Fines and penalties**

For fines, damages or other penalties which the **insured person** is ordered to pay by a court or other authority.

9. **Disagreement**

Relating to any dispute with the **insurer** or **us**.

10. **Date change**

For **legal expenses** arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date.

11. **War risks**

For **legal expenses** arising for any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

12. **Terrorism**

For **legal expenses** arising for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

13. **Radioactive contamination**

For **legal expenses** arising for any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:

- i. irradiation or contamination by nuclear material; or
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter; or
- iv. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

General exclusions cont'd

14. **Electronic Data**

For **legal expenses** for any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.

15. **Judicial review**

For **legal expenses** relating to any judicial review whether within the **territorial limits** or not.

16. **Bankruptcy, liquidation or receivership**

For **legal expenses** when the **insured person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a deed of arrangement or part or all of the **insured person's** affairs or property are in the care or control of a receiver or an administrator.

17. **Intellectual property**

Relating to **legal proceedings** involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

18. **Medical negligence**

Relating to **legal proceedings** arising out of any actual or alleged case of medical negligence committed against any **insured person**.

19. **Breakdown of marriage**

Relating to any dispute that you may personally have arising from or relating to the breakdown of a marriage, civil partnership or common law relationship.

General conditions

1. Your responsibilities

- a) **You** must notify **your** broker as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance or of any circumstances which may give rise to a claim. Failure to do so may invalidate **your** insurance or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this insurance should we become aware of any fact which may affect the cover provided by this insurance.
- b) All **insured persons** must
 - i. Observe and comply with the terms and conditions and exclusions of this insurance.
 - ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim.
 - iii. Take all reasonable steps to minimise the amount payable under this insurance.
 - iv. Take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure.

2. Fraudulent claims or statements

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

3. Reporting and acceptance of a claim

You should notify any potential claim as soon as possible, and no later than 90 days after the **date of occurrence**. **You** will be required to provide the names of any possible witnesses and details, produced at **your** own expense, of any costs incurred prior to **our** acceptance of your claim, including any action already taken.

4. Acceptance of a claim and right to refuse indemnity

We are entitled to refuse to accept a claim or to continue to indemnify an **insured person** where:

1. In **our** opinion:
 - i. the **policyholder** and or any other **insured person** has not disclosed any material information to **us** or to the **insurer**.

General conditions cont'd

- ii. the **policyholder** and or the **insured person** has failed to provide **us** or the **appointed representative** with any relevant information and or supporting evidence.
2. In the opinion of the **appointed representative**, there do not or no longer exist reasonable grounds for believing that the **legal proceedings** have a reasonable prospect of success and where applicable, that there are reasonable prospects of recovery from the other party.
3. In **our** or their opinion, after having taken advice from **our** or the **policyholder's** own advisors (who are not the **appointed representative**) or counsel, there do not or no longer exist reasonable grounds for believing that the **legal proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party.

We may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **legal proceedings**. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of the **legal proceedings**.

If **we** refuse to accept a claim or to continue to indemnify an **insured person**, they or **we** will give the reason(s) in writing to the **policyholder** and the **insured person**.

In all cases, the onus shall be on **you** to demonstrate to the **appointed representative**, or to **our** own advisors or counsel (as appropriate) that such reasonable grounds as referred to above exist. **Your** cost of investigation and other expenses relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

5. Legal representation

- a) Before **we** accept a claim, **we** will tell **you** the name and address of our nominated **appointed representative**. That person will not become the **appointed representative** until **we** confirm in writing that they have accepted the claim.
- b) If **we** agree to the commencement of **legal proceedings** then an **insured person** has the right to nominate an **appointed representative**. This must be done by sending **us** the name and address prior to the commencement of any **legal proceedings**.
- c) When an **appointed representative** is appointed **we** will send them a copy of **our** terms of appointment which must be accepted by the **appointed representative** before commencing any work for **you**.
- d) If **we** and an **insured person** do not agree about the choice of the **appointed representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- e) The **insured person** shall always have regard to General Condition 1 both in relation to the nomination of an **appointed representative** and in relation to the conduct of the **legal proceedings**.
- f) This General Condition 5 also applies where a conflict of interest arises during **legal proceedings** or arises from the handling of a claim and the appointment of a replacement **appointed representative** is required.

General conditions cont'd

6. Control of the claim

- a) All information, evidence and documents relating to the **legal proceedings** must be provided, at the **insured person's** own expense, to the **appointed representative** when requested and the **insured person** must meet with the **appointed representative** when requested.
- b) The **insured person** must keep the **appointed representative** regularly informed of all developments and co-operate fully in all respects.
- c) **We** must have direct access to the **appointed representative** at all times.
- d) The **insured person** must give the **appointed representative** any instructions asked for by **us** including for the supply of any documents or other information required by **us**.
- e) **We** are entitled to require the **policyholder** and or the **insured person** to immediately produce to **us** all information, evidence, legal advice and documents relating to the **legal proceedings** in the possession or custody of the **policyholder**, the **insured person** or the **appointed representative**.
- f) The **policyholder** or the **insured person**, directly or via the **appointed representative**, must inform **us** immediately in writing if anyone makes an offer to settle the **legal proceedings** and no such offer should be accepted without **our** prior written consent.

7. Payment under this insurance

- a) If any offer to settle the **legal proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by the **insured person** in the **legal proceedings** is not accepted by the **insured person**, the **insurer** will have no liability in respect of **legal expenses** incurred after such refusal unless **we** have given our written agreement to the continuation of the **legal proceedings**.
- b) When requested by **us** the **insured person** must instruct the **appointed representative** to have the **legal expenses** made subject to detailed assessment or audit by the relevant court or tribunal.
- c) All accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance must be submitted to **us** promptly.
- d) Following receipt of the relevant accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance, payment will be made direct to the **appointed representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e) If the **insured person** withdraws from the **legal proceedings** without **our** agreement, cover will cease immediately and **we** will be entitled to be reimbursed for any **legal expenses** previously agreed or paid to or on behalf of the **insured person** in respect of such **legal proceedings**.

8. Recoveries

We reserve the right to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance to anyone else. If **you** or an **insured person** recovers **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **us**.

9. Arbitration

Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

10. Assignment

This insurance is between and binding upon the **insurer** and the **policyholder** and their respective successors in title, but this insurance may not otherwise be assigned by the **policyholder** without the **insurer's** prior written consent.

11. Waiver

If **we** or any **insured person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

12. Governing law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

13. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

Making sense of your policy (part 4): definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in **bold** in this policy.

Appointed representative

A solicitor, accountant or other suitably qualified person appointed in accordance with the provisions of General Condition 5, to act for an **insured person**.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Date of occurrence

The date of one or more events arising at the same time or from the same cause, which give(s) rise to a claim under this insurance.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Employee

A person working under a contract of service excluding any person working under a contract of apprenticeship or providing services under a contract for services.

Goods

Household **goods** and personal effects but only to the extent that these are insured under **your** household policy of insurance.

Insured person

You and with **your** agreement to claim and if permanently living with **you**, the person **you** are married to or live with as if married, all members of **your** family and where applicable, the legal personal representatives of any of them.

Insurer

ARAG plc who is a coverholder of the **insurer**, ARAG Allgemeine Versicherungs-AG Branch UK.

Legal expenses

The legal, accountants fees, costs, disbursements and other professional charges in connection with **legal proceedings** which we have agreed to fund

- a) Reasonably and necessarily incurred by the **appointed representative**.
- b) Incurred by other parties in civil cases if an **insured person** has been ordered to pay them or pays them with **our** prior agreement.

Legal proceedings

The pursuit or defence of legal disputes, tax investigations and tribunal proceedings made by or brought against an **insured person** including appealing or defending an appeal against judgment and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the **territorial limits**.

Limit of indemnity

The sum of £50,000 being the maximum amount payable by the **insurer** in respect of any one claim and in aggregate for all claims notified during any one **period of insurance**.

Period of insurance

The period for which **you** have paid or agreed to pay and we have agreed to accept a premium. This period will be the same as that of **your** household insurance policy with which this certificate was issued.

Making sense of your policy (part 4): definitions cont'd

Territorial limits

- a) Parts 2, 3, 5, 6, 7 and 8 of this policy will cover:
The **United Kingdom**.
- b) Parts 1 and 4 of this policy will cover:
 - i. The **United Kingdom** and other European Union member countries except for Estonia, Latvia and Lithuania.
 - ii Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the Vatican.

United Kingdom

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

We/us/our

Vantage Protect Ltd, an insurance Intermediary who has been delegated authority to bind cover and manage claims settlements on behalf of the **insurer**.

You/your/policyholder

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

Your home

The park home listed in the schedule and listed in **your** underlying household insurance policy.

How to make a complaint

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

For complaints regarding the sale of the policy, please contact:

Lifesure Group Limited
3 Fenice Court, Phoenix Park, Eaton Socon, St Neots, Cambridgeshire, PE19 8EW

Tel: 01480 402 470

Email: complaints@lifesure.co.uk

For complaints regarding claims, please contact:

Nominated Complaints Handler
Vantage Protect Ltd
Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA

Tel: 01455 852050

Email: feedback@vantageprotect.com

Please ensure that **your** policy number is quoted in all correspondence to assist a quick and efficient response.

How to make a complaint cont'd

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower, London, E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567

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

Website: <http://www.financial-ombudsman.org.uk/>

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

Online Dispute Resolution (ODR)

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling your complaint than if **you** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

The **insurer** ARAG Allgemeine Versicherungs-AG Branch UK is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that the **Insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Consumer Insurance Act

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

Part 5 Home emergency insurance

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. The following cover advises what is and is not covered in this policy. Please refer to your park home buildings, contents and personal possessions insurance (pages 9 to 18) for all other cover available.

What is covered

An event which **we** consider to be an **emergency** to **your home** by the following causes:

Bursting or sudden leakage of water pipes within **your home** or failure of **your** domestic hot water heating.

Failure of, or damage to, underground drains or sewers.

Failure of **your mains services** for which **you** are legally responsible.

Damage to, or mechanical failure of, the only accessible toilet or cistern in **your home** which results in complete loss of function.

What is not covered

An **emergency** which happens before the **period of insurance** starts or within 28 (twenty-eight) days of the date of first purchase of this insurance.

We will not cover:

- dripping taps;
- burst or leaking flexible hoses or leaking washing; appliances which are fitted with a stop tap;
- slow seepage from joints or gaskets which does not involve a sudden escape of water;
- leaking overflows;
- the results of hard water scaling deposits;
- breakage of any basin, bath, bidet or shower base.

We will not cover:

- blockage of soil or waste pipes from sinks, basins, bidets, baths or showers;
- the results of hard water scaling deposits.

We will not cover:

- malfunctioning or blockage of cesspits or septic tanks and their associated pipe work;
- loss or damage arising from the utility company interrupting or deliberately disconnecting the **mains services** or any equipment they are responsible for.

We will not cover:

- any claim where there is another working toilet within **your home**;
- breakdown of, loss of or damage to Saniflo toilets;
- cost of replacement ceramics or parts.

Part 5 Home emergency insurance cont'd

What is covered

We will appoint an **approved contractor** to assist **you** if **you** lose or damage the only available key to **your home** or if **you** are unable to gain access to **your home** due to failure or damage to the external locking mechanism.

Complete failure of **your** central heating system involving a boiler or warm air unit.

Removal of wasp nests, hornets, field or house mice or brown rats within **your home**.

What is not covered

We will not cover any:

- theft of keys;
- vandalism; or
- malicious damage not reported to the Police.

We will not cover:

- replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the nonavailability of parts;
- any costs for work recommended as being undertaken following a service of your boiler or warm air unit;
- any intermittent or reoccurring fault;
- any water pressure adjustments or failure caused through hard water scale or sludge;
- gas leaks from any pipes or appliances;
- any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions;
- any boiler or system noise;
- any radiator valves;
- any airlocks in the central heating piping;
- any costs relating to the repair or replacement of the central heating pump or wall or room thermostat;
- the results of hard water scaling deposits;
- any boiler or warm air unit which is over 20 (twenty) years old and has an output more than 60kw per hour capacity.

We will not cover:

- any infestations or pests in gardens, or outbuildings;
- any damage caused by the pests or infestations or by their removal.

Part 5 Home emergency insurance cont'd

What is covered

The property has been made insecure due to the external locking mechanism(s), doors or windows which have either failed completely or have been damaged.

Missing or repositioned roof tiles, down-piping or guttering failing and further water damage being a likely result of such failure.

Alternative Accommodation

Where **your home** is rendered not fit to live in as a result of an emergency covered by Part 5 of this policy, if **you** ask **us we** will arrange and pay up to a total of £250 including VAT for reasonable overnight accommodation only costs, incurred by **you**.

What is not covered

We will not cover:

- breakage of internal glass or doors;
- any loss not reported to the Police.

We will not cover:

- flat or tarpaulin roofs.
- Any accommodation for persons that do not normally reside in **your home**.
- Laundry services, room service, restaurant or bar bills.

How to make a claim

Reporting a claim

When **you** become aware of a possible claim under Part 5 of this policy, **you** must notify **us** immediately by telephone on 01480 272705

Important conditions (including claims conditions)

You must ensure that **you** have read the 'Important Conditions (including Claims Conditions)' section of Part 5 on page 47 and comply with all such conditions.

How we deal with your claim

The following explains how a claim on your buildings, contents or personal possessions insurance will be handled.

We will arrange for an **approved contractor** to assess the situation and carry out **emergency repairs** to **your home** to stabilise the situation and remove the **emergency** or restore the normal operation of the boiler or warm air unit.

Where the cost of a **permanent repair** is similar to the cost of an **emergency repair** we may, at **our** sole discretion, authorise **our approved contractor** to undertake a **permanent repair to your home**.

We will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials.

Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all **emergencies** covered by this insurance, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that **we** will pay during any **period of insurance** is £2,500 including VAT.

Important conditions

1. Claims conditions

- (a) When **you** become aware of a possible claim under Part 5 of this policy, **you** must notify **us** immediately by telephone on **01480 272705**.

We will then advise **you** how to protect yourself and **your home**.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major **emergencies** which may result in serious damage or danger to **you** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999

- (b) When **you** become aware of a possible claim under this insurance, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own appointed contractor, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at your own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.

2. Preventing loss or damage

You must take all reasonable steps to protect **your home** and prevent loss and damage and to maintain **your home** in sound condition and good repair.

2. Equipment servicing

All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **you** should keep all service documentation in case it is needed when **you** make a claim.

2. Keeping to policy terms and conditions

We will insure **you** only if **you** keep to all terms and conditions relating to Part 5 of this policy.

General exclusions

You are not covered for:

1. Any loss or damage arising from faults, damage or infestation that **you** were aware of at the time **you** entered into this contract.
2. Any costs incurred when **you** have not notified **us** and received **our** prior agreement.
3. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement.
4. Damage incurred in gaining necessary access or the cost of effecting **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **home**.
5. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
6. Any claim when the **home** has been left **unoccupied** for 30 (thirty) consecutive days or more.
7. Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
8. Any loss or damage arising as a consequence of:
 - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion;
 - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances;
 - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
9. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date;
 - b) computer viruses.
10. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **our** part can be demonstrated. An example of this would be loss of wages as a result of an **emergency**.

General exclusions cont'd

- You are not covered for:**
11. Costs associated with any other property, home contents or communal/shared areas of **your home**.
 12. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
 13. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our approved contractor** to ensure that the original fault has received a **permanent repair**.
 14. Any claim where no fault is found.
 15. Failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.

General conditions

- 1. Fraud** If a claim is fraudulent in any respect all benefit under this insurance will be forfeited.
- 2. Recovery of costs** **We** may take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by Part 5 of this policy. This is to enable us to recover any costs **we** have incurred from any third party who may have liability for the costs.
- 3. Dispute resolution** If there is any dispute about the interpretation of Part 5 of this policy, or if **we** have accepted a claim but there is a disagreement over the amount **we** will pay, **we** offer **you** the option of resolving this by using the complaints procedure detailed on page 52. Using this service will not affect **your** legal rights.
- 4. Prompt payment by you for work not covered** You must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance.
- 5. Dual insurance** If any loss, damage or expense covered under Part 5 of this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.

Making sense of your policy (part 5): definitions

Meaning of words

The words or expressions detailed below have the following meaning wherever they appear in Part 5 of this policy (Home Emergency Insurance).

Approved Contractor

A tradesman approved and authorised by **us** in advance to carry out repairs.

Emergency

A sudden and unexpected event at **your home** which if not dealt with immediately will

- a) expose **you** or a third party to a risk to their health; or
- b) make **your home** unsafe or insecure; or
- c) cause damage or further damage to **your home** and its contents; or
- d) leave **your home** without **mains services**.

Emergency Repair

A temporary repair carried out by an **approved contractor** which is necessary to resolve the immediate **emergency** but which will need to be replaced by a **permanent repair**.

Geographical Limits

Comprising of the mainland of Great Britain and Northern Ireland.

Home

Your principal **residence** used for domestic purposes including any part of the **residence** used for business purposes (providing no more than half of the rooms in total are used for this purpose).

Mains Services

Mains drainage to the boundaries of **your home**, water, electricity and gas within the **home**.

Permanent Repair

A repair or other work necessary to put right the damage caused to **your home** by the **emergency**.

Residence

The house, bungalow, park home or self-contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in **your** schedule, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials.

This excludes bed-sits or properties with multiple occupation/residential or nursing homes.

Period of Insurance

The 12 (twelve) month period starting from the commencement date shown on the confirmation letter. Please note that **you** are not able to make any claims within the first 28 (twenty-eight) days following **your** initial purchase of this insurance.

Unoccupied

Not been lived in by **you** or **your family**, or any other person with **your** permission.

We/Us/Our

Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

You/Your

The person named on the **schedule** and members of their household normally living with them.

How to make a complaint

Our Promise of Service: **We** aim to provide a first class service at all times. However, if **you** have a complaint **you** should contact **us** in the first instance at:

Quality Department (Intana)
Sussex House,
Perrymount Road
Haywards Heath,
West Sussex, RH16 1DN.

Tel: 0844 338 5799

Email: quality@intana-assist.co.uk

We will aim to provide **you** with a full response within 4 (four) weeks of the date **we** receive **your** complaint and **our** response will be **our** final decision based on the evidence presented. If for any reason there is a delay in completing **our** investigations, **we** will explain why and tell **you** when **we** hope to reach a decision.

In any event, should **you** remain dissatisfied or fail to receive a final answer within 8 (eight) weeks of **us** receiving **your** complaint, **you** have the right to make an appeal to the Financial Ombudsman Service. Their contact details are shown on page 8.

How to cancel your policy

Cooling Off Period – fourteen (14) days

You are entitled to cancel this policy by contacting **Lifesure Group Limited** (using the contact details provided on the front/cover page of this document of insurance) within 14 (fourteen) days of either:

- the date **you** receive this insurance document; or
- the start of the **period of insurance**

whichever is the later. This period is the 'Cooling Off Period'.

If **you** cancel this policy before it starts, **we** will refund the full **premium**. If **you** cancel this policy within the Cooling Off Period after the policy has started, **we** will provide a refund of any **premium you** have paid less an amount of **premium** in proportion to the time **you** have been on cover provided no claims have occurred. If any **claims** have been made **you** will not receive a refund of **premium**.

Cancelling outside of the Cooling Off Period

You can also cancel this policy at any time after the Cooling Off Period by contacting **Lifesure Group Limited** (using the contact details provided in this **document of park home insurance**).

If **you** have not made a **claim we** will refund any **premium you** have paid less a pro rata **premium** for the cover **you** have had.

If **you** have made a **claim, we** will not refund any **premium you** have paid.

Please refer to **Lifesure Group Limited's** terms of business (which are provided with quotations and each time **your** policy is issued and also available online at lifesure.co.uk/terms) for details of cancellation charges that may be applied by **Lifesure Group Limited**.

We can cancel this policy by giving **you** 30 (thirty) days' notice in writing. **We** will only do this for a valid reason. Valid reasons are as follows:

- Non-payment of **premium**;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request.

Any refund due to **you**, within or outside of the Cooling Off Period, will be sent to **you** as soon as practically possible.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policy holder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any **premiums** paid.

Policy conditions

Sanctions

We try **our** best to ensure that **we** do not offer insurance to anyone which is in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United Kingdom. However, if **we** have done this unintentionally **you** should consider that, regardless of what the policy says, **we** do not provide any insurance, nor will **we** pay any **claim** or provide any benefit if doing so would constitute a breach of any sanction.

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid directly to the appropriate authority.

Law applicable

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Index linking

We may increase **your contents sum insured** when **your** policy is due for renewal in line with the Retail Price Index or another suitable index if this is not available.

This does not apply to **personal possessions**, pedal cycles or any items specified in **your schedule**. **We** will not reduce the **contents sum insured** if the relevant index falls.

Consumer Insurance Act

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew your policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full. If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

Data protection and privacy statements

Lifesure, the **underwriter**, and other companies related to this insurance may use the personal and business details **you** have given **us** to: provide **you** with a quotation; deal with **your** policy; search credit reference and fraud agencies who may keep a record of the search; share with other insurance organisations to help offset risks, help administer **your** policy and to handle claims and prevent fraud; support the development of **our** business by including **your** details in compliance business reviews which may be carried out by third parties acting on **our** behalf.

We may need to collect 'special category data' relating to **insured persons**, which under the EU General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA 2018), includes information relating to health and data about criminal convictions or offences. Special category data may be required for the purpose of evaluating the risk or administering claims. **We** will ensure that **we** have explicit consent from the **insured persons** for processing this type of information.

Personal data may be transferred to countries outside the EEA. All data will be held securely and handled in accordance with the principles of applicable data protection laws.

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. **Your** rights are outlined in full in **Lifesure's** data privacy notice, which can be accessed at: **Lifesure.co.uk/privacy**. Should **you** need to contact **Lifesure's** Data Protection Officer, please email: dpo@lifesure.co.uk

In respect of Part 1 (**Park Home Buildings**), Part 2 (**Park Home Contents**) and Part 3 (**Personal Possessions**): AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at axa.co.uk/privacy-policy.

In respect of Part 4 (**Family Legal Expenses**), the following Privacy Notice applies.

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website **www.arag.co.uk**.

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.

For details of the privacy policy for Part 5 (**Home Emergency Insurance**), please refer to **your** policy **schedule**.

If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy.



AXA Insurance UK plc

Your park home insurance has been arranged in agreement with AXA Insurance UK plc. Part of the AXA Group, a worldwide leader in financial services, they have a long and distinguished history protecting families and their possessions for nearly 300 years.

In the UK and Ireland alone, AXA provide insurance for 10.5 million customers. Their reputation and size means that you can be confident of great cover from an insurer with the financial security to pay for any claims.

We're proud to work with one of the largest insurers in the UK. Your park home is in safe hands with a partner that offers the excellent levels of customer service that we expect for you.

