

# YOUR POLICY DOCUMENT



Park Home

Freephone: 0800 614 849

[www.coastinsurance.co.uk](http://www.coastinsurance.co.uk)



Coast, originally Park Home Insurance Services Ltd, was established in 1994 to provide insurance cover for park homes. Coast conducts its business from the United Kingdom and is based in Wadhurst, East Sussex. It is a family run business which aims to give a personal friendly service.

### **Introduction**

It is important that **you** read the policy to ensure that it provides the cover **you** require. If there is anything in it that **you** are unsure about, please contact:

Coast, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Tel: 01892 784059 e-mail: [info@coastinsurance.co.uk](mailto:info@coastinsurance.co.uk)

The Park Home, Contents and Personal Possessions section of this policy is underwritten by Zurich Insurance plc.

The Family Legal Solutions section of this policy is provided by ARAG plc.

The Family Legal Solutions insurance is underwritten by Brit Syndicate 2987 at Lloyd's.

### **Your Cancellation Rights**

If **you** decide that **you** do not want to accept the policy (or any future renewal of the policy by **us**) tell **us** of **your** decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no **Claims** have been made **we** will refund the premium **you** have paid. If a **Claim** is made we will charge **you** for the days **we** have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium **you** have paid. No refund is payable for the part of the premium applicable to the insurance under the Family Legal Solutions section or the administration charge after the initial 14 days.

**Our** aim is always to give **you** the highest level of service but should **you** at any time become dissatisfied with **our** service the complaints procedure on page one of the booklet explains how **you** can let **us** know.

**We** look forward to providing **you** with the highest level of service and security for many years to come.

### **Details of our Regulator**

Zurich Insurance plc is authorised and regulated by the Financial Conduct Authority. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at [www.fca.org.uk](http://www.fca.org.uk) or the Financial Conduct Authority can be contacted on **0800 111 6768**.

### **Compensation**

Zurich Insurance plc is covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on **0800 678 1100**.

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## COMPLAINTS PROCEDURE

(Park Home, Contents & Personal Possessions Section)

### Our Commitment to Customer Service

We value the opportunity to look into any concerns you may have with the service we've provided and we're committed to dealing with all complaints fairly, consistently and promptly.

### Who to Contact in the First Instance

Many concerns can be resolved straight away, therefore, in the first instance, please get in touch with your usual contact at Zurich or your broker as they will generally be able to provide you with an immediate response to your satisfaction.

Contact details are provided on correspondence that Zurich or our representatives have sent to you. You will find them:

- on your welcome or renewal letter pack
- on claim acknowledgement letters
- or the 'Making a Claim' section of this policy

If we cannot resolve your complaint straight away, we will aim to resolve your concerns as soon as possible and we will keep you informed of progress whilst our enquiries are continuing.

The majority of complaints we receive that are not resolved straight away are resolved within four weeks of receipt.

If your complaint is wholly or partly about the service of one of our third party providers, we will ensure it is forwarded to them promptly and let you know who is dealing with each aspect of your complaint.

### Complaint Procedure Leaflet

A leaflet containing full details of our complaint procedure will be provided during the complaint handling process and is available on request.

### The Financial Ombudsman Service (FOS)

If we are unable to resolve your complaint to your satisfaction within eight weeks, or if you remain dissatisfied following receipt of our final response letter, you can ask the FOS to formally review your case. You must contact the FOS within six months of our final response. The FOS contact details are as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

You can telephone for free on **08000 234 567** for people phoning from a "fixed line" (for example landline at home) **0300 123 9123** for mobile phone users who pay a monthly charge for calls starting 01 or 02, or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

This is a free and impartial service and will not affect your legal rights. You are entitled to contact the FOS at any stage of your complaint.

**TELEPHONE HELPLINE SERVICES**  
(Park Home, Contents & Personal Possessions Section)

**Zuricare Assistance**

Should **you** be unfortunate enough at any time to suffer a domestic emergency such as a broken window, burst pipe or the aftermath of a storm, a phone call to Zuricare Assistance can provide **you** with immediate access to a large network of professional tradesmen within **your** local area.

**Important**

Tradesmen sent out to **your Home** by Zuricare Assistance have no authority to advise on what is, or is not, covered by **your** policy. **You** will be expected to pay the tradesman for work undertaken but if the damage is covered by **your** policy, Zurich will reimburse **you** for the cost, less of course any policy **Excess** that may apply.

**Emergency Assistance 0845 712 5220**

Lines are open 24 hours a day. Please only use this number if **you** require the assistance of a tradesman.

Please note that in the event of extreme weather conditions, it may prove difficult to meet **our** usual speed of response. In these circumstances, **we** would ask for **your** patience.

## **PARK HOME INSURANCE POLICY - IMPORTANT NOTICE**

**(Park Home, Contents & Personal Possessions Section)**

This policy is an agreement between **you** (the person shown in **your Schedule** as the insured) and **us** (Zurich Insurance plc). It is based on the information **you** gave in a proposal form or a statement of facts and **your** agreement to pay the premium.

**You** must read this policy together with **your Schedule** and any specifications or **Endorsements** as one contract. Please read all of them to make sure that they provide the cover **you** asked for. If they do not, please contact Coast as soon as possible.

**We** will insure **you** against loss, damage or legal liability which may occur during the **Period of Insurance** in accordance with the Sections specified in the **Schedule** subject to the exclusions, conditions and **Endorsements** of the Policy in return for payment by **you** of the premium.

Almost certainly **your** needs will change. If they do please let Coast know so that they can send **you** an updated **Schedule** each time there is an alteration to the cover **you** have chosen.

**Your** policy is governed by the law that applies to where **you** reside within the United Kingdom. If there is any disagreement about which law applies, English law will apply. Unless agreed otherwise, **we** will communicate to **you** in English.

## DEFINITIONS (Park Home, Contents & Personal Possessions Section)

The definitions given for the following words or expressions will apply wherever they appear in the **Schedule** or **Endorsements**. They also apply wherever they appear in the Policy.

<b>Accidental Damage</b>	Unexpected and unintended damage caused by sudden and external means.
<b>Buildings</b>	<p>The structure of the park <b>Home</b>, its permanent fixtures and fittings and decorative finishes, foundation slab, patios, terraces, hard sports courts, sunken swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, paths, drives, walls, gates, fences, railings and lampposts all contained on or within or forming the boundaries of the land at the address specified in the <b>Schedule</b> EXCLUDING: satellite television receiving equipment, television or radio aerials, aerial fittings, aerial masts or plinths.</p>
<b>Claim</b>	A single loss or series of losses arising from one event for which insurance is provided by this Policy.
<b>Claim Payment</b>	<p>The amount <b>we</b> agree to pay for a <b>Claim</b>. <b>We</b> have discretion following a <b>Claim</b> to make payment in cash or effect necessary repair, replacement or reinstatement.</p> <p>The maximum amount <b>we</b> will pay for a <b>Claim</b> is the <b>Sum Insured</b> shown in the <b>Schedule</b> plus <b>Index-Linked</b> increases less the amount of any <b>Excess</b> or, if there is a specific amount stated in the Policy as the limit of what <b>we</b> will pay, <b>we</b> will not pay more than that limit.</p>
<b>Contents</b>	<p>Household goods and appliances, furniture and furnishings, <b>Money</b> up to £500, and any other property belonging to or the responsibility of <b>you</b> or a member of the <b>Family</b> and tenants' fixtures and fittings.</p> <p>EXCLUDING:</p> <ul style="list-style-type: none"><li>a) <b>Motor Vehicles</b>, caravans, trailers, watercraft, boats, canoes, sailboards, surfboards, hovercraft, aircraft and their parts and accessories,</li><li>b) living creatures, livestock and pets,</li><li>c) trees, bushes or plants of any kind other than houseplants normally kept in the living accommodation of the <b>Home</b>,</li><li>d) the structure, permanent fixtures and fittings and decorative finishes of the <b>Home</b>,</li><li>e) plans, drawings, deeds, documents, securities or certificates of any kind which are not defined as <b>Money</b>,</li><li>f) cookers, hobs or other cooking equipment or electrical appliances forming part of permanently fitted units,</li><li>g) property held or used wholly or partly for business or professional purposes,</li><li>h) property more specifically insured either elsewhere in this Policy or on any other policy of insurance.</li></ul>



<b>Credit Card</b>	Credit, debit, cheque guarantee, charge, bankers and cash dispenser cards held or used by <b>you</b> or the <b>Family</b> .						
<b>Endorsement</b>	A variation in the terms of this Policy.						
<b>Excess</b>	An amount deducted from a <b>Claim Payment</b> . The amount of any <b>Excess</b> is stated in this Policy or in the <b>Schedule</b> .						
<b>Family</b>	<b>You</b> and <b>your</b> spouse or domestic partner, children, parents, relatives and other persons, all permanently living in the <b>Home</b> .						
<b>Home</b>	The structure comprising <b>your</b> living accommodation and, provided they are situated on or within the boundaries of the land of the address shown in the <b>Schedule</b> , <b>your</b> garages, domestic greenhouses (up to 100 sq. ft. floor area), small outbuildings and sheds unless specified otherwise on the <b>Schedule</b> .						
<b>Index-Linked</b>	<p>The <b>Sum Insured</b> stated on the <b>Schedule</b> will be adjusted monthly in line with the indices shown below. If the variation in an index is a reduction we will not reduce the <b>Sum Insured</b> unless <b>you</b> tell <b>us</b> in writing to do so.</p> <table> <tr> <td>Section 1 Buildings</td><td>The House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors</td></tr> <tr> <td>Section 2 Contents</td><td>The Durable Household Goods Section of the General Index of Retail Prices</td></tr> <tr> <td>Section 3 Personal Possessions</td><td>The <b>Sums Insured</b> under this Section will not be <b>Index-Linked</b></td></tr> </table> <p>At each renewal the premium will be calculated on the adjusted <b>Sums Insured</b>.</p> <p>Where <b>we</b> specify in this Policy a monetary amount up to which <b>we</b> will pay for a <b>Claim</b> such specific monetary amounts are not <b>Index-Linked</b>.</p>	Section 1 Buildings	The House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors	Section 2 Contents	The Durable Household Goods Section of the General Index of Retail Prices	Section 3 Personal Possessions	The <b>Sums Insured</b> under this Section will not be <b>Index-Linked</b>
Section 1 Buildings	The House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors						
Section 2 Contents	The Durable Household Goods Section of the General Index of Retail Prices						
Section 3 Personal Possessions	The <b>Sums Insured</b> under this Section will not be <b>Index-Linked</b>						
<b>Money</b>	Cash, currency, bank notes or coins, cheques, travellers' cheques, postal and money orders, unused postage stamps, savings certificates, bonds and premium bonds, trading stamps, savings stamps, accumulated credits for retail loyalty schemes, luncheon vouchers, gift vouchers, travel, theatre, sporting event or similar tickets held by <b>you</b> or the <b>Family</b> solely for private purposes.						
<b>Motor Vehicles</b>	<p>Any electrically or mechanically or power driven or power assisted vehicle, toy or model other than:</p> <ol style="list-style-type: none"> <li>pedestrian controlled toys or models,</li> <li>pedestrian controlled golf trolleys,</li> <li>garden implements and equipment used by <b>you</b> or the <b>Family</b> within the boundaries of the land of <b>your Home</b>.</li> </ol>						

<b>Musical Instruments</b>	Musical instruments, electrical or electronic or mechanical equipment designed or intended to produce, whether in conjunction with <b>Musical Instruments</b> or otherwise, sound of a musical nature.
<b>Overseas Travel</b>	Temporary absence from the <b>Home</b> outside the <b>United Kingdom</b> for up to 60 days in any one <b>Period of Insurance</b> .
<b>Period of Insurance</b>	The period stated in the <b>Schedule</b> for which <b>we</b> agree to accept and <b>you</b> have paid or agreed to pay the premium.
<b>Schedule</b>	<b>Your</b> name and address, details of the insurance by this Policy, the <b>Period of Insurance</b> and the Sections of the Policy which are in force and any <b>Endorsements</b> which apply. The <b>Schedule</b> is part of the Policy.
<b>Sum Insured</b>	<p>The <b>Sum Insured</b> as shown on the <b>Schedule</b> together with any adjustment for <b>Index-Linking</b> (where applicable) is the most <b>we</b> will pay for any one <b>Claim</b>. However, if a specific limit applies (as detailed in this Policy) <b>we</b> shall not pay more than that specific limit.</p> <p>The <b>Sum Insured</b> under Section 1 <b>Buildings</b> must be adequate to rebuild the whole of the <b>Buildings</b> in a new condition similar in form, size and style including the cost of professional fees, site clearance costs and costs incurred because of the requirements of local authorities or other statutory organisations.</p> <p>The <b>Sums Insured</b> under each of Section 2 Contents and Section 3 Personal Possessions must be adequate to replace all of the insured items taking into account the Basis of Settlement described at the beginning of each of the Sections.</p>
<b>United Kingdom</b>	Great Britain (ie. England, Scotland, Wales, the Isle of Man and the Channel Islands) and Northern Ireland.
<b>Unfurnished</b>	Left insufficiently furnished for full habitation for more than 60 consecutive days.
<b>Unoccupied</b>	Not lived in by <b>you</b> , or by any other person authorised by <b>you</b> , for more than 60 consecutive days.
<b>Unspecified Items</b>	Articles composed of precious metals or incorporating precious stones, jewellery, furs, watches, photographic or video equipment, binoculars, wearing apparel and other articles normally worn, used or carried.
<b>Valuables</b>	Any article composed of precious metals or incorporating precious stones, jewellery, furs, watches, works of art, antiques, curios, collections of stamps or coins or medals.
<b>we/us/our</b>	Zurich Insurance plc.
<b>you/your</b>	The person(s) named in the <b>Schedule</b> as the Insured.

## SECTION 1

## BUILDINGS

The **Sum Insured** stated in the **Schedule** is **Index-Linked** and will not be reduced by the amount of any **Claim Payment**.

### Basis of Claim Settlement

1. The **Sum Insured** must be adequate to pay for the full cost of rebuilding the whole of the **Buildings** in a new condition similar in form, size and style including the cost of expenses listed under Extension D of this Section.
2. If the **Sum Insured** is sufficient to pay for the cost of rebuilding as stated in 1. above and the **Buildings** have been maintained in good repair we will, at our option, pay the cost of repairing, reinstating or rebuilding that part of the **Buildings** which has been damaged or destroyed by an Insured Peril.
3. If the **Sum Insured** is not sufficient to pay for the full cost of rebuilding as stated in 1. above, any **Claim Payment** will be reduced by the proportion which the **Sum Insured** bears to the full cost of rebuilding the whole of the **Buildings**.
4. We will not pay more for each **Claim** arising out of Insured Perils 1 to 17 or Extensions A or B than the **Sum Insured** on **Buildings** shown in the **Schedule** plus **Index-Linked** increases less the amount of any **Excess**.
5. We will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design, when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
6. **Excess - you** must pay the first £50 in respect of each and every **Claim** arising out of Insured perils 1 to 15 and 17, or £100 for each and every **Claim** arising out of Insured Peril 16. If we and you have agreed on different **Excesses** details are shown on the **Schedule**.

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<p>We will pay for loss of or damage to the <b>Buildings</b> caused by the following Insured Perils:</p> <p><b>Insured Perils:</b></p>	<p>i) The amount of the <b>Excess</b> shown in the Policy or on the <b>Schedule</b>.</p> <p>ii) Damage by wet or dry rot arising from any cause.</p>
1. Fire.	-
2. Explosion.	-
3. Smoke.	3. Loss or damage by any gradually operating cause.
4. Lightning and thunderbolt.	-
5. Earthquake.	-
6. Subterranean fire.	-

Section 1 Buildings - continued

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
7. Theft or attempted theft.	7. Loss or damage: i) while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> , ii) caused by a member of the <b>Family</b> .
8. Riot, civil commotion, strikes, labour and political disturbances.	-
9. Vandalism and acts of malicious persons.	9. Loss or damage: i) caused by any person lawfully in the <b>Home</b> , ii) while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .
10. Escape of water or oil from: a) fixed tanks, apparatus (including washing machines) or pipes and damage to such items by freezing,  b) fixed domestic oil-fired heating installation, pipes or apparatus.	10. a) Loss or damage: i) to the apparatus (including washing machines), installation or pipes themselves if caused by wear and tear, ii) while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> . b) Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .
11. Storm or flood.	11. Loss or damage: i) to gates, fences, hedges or hard sports courts and ancillary equipment, ii) by frost, subsidence, landslip or heave, iii) due to any gradually operating cause.
12. Falling trees or branches.	12. Loss or damage: i) to gates, fences or hedges, ii) resulting from felling or lopping of trees by <b>you</b> , the <b>Family</b> , or on <b>your</b> behalf.
12. Impact with the <b>Buildings</b> by any vehicle, animal or by articles dropped or falling from them.	13. Loss or damage caused by insects, vermin, birds or domestic pets.
14. Impact with the <b>Buildings</b> by any aircraft or by articles dropped or falling from them.	-

Section 1 Buildings - continued

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<p><b>Insured Perils:</b></p> <p>15. Breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.</p>	<p>15. Loss or damage to the equipment itself.</p>
<p>16. Subsidence or heave of the site on which the <b>Buildings</b> stand, or landslip.</p>	<p>16.</p> <ul style="list-style-type: none"> <li>i) Damage to or resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the <b>Home</b> are damaged at the same time by the same cause.</li> <li>ii) Loss or damage: <ul style="list-style-type: none"> <li>a) caused by or resulting from coastal or river erosion,</li> <li>b) caused by the bedding down of new <b>Buildings</b>,</li> <li>c) caused by or resulting from the settlement of newly made up ground,</li> <li>d) resulting from normal settlement, shrinkage or expansion,</li> <li>e) due to demolition, structural alteration or structural repair.</li> </ul> </li> <li>iii) Loss or damage to patios, terraces, hard sports courts, sunken swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, paths, drives, walls, gates, fences, railings and lampposts unless the <b>Home</b> is damaged at the same time by the same cause.</li> </ul>
<p>17. <b>Accidental Damage.</b></p>	<p>17. Damage:</p> <ul style="list-style-type: none"> <li>i) caused by or arising from frost, damp, corrosion, rust, wet or dry rot, fungus, insects, vermin, woodworm,</li> </ul>

Section 1 Buildings - continued

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<b>Insured Perils:</b> <b>17. Accidental Damage.</b> (continued)	<p>domestic pets, wear and tear, or any gradually operating cause,</p> <p>a) deliberate acts by <b>you</b> or the <b>Family</b>,</p> <p>b) the cost of maintenance and normal redecoration or repair work or replacing electrical or mechanical equipment following its breakdown or misuse,</p> <p>c) faulty workmanship, defective design or the use of defective materials.</p> <p>i) occurring while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b>,</p> <p>ii) occurring while the <b>Home</b> or any part of it is lent, let or sub-let,</p> <p>iii) caused by or arising from Insured Perils No. 1 to 16 inclusive above or insured by Extensions A or B to this Section,</p> <p>iv) specifically excluded under Insured Perils No. 1 to 16 above or Extensions A or B to this Section.</p>

**EXTENSIONS APPLYING TO SECTION 1 - BUILDINGS**

In addition to Standard or Extended cover **you** are also insured for the following:

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>A</b> <b>Glass and Sanitary Fixtures</b>	<p>We will pay the cost of replacement or repair following <b>Accidental Damage</b> to:</p> <ol style="list-style-type: none"> <li>fixed glass (including double glazing) in windows, doors, fanlights and skylights forming part of the <b>Home</b>,</li> <li>sanitary fixtures in the <b>Home</b>,</li> <li>ceramic hobs in the <b>Home</b> forming part of permanently fitted units.</li> </ol>	<p>i) Loss or damage occurring while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b>.</p> <p>ii) The amount of the <b>Excess</b>.</p> <p>iii) Any amount exceeding the <b>Sum Insured</b> on the <b>Buildings</b>.</p>
<b>B</b> <b>Underground Services</b>	<p>We will pay the cost of repair following <b>Accidental Damage</b> to underground service pipes or cables for which <b>you</b></p>	<p>i) Any costs incurred in clearing a blockage.</p> <p>ii) Any costs incurred for any damage</p>

**Section 1 Buildings - continued**

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>B</b> <b>Underground Services</b> (continued)	are legally responsible providing services to or from the <b>Home</b> .	caused to service pipes or cables whilst clearing or attempting to clear a blockage. iii) The amount of the <b>Excess</b> . iv) Any amount exceeding the <b>Sum Insured</b> on the <b>Buildings</b> .
<b>C</b> <b>Alternative Accommodation and/or Loss of Rent</b>	While the <b>Home</b> remains uninhabitable as a result of loss or damage insured under this Section <b>we</b> will pay <b>you</b> for: 1. the cost of reasonable alternative accommodation if this is necessary for <b>you</b> , the <b>Family</b> , <b>your</b> domestic pets and <b>your</b> resident domestic employees, 2. loss of rent due to <b>you</b> , 3. up to two years ground rent if <b>you</b> continue to be liable to pay it. The most <b>we</b> will pay under this Extension shall not exceed 20% of the <b>Sum Insured</b> on <b>Buildings</b> each <b>Claim</b> .	i) Cost or rent incurred without <b>our</b> prior agreement.
<b>D</b> <b>Professional Fees and Other Costs</b>	Following loss or damage due to an Insured Peril <b>we</b> will pay for, provided <b>our</b> prior agreement has been obtained: 1. architects', surveyors', legal and other fees necessary to repair or rebuild the <b>Buildings</b> , 2. the cost of making the <b>Buildings</b> safe, removal of debris and clearing the site, 3. the additional costs of rebuilding or repair arising from compliance with government or local authority requirements.	i) Any costs incurred in preparing a <b>Claim</b> under this Policy. ii) Costs arising under a notice served by the government or local authority prior to the loss or damage.
<b>E</b> <b>Contracting Buyer</b>	When <b>you</b> have contracted to sell the <b>Home</b> the purchaser will have the benefit of cover under the terms of this Section in respect of loss or damage occurring between the period of exchange of contracts and completion of the sale of the <b>Home</b> .	i) Loss or damage insured under any other policy. ii) Any amount payable under Extension C - Alternative Accommodation and/or loss of Rent.

**Section 1 Buildings - continued**

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>F</b> <b>Property Owner's Liability</b>	<p><b>We</b> will pay damages and claimants' costs and expenses for which <b>you</b> are legally liable in respect of accidents occurring during the <b>Period of Insurance</b> resulting in death of, or bodily injury to, any person or loss of or damage to property arising:</p> <ul style="list-style-type: none"> <li>i) solely from ownership (not occupation) of the <b>Buildings</b> and their land,</li> <li>ii) under Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order, 1975 in respect of any private house or flat which <b>you</b> previously owned and occupied.</li> </ul> <p>In addition, the insurance provided in respect of liability arising by virtue of Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order, 1975 will continue for a period of seven years from the date of cancellation of this Policy in respect of the <b>Buildings</b> insured at the date of cancellation. The total amount payable in respect of each <b>Claim</b> is limited to £2,000,000. In addition <b>we</b> will pay defence costs and expenses incurred with <b>our</b> written consent. In the event of <b>your</b> death, we will indemnify <b>your</b> legal personal representatives under the terms of this Extension in respect of liability incurred by <b>you</b>.</p>	<p>Liability:</p> <ul style="list-style-type: none"> <li>i) for death of or bodily injury to a member of the <b>Family</b>,</li> <li>ii) for death of or bodily injury to any person employed by a member of the <b>Family</b> where death, or injury arises out of and in the course of such employment,</li> <li>iii) for damage to property belonging to or under the control of <b>you</b> or a member of the <b>Family</b> or a person employed by a member of the <b>Family</b>,</li> <li>iv) arising out of any business or profession or the use of lifts or <b>Motor Vehicles</b>,</li> <li>v) arising from a contract, whether written or not, which imposes a liability which <b>you</b> or any member of the <b>Family</b> would not otherwise have been under,</li> <li>vi) under Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order, 1975 where a more recently effected or current policy covers the liability.</li> </ul>
<b>G</b> <b>Stolen Keys</b>	<p>If the keys to the locks of the external doors of the living accommodation are stolen, <b>we</b> will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each <b>Claim</b>.</p> <p>The most <b>we</b> will pay under this Extension and Extension E of Section 2 is £300 in total each <b>Claim</b>.</p>	<ul style="list-style-type: none"> <li>i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.</li> </ul>



**SECTION 2****CONTENTS**

The **Sum Insured** stated in the **Schedule** is **Index-Linked** and will not be reduced by the amount of any **Claim Payment**.

**Basis of Claim Settlement**

1. The **Sum Insured** must be adequate to pay for the full cost of replacing all the **Contents** in a new condition (after making an allowance for wear and tear and depreciation on articles of clothing and household linen).
2. If the **Sum Insured** is sufficient to pay for the full cost of replacing **your Contents** as stated in 1. above **we** will pay for the cost of repair or, where the **Contents** are lost or damaged beyond repair, **we** will, at **our** option, replace them or pay for the cost of replacing them in the same form and style as new with no deduction for wear and tear or depreciation. However, a deduction for wear and tear and depreciation will be made for clothing and household linen.
3. If the **Sum Insured** is not sufficient to pay for the full cost of replacing **your Contents** as stated in 1. above, any **Claim Payment** will be reduced by the proportion which the **Sum Insured** bears to the full cost of replacing all **your Contents**.
4. **We** will not pay more for each **Claim** arising out of Insured Perils 1 to 17 or Extensions C, D or Q than the **Sum Insured** shown on the **Schedule** nor more than the specific amounts stated in the Extensions to this Section.
5. **We** will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
6. Under this Section **we** will not pay more than:
  - a) the **Sum Insured** for **Contents** nor more than the amounts stated as specific inner limits in B, C and D below,
  - b) limit for any one **Valuable** - 10% of the **Sum Insured** for **Contents** or £1000, whichever is the less, unless specifically detailed on the **Schedule**,
  - c) limit for **Valuables** in total - 40% of the **Sum Insured** for **Contents**, unless specifically detailed on the **Schedule**,
  - d) limit for **Money** - £500.

If **we** and **you** have agreed on limits other than those stated in B, C and D above such other limits are shown on **your Schedule**.
7. **Excess** - **you** must pay the first £50 in respect of each and every **Claim** arising out of Insured Perils 1 to 17. If **we** and **you** have agreed on different **Excesses** details are shown on the **Schedule**.

**STANDARD COVER**

**We** will pay for loss of or damage to the **Contents** in the **Home** caused by the following Insured Perils:

**EXCLUSIONS (see also General Exclusions)**

The amount of the **Excess** shown in the Policy or on the **Schedule**.

- i) Damage by wet or dry rot arising from any cause.
- ii) Loss of or damage to **Contents** in detached garages, sheds or out buildings other than as provided in Extension Q.

**Section 2 Contents - continued**

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<b>Insured Perils:</b>	-
1. Fire.	-
2. Explosion.	-
3. Smoke.	3. Loss or damage by any gradually operating cause.
4. Lightning and thunderbolt.	-
5. Earthquake.	-
6. Subterranean fire.	-
7. Theft or attempted theft.	7. Loss or damage: i) while the home is <b>Unfurnished</b> or <b>Unoccupied</b> , ii) occurring while the <b>Home</b> or any part of it is lent, let or sub-let unless entry or exit is obtained by forcible and violent means, iii) caused by a member of the <b>Family</b> .
8. Riot, civil commotion, strikes, labour and political disturbances.	-
9. Vandalism and acts of malicious persons.	9. Loss or damage: i) caused by any person lawfully in the <b>Home</b> , ii) while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .
10. Escape of water or oil from: a) fixed tanks, apparatus (including washing machines) or pipes and damage to such items by freezing, b) fixed domestic oil-fired heating installation, pipes or apparatus.	10. a) i) Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .  b) i) Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> . ii) Loss of the oil itself (see Extension G).

(continued on next page)

**Section 2 Contents - continued**

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<b>Insured Perils:</b> 11. Storm or flood.	11. Loss or damage: i) to property not inside the <b>Home</b> , ii) by frost, iii) due to any gradually operating cause.
12. Falling trees or branches.	12. Loss or damage resulting from felling or lopping of trees by <b>you</b> , the <b>Family</b> or on <b>your</b> behalf.
13. Impact by any vehicle, animal or by articles dropped or falling from them.	13. Loss or damage caused by insects, vermin, birds or domestic pets.
14. Impact by any aircraft or by articles dropped or falling from them.	-
15. Breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.	-
16. Subsidence or heave of the site on which the <b>Buildings</b> stand, or landslip.	16. Loss or damage caused by or resulting from coastal or river erosion.
17. <b>Accidental Damage.</b>	17. Damage: i) Caused by or arising from: a) frost, damp, corrosion, rust, wet or dry rot, fungus, insects, vermin, woodworm, domestic pets, wear and tear, or any gradually operating cause, b) deliberate acts by <b>you</b> or the <b>Family</b> , c) the cost of repairing or replacing electrical or mechanical equipment following its breakdown or misuse,

(continued on next page)

## Section 2 Contents - continued

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<b>Insured Perils:</b> <b>17. Accidental Damage.</b> (continued)	<ul style="list-style-type: none"> <li>d) faulty workmanship, defective design or the use of defective materials,</li> <li>e) any process of cleaning, dyeing, repair, renovation or alteration,</li> <li>ii) occurring while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b>,</li> <li>iii) occurring while the <b>Home</b> or any part of it is lent, let or sub-let, caused by or arising from Insured Perils 1 to 16 inclusive above or insured by Extensions C, D, E, F or H to this Section,</li> <li>iv) specifically excluded under Insured Perils 1 to 16 inclusive above or Extensions C, D, E, F or H to this Section,</li> <li>vi) to clothing or contact lenses,</li> <li>vii) to domestic pets or livestock.</li> </ul>

## EXTENSIONS APPLYING TO SECTION 2 - CONTENTS

In addition to Standard or Extended cover you are also insured for the following:

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>A</b> Contents in the Open	<p>We will pay for <b>your Contents</b> if they are lost or damaged by any of the Insured Perils 1 to 10 and 12 to 16 of this Section while they are in the open within the boundaries of the land of the <b>Home</b>.</p> <p>The most we will pay under this Extension is £500 in total each <b>Claim</b>.</p>	<ul style="list-style-type: none"> <li>i) Loss of or damage to <b>Money</b>.</li> <li>ii) Loss or damage during the course of a permanent removal to or from the <b>Home</b> other than whilst in the process of loading onto or unloading from a vehicle.</li> <li>iii) Loss or damage caused by storm or flood.</li> <li>iv) Loss or damage specifically excluded under Insured Perils 1 to 10 and 12 to 16 in this Section.</li> <li>v) Loss or damage occurring while the <b>Home</b> is <b>Unoccupied</b>.</li> <li>vi) The amount of the <b>Excess</b>.</li> </ul>
<b>B</b> Contents Temporarily Removed	<p>We will pay for <b>your Contents</b> if, whilst they are temporarily removed from the <b>Home</b> to anywhere within the <b>United Kingdom</b>, they are lost or damaged by any of Insured Perils 1 to 6 or 8 to 16 of</p>	<ul style="list-style-type: none"> <li>i) Loss or damage to <b>Contents</b>: <ul style="list-style-type: none"> <li>a) removed for sale or exhibition or in a furniture depository,</li> <li>b) in the open caused by or arising from storm or flood,</li> </ul> </li> </ul>

(continued on next page)

Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>B Contents Temporarily Removed (continued)</b>	<p>this Section. In addition <b>we</b> will pay for loss of or damage to <b>your Contents</b> caused by or arising from theft or attempted theft while they are in:</p> <ul style="list-style-type: none"> <li>i) any bank or safe deposit or in the course of removal to or from any bank or safe deposit by <b>you</b> or a member of the <b>Family</b>,</li> <li>ii) an occupied private house or flat,</li> <li>iii) any building where <b>you</b> or a member of the <b>Family</b> are employed or engaged in business,</li> <li>iv) any other building provided forcible and violent means of entry or exit are used. The most <b>we</b> will pay under this Extension is £5,000 any one <b>Claim</b>.</li> </ul>	<ul style="list-style-type: none"> <li>c) removed from the <b>Home</b> and belonging to or the responsibility of any student member of the <b>Family</b> who is living away from the <b>Home</b>.</li> <li>ii) Theft of <b>Money</b> from any building where <b>you</b> or a member of the <b>Family</b> are employed or engaged in business.</li> <li>iii) The amount of the <b>Excess</b>.</li> </ul>
<b>C Mirrors and Glass</b>	<p><b>We</b> will pay for loss of or damage to mirrors, glass tops, fixed glass in furniture and ceramic hobs in free standing appliances following <b>Accidental Damage</b>. The most <b>we</b> will pay under this Extension shall not exceed the <b>Sum Insured on Contents</b>.</p>	<ul style="list-style-type: none"> <li>i) Loss or damage while the <b>Home</b> is <b>Unoccupied</b>.</li> <li>ii) The amount of the <b>Excess</b>.</li> </ul>
<b>D Home Entertainment and Computer Equipment</b>	<p><b>We</b> will pay for loss of or damage to <b>your</b> own, or for which <b>you</b> or a member of the <b>Family</b> are legally responsible, television and audio equipment, video players and recorders, computer equipment (used solely for domestic purposes) when in the <b>Home</b>, and television aerials and satellite television receiving aerials and equipment caused by <b>Accidental Damage</b>. The most <b>we</b> will pay under this Extension shall not exceed the <b>Sum Insured on Contents</b>.</p>	<ul style="list-style-type: none"> <li>i) Mechanical or electrical failure, wear and tear.</li> <li>ii) Any process of maintenance, repair, erection, dismantling, construction or cleaning.</li> <li>iii) Damage to records, discs, tapes, cassettes, cartridges or computer software.</li> <li>iv) Loss or damage caused by domestic pets, vermin or insects.</li> <li>v) Loss or damage while the <b>Home</b> is lent, let or sub-let or <b>Unoccupied</b>.</li> <li>vi) Loss arising from removal by the owner with or without <b>your</b> consent.</li> <li>vii) Loss or damage caused by or arising from Insured Perils 1 to 16 in this Section.</li> <li>viii) Loss or damage specifically excluded under Insured Perils 1 to 16 in this Section.</li> <li>ix) The amount of the <b>Excess</b>.</li> </ul>

Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>E Stolen Keys</b>	If the keys to the locks of the external doors of the living accommodation are stolen, <b>we</b> will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each <b>Claim</b> . The most <b>we</b> will pay under this Extension and Extension G of Section 1 is £300 in total each <b>Claim</b> .	i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.
<b>F Alternative Accommodation and/or Loss of Rent</b>	While the <b>Home</b> remains uninhabitable as a result of loss or damage insured under this Section <b>we</b> will pay for: i) the cost of reasonable alternative accommodation if this is necessary for <b>you</b> , the <b>Family</b> , <b>your</b> domestic pets and <b>your</b> resident domestic employees, ii) rent which you still have to pay. The most <b>we</b> will pay under this Extension shall not exceed 20% of the <b>Sum Insured</b> on <b>Contents</b> .	i) Cost incurred or rent payable without <b>our</b> prior consent.
<b>G Oil and Water</b>	<b>We</b> will pay for loss of: i) oil from a domestic heating installation, ii) metered water, resulting from an event constituting a valid <b>Claim</b> arising from Insured Perils 1 to 17 in this Section. The most <b>we</b> will pay under this Extension is £1,000 each <b>Claim</b> .	i) Loss of oil or water caused by gradual leakage or evaporation. ii) Loss or damage whilst the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .
<b>H Refrigerated and Frozen Food</b>	<b>We</b> will pay for the cost of replacing food in <b>your</b> domestic refrigerators or freezers in the <b>Home</b> spoiled or damaged as a result of: i) accidental breakdown of the refrigeration or freezer unit, ii) escape from the unit of refrigerant and/or refrigerant fumes, iii) accidental failure of the electricity or gas supply. The most <b>we</b> will pay under this Extension is £1,000 each <b>Claim</b> .	i) Loss or damage: a) caused by the deliberate act of the supply authority or company or as a result of any strike or withdrawal of labour, b) caused by a deliberate act of <b>you</b> or a member of the <b>Family</b> or by <b>your</b> domestic employees, c) loss or damage involving a refrigerant or freezer unit over 15 years old. ii) The amount of the <b>Excess</b> .

Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>I Prams and Wheelchairs</b>	<b>We</b> will pay for loss of or damage to prams and wheelchairs belonging to <b>you</b> or to a member of the <b>Family</b> following <b>Accidental Damage</b> in the <b>United Kingdom</b> or during <b>Overseas Travel</b> . The most <b>we</b> will pay under this Extension is £500 each <b>Claim</b> .	<ul style="list-style-type: none"> <li>i) Mechanical or electrical failure, wear and tear, depreciation or loss of use.</li> <li>ii) Theft of accessories unless stolen with the pram or wheelchair.</li> <li>iii) The amount of the <b>Excess</b>.</li> </ul>
<b>J Liability as Tenant</b>	<p><b>We</b> will pay all sums for which <b>you</b> are legally liable as tenant and not as owner of the <b>Home</b> for:</p> <ul style="list-style-type: none"> <li>i) damage to the <b>Buildings</b> by Insured Perils 1 to 15 of Section 1 Buildings,</li> <li>ii) <b>Accidental Damage</b> to fixed glass including double glazing forming part of the <b>Home</b> and fixed sanitary fittings in the <b>Home</b>,</li> <li>iii) <b>Accidental Damage</b> to drain inspection covers and underground service pipes or cables for which <b>you</b> are legally responsible providing services to or from the <b>Home</b>.</li> </ul> <p>The most <b>we</b> will pay under this Extension is 15% of the <b>Sum Insured</b> on <b>Contents</b> in any one <b>Period of Insurance</b>.</p>	<ul style="list-style-type: none"> <li>i) Loss or damage occurring while the <b>Home</b> is <b>Unoccupied</b>.</li> <li>ii) Loss or damage specifically excluded under Insured Perils 1 to 15 in Section 1 Buildings.</li> <li>iii) The amount of the <b>Excess</b>.</li> </ul>
<b>K Occupier's and Personal Liabilities</b>	<p><b>We</b> will pay for all sums which <b>you</b> or a member of the <b>Family</b> are legally liable to pay in respect of accidents occurring during the <b>Period of Insurance</b> resulting in:</p> <ul style="list-style-type: none"> <li>i) death of, or bodily injury to any person,</li> <li>ii) loss of or damage to property.</li> </ul> <p>The most <b>we</b> will pay under this Extension for any one <b>Claim</b> is:</p> <ul style="list-style-type: none"> <li>a) £2,000,000 other than for death of, or injury to, <b>your</b> domestic employees,</li> <li>b) £10,000,000 in respect of death of, or injury to, <b>your</b> domestic employees for death or injury arising directly out of and in the course of their employment with <b>you</b>.</li> </ul>	<p>Liability:</p> <ul style="list-style-type: none"> <li>i) for death of, or bodily injury to, a member of the <b>Family</b>,</li> <li>ii) for damage to property belonging to or under the control of <b>you</b> or a member of the <b>Family</b> or to a person employed by <b>you</b> or a member of the <b>Family</b>,</li> <li>iii) arising from a contract, whether written or not, which imposes a liability which <b>you</b> or any member of the <b>Family</b> would not otherwise have been under,</li> <li>iv) arising out of any business or profession,</li> <li>v) arising out of the ownership of the <b>Buildings</b> and their land or any other land or premises,</li> <li>vi) arising out of the occupation of</li> </ul>

(continued on next page)

Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>K</b> Occupier's and Personal Liabilities (continued)	<b>We</b> will pay for defence costs and expenses incurred with <b>our</b> written consent in addition to the amount of £2,000,000 stated in a) above but such costs and expenses shall be included within the amount of £10,000,000 stated in b) above. In the event of <b>your</b> death <b>we</b> will indemnify <b>your</b> legal personal representatives under the terms of this Extension in respect of liability incurred by <b>you</b> or a member of the <b>Family</b> .	land or premises other than the <b>Buildings</b> and their land at the address of the <b>Home</b> shown in the <b>Schedule</b> , vii) arising out of the use, ownership or possession of aircraft, hovercraft, watercraft, <b>Motor Vehicles</b> for which a Certificate of Insurance is required under the Road Traffic Act, caravans or lifts, animals of a dangerous species and livestock as defined in the Animals Act, 1971 (other than horses used for private hacking), viii) arising from the transmission of any communicable disease or virus.
<b>L</b> Jury Service	<b>We</b> will pay <b>you</b> or a member of the <b>Family</b> an amount not exceeding £50 per day, for a period not exceeding 20 days, in respect of irrecoverable earnings and expenses arising from service as a juror.	-
<b>M</b> Title Deeds	<b>We</b> will pay for the cost of preparing new title deeds to the <b>Buildings</b> if they are lost or damaged by any of Insured Perils 1 to 16 of this Section when in the <b>Home</b> or in a bank or safe deposit. The most <b>we</b> will pay under this Extension is £500 each <b>Claim</b> .	-
<b>N</b> Fatal Injury	In the event of the death of <b>you</b> and/or <b>your</b> spouse within 30 days of and as a direct result of bodily injury caused in the <b>Home</b> by fire or thieves <b>we</b> will pay £5,000 to the legal representatives of <b>you</b> or <b>your</b> spouse. The most <b>we</b> will pay under this Extension is £10,000.	-
<b>O</b> December and Wedding Gifts Increase	The <b>Sum Insured</b> on <b>Contents</b> is automatically increased by 10%: i) during the month of December, ii) for the period of one month before and one month after and during the	-

(continued on next page)



Section 2 Contents - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<b>O</b> <b>December and Wedding Gifts Increase (continued)</b>	day of the wedding of <b>you</b> or any member of the <b>Family</b> to insure wedding gifts against loss or damage by any of Insured Perils 1 to 16 of this Section when they are in: a) the <b>Home</b> , b) the building where the wedding reception is held, c) the bride and groom's marital residence, d) transit between any of the locations described in a), b) and c) above.	-
<b>P</b> <b>House Removal</b>	<b>We</b> will pay for loss of or damage to <b>your Contents</b> caused by <b>Accidental Damage</b> while in the course of removal from the <b>Home</b> to any new permanent <b>Home</b> within the <b>United Kingdom</b> provided the removal is carried out by professional removal contractors. The most <b>we</b> will pay under this Extension is the <b>Sum Insured</b> on <b>Contents</b> .	i) Loss of <b>Money</b> . ii) Loss or damage to china, glass, earthenware and other items of a brittle nature unless packed for removal by professional packers. iii) Any amount which is the liability of the carrier. iv) The amount of the <b>Excess</b> .
<b>Q</b> <b>Contents stored in Outbuildings</b>	<b>We</b> will pay for loss of or damage to <b>your Contents</b> which are stored or kept in detached garages, sheds or outbuildings at the <b>Home</b> caused by any of Insured Perils 1 to 16 of this Section. The most <b>we</b> will pay under this Extension is £1,000 each <b>Claim</b> .	i) Loss of <b>Money</b> . ii) Loss of or damage to <b>Contents</b> in detached garages, sheds or outbuildings by theft not involving entry or exit by forcible and violent means. iii) Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> . iv) Loss of or damage to <b>Contents</b> stored or kept in greenhouses or in garages, sheds or outbuildings which are not situated within the boundaries of the land of the <b>Home</b> . v) The amount of the <b>Excess</b> .

**SECTION 3****PERSONAL POSSESSIONS**

The cover under this Section applies only if **you** have chosen it as an option and operates only if **you** have paid or agreed to pay the premium for those items for which **Sums Insured** are shown on the **Schedule**.

The **Sums Insured** stated in the **Schedule** are not **Index-Linked**.

**Basis of Claim Settlement**

1. The **Sums Insured** shown on the **Schedule** must be adequate to pay for:
  - I) **Sports Equipment** - the current replacement cost of all such equipment and clothing owned by **you** or the **Family**.
  - II) **Unspecified Items** - the maximum value of **Unspecified Items, Valuables** and clothing that may be at risk at any one time.
  - III) **Specified Items** - the current replacement cost of each Specified **Valuable** or other specified item.
  - IV) **Pedal Cycles** - the current replacement cost of each pedal cycle and its accessories less an allowance for depreciation, wear and tear.
2. For Extensions 1, 2, 3 and 5 if the **Sums Insured** do represent the maximum values or current replacement costs as described in 1.1), II), III) and IV) above the most **we** will pay will be:
  - I) **Sports Equipment** - the cost of repairing or replacing the insured property in the same form and style. However, for items of clothing **we** will make a deduction for depreciation, wear and tear.
  - II) **Unspecified Items** - the cost of repairing or replacing the insured property in the same form and style. However, for items of clothing and household linen **we** will make a deduction for depreciation, wear and tear.
  - III) **Specified Items** - the **Sum Insured** for each item shown in the **Schedule**.
  - IV) **Pedal Cycles** - the **Sum Insured** for each item shown in the **Schedule**.
3. For Extensions 1, 2, 3 and 5 if the **Sums Insured** do not represent the maximum values or current replacement costs as described in 1.1), II), III) and IV) above any **Claim Payment** will be reduced by the proportion which the **Sums Insured** bear to the actual amount at risk or current replacement costs (less, if applicable, an allowance for depreciation, wear and tear).
4. For Extension 4 the most **we** will pay will be the cost of the value of the **Money** lost or loss due to the unauthorised use of a **Credit Card**.
5. **We** will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
6. **We** have the option following a **Claim** to make payment in cash or effect necessary repair, replacement or reinstatement.
7. **Excess** - **you** must pay the first £50 of each and every **Claim** arising under this section.

### Section 3 Personal Possessions - continued

#### EXTENSIONS APPLYING TO SECTION 3 - PERSONAL POSSESSIONS

We will not pay for:

- i) mechanical or electrical failure or breakdown,
- ii) loss or damage arising from confiscation, detention or seizure, depreciation and deterioration from normal use or wear and tear, moth, insects, vermin, domestic pets, damp, rust, wet or dry rot or mildew, obsolescence, infestation, the action of light or atmospheric condition or any gradually operating cause,
- iii) loss or damage due to any process of cleaning, dyeing, repair, renovation or restoration,
- iv) items used or held for business or professional purposes,
- v) direct or indirect loss,
- vi) theft from unattended **Motor Vehicles** unless from a closed glove compartment, locked luggage boot or locked luggage compartment following forcible and violent entry to a vehicle which has been locked and all windows and sun roofs closed,
- vii) loss of or damage to **Musical Instruments** caused by changes in atmospheric conditions or arising through breakage of strings, reeds, drumheads or the like or electrical or mechanical failure, breakdown or derangement,
- viii) loss or damage arising outside the **United Kingdom** except in the circumstances of **Overseas Travel**,
- ix) the amount of the **Excess**.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions and Exclusions Applying to Section 3)
<b>1. Sports Equipment</b>	<b>We will pay for the cost of replacing your sports equipment and clothing if it is accidentally lost, destroyed, damaged or stolen. The most we will pay under this Extension for any one Claim shall not exceed:</b> <ul style="list-style-type: none"> <li>i) £250 for any one article,</li> <li>ii) the <b>Sum Insured</b> shown on the <b>Schedule</b>.</li> </ul>	<ul style="list-style-type: none"> <li>i) <b>Motor Vehicles</b>, watercraft, caravans, trailers, hovercraft, aircraft, gliders, pedal cycles, parachutes, camping equipment or living creatures.</li> <li>ii) Loss of or damage to sports equipment while in use.</li> <li>iii) The amount of the <b>Excess</b>.</li> </ul>
<b>2. Unspecified Items</b>	<b>We will pay for the cost of replacing or repairing your Unspecified Items if they are accidentally lost, destroyed, damaged or stolen.</b> The most we will pay under this Extension for any one Claim is: <ul style="list-style-type: none"> <li>i) £1,000 for any one article,</li> <li>ii) the <b>Sum Insured</b> shown in the <b>Schedule</b> for this Extension.</li> </ul>	<ul style="list-style-type: none"> <li>i) Loss of or damage to mobile phones, laptop computers, video cameras and camcorders, contact or corneal lenses, hearing aids, <b>Musical Instruments</b>, sports equipment or vehicles, pedal cycles, <b>Money</b> and <b>Credit Cards</b>, deeds, securities and documents, guns or firearms, living creatures, livestock and pets.</li> <li>ii) Property more specifically insured either elsewhere in this Policy or on any other policy of insurance.</li> <li>iii) The amount of the <b>Excess</b>.</li> </ul>

**Section 3 Personal Possessions - continued**

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions and Exclusions Applying to Section 3)
3. Specified Items	<p><b>We</b> will pay for the cost of replacing or repairing the items specified in the <b>Schedule</b> if they are accidentally lost, destroyed, damaged or stolen.</p> <p>The most <b>we</b> will pay under this Extension for any one <b>Claim</b> for any item is the <b>Sum Insured</b> shown in the <b>Schedule</b> for that item.</p>	<p>i) The amount of the <b>Excess</b>.</p>
4. Personal Money and Credit Cards	<p><b>We</b> will pay for loss of <b>Money</b>. The most <b>we</b> will pay under this Extension for any one <b>Claim</b> for loss of <b>Money</b> is £500.</p> <p><b>We</b> will pay for loss due to unauthorised use of <b>Credit Cards</b>. The most <b>we</b> will pay under this Extension for any one <b>Claim</b> for loss due to unauthorised use of <b>Credit Cards</b> is £500.</p>	<p>i) Loss of <b>Money</b>:</p> <ul style="list-style-type: none"> <li>a) held for business purposes,</li> <li>b) which does not belong to <b>you</b> or the <b>Family</b> or for which <b>you</b> or the <b>Family</b> are not legally responsible,</li> <li>c) not reported to the police within 24 hours after the discovery of the loss,</li> <li>d) arising from depreciation or confiscation or shortages due to errors or omissions.</li> </ul> <p>ii) Loss due to unauthorised use of <b>Credit Cards</b>:</p> <ul style="list-style-type: none"> <li>a) resulting from a lost <b>Credit Card</b> which has not been reported to the police and issuing authority within 24 hours after the discovery of the loss,</li> <li>b) following a breach of the terms and conditions of the issuing authority,</li> <li>c) following fraudulent use by any person related to <b>you</b>,</li> <li>d) held by <b>you</b> or the <b>Family</b> for business purposes.</li> </ul> <p>iii) The amount of the <b>Excess</b>.</p>
5. Pedal Cycles	<p><b>We</b> will pay for the cost of replacing or repairing your pedal cycles if they are accidentally lost, destroyed, damaged or stolen.</p> <p>The most <b>we</b> will pay under this Extension for any one <b>Claim</b> shall not exceed £1,000 for each pedal cycle, unless specified otherwise on the <b>Schedule</b>.</p>	<p>i) Theft of any pedal cycle left both unlocked and unattended away from the <b>Home</b>.</p> <p>ii) Pedal cycles owned or used wholly or partly for business purposes.</p> <p>iii) Theft of accessories unless the pedal cycle is stolen at the same time.</p> <p>iv) Loss of or damage to a pedal cycle while it is being used for racing, pacemaking or trials.</p>

Section 3 Personal Possessions - continued

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions and Exclusions Applying to Section 3)
5. Pedal Cycles (continued)		<ul style="list-style-type: none"><li>v) Damage to tyres unless the pedal cycle is damaged at the same time.</li><li>vi) Loss of or damage to motorised or power-assisted cycles.</li><li>vii) The amount of the <b>Excess</b>.</li></ul>

## **GENERAL EXCLUSIONS (Park Home, Contents & Personal Possessions Section)**

The following EXCLUSIONS apply.

**We will not pay for:**

- |  |   |
|--|---|
| <b>1. Radioactive Contamination/ War/Sonic Booms</b> | Loss or destruction of or damage to any property or any direct or indirect loss or any legal liability directly or indirectly caused by or contributed to or arising from: <ul style="list-style-type: none"><li>a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,</li><li>b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly,</li><li>c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power,</li><li>d) pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.</li></ul> |
| <b>2. Seizure or Confiscation</b>                    | Loss or damage to any property caused during seizure or confiscation or attempts at either of these by customs or other authorities.  |
| <b>3. Existing Damage</b>                            | Any loss or damage occurring before the commencement of the first <b>Period of Insurance</b> .  |
| <b>4. Wilful Damage</b>                              | Any wilful or malicious act by <b>you</b> or the <b>Family</b> .  |
| <b>5. Loss by Deception</b>                          | Any loss suffered by <b>you</b> due to any person obtaining property by deception.  |
| <b>6. Sets/Suites</b>                                | The cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.  |
| <b>7. Riot/Civil Commotion</b>                       | Riot or Civil Commotion outside the <b>United Kingdom</b> .   |
| <b>8. Terrorism</b>                                  | Any loss, destruction or damage or any cost or expense of whatever nature occasioned by or happening through or as direct or indirect consequence of Act (s) of Terrorism.<br>For the purpose of this exclusion Act(s) of Terrorism will mean loss, destruction or damage caused by, or contributed to, or arising from the use or the threat of use of any chemical, biological or bio-chemical weapon, or any other nuclear device or radioactive substance by any person or group of people 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 or any section of the public in fear.                             |

<b>9. Gradually Operating Cause</b>	Loss or damage due to any gradually operating cause including deterioration or wear and tear.
<b>10. Direct or Indirect Loss</b>	Direct or indirect loss of any kind incurred by <b>you</b> or the <b>Family</b> .
<b>11. Pollution</b>	Any loss, damage or liability arising from pollution or contamination unless caused by: <ul style="list-style-type: none"> <li>i) a sudden and unforeseen and identifiable accident,</li> <li>ii) escape of oil from a domestic oil installation at the <b>Home</b>.</li> </ul>
<b>12. Calendar date and computer viruses</b>	Loss destruction or damage caused by: <ul style="list-style-type: none"> <li>i) the failure of a computer chip or computer software to recognize a true calendar date</li> <li>ii) computer viruses.</li> </ul>
<b>13. Business use</b>	Any loss or damage to items used in connection with any business, trade or profession.

## GENERAL CONDITIONS (Park Home, Contents & Personal Possessions Section)

The following CONDITIONS apply.

- 1. Observance**                      **We** shall not pay for any loss, damage or injury insured by this Policy if **you** or the **Family** or anyone acting on your behalf and with **your** knowledge fail to comply with all the terms and conditions of this Policy.
- 2. Reasonable Care**                **You** and members of the **Family** will take all reasonable steps to safeguard against loss, damage, accident or injury.
- 3. Maintenance**                    **You** and members of the **Family** will keep the insured property in a good state of repair.
- 4. Fraud**                              If **you** make a **Claim** under the Policy knowing the **Claim** to be false or fraudulent in any way, the Policy shall become void and all claims under it shall be forfeited. If you have deliberately made a false declaration or statement in connection with the contract between **you** and **us**, the Policy shall become void and all **Claims** under it shall be forfeited.
- 5. Claims Notification**            On the happening of any event likely to give rise to a **Claim** under the Policy, **you** must:
  - a) advise **us** in writing as soon as reasonably possible,
  - b) advise the police as soon as possible if the loss or damage appears to have been caused by theft, malicious persons, riot or civil commotion,
  - c) provide **us** with all evidence and information as **we** may reasonably require,
  - d) not admit liability,
  - e) immediately send to **us** any writ or summons,
  - f) tell **us** immediately if anyone makes a **Claim** on **you**,
  - g) co-operate with **us** and not abandon any property to **us**.
- 6. Arbitration**                      Where **we** have accepted a **Claim** under this Policy but **we** and **you** cannot agree on the amount of the **Claim Payment**, **you** have the option to refer the disagreement on the amount of the **Claim Payment** to an arbitrator. The appointment of an arbitrator is governed by statutory provisions.
- 7. Cancellation**                    **You** may cancel the policy at any time by telling **us**, either in writing or over the phone. **We** may cancel **your** policy by giving **you** 7 days' written notice to **your** last known address. **We** will give **you** a refund in proportion to the time left until **your** current **Period of Insurance** is due to run out.
- 8. Contribution**                    **Our** liability:
  - a) shall not exceed its rateable proportion if any other insurance covers loss, damage or liability insured under this Policy,
  - b) shall be limited to the **Excess** value beyond the amount of any more specific insurance up to the **Sums Insured** or limits stated in the Policy and **Schedule**.



- 9. Subrogation** Before or after **we** pay **your Claim you** must if **we** ask **you** take or allow **us** to take in **your** name all the steps needed to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.
- 10. Notice of disclosure** **You** must tell **us** if any of the information on which this insurance is based changes. Failure to do so may result in **your** insurance no longer being valid and **Claims** not met. If in doubt about any change, please tell **us**. If **your** policy is amended as a result of any change, **we** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**. **You** should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.
- 11. Renewal by direct debit** If **you** pay the premium using the Direct Debit instalment scheme, **we** will have the right (which **we** may not use) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If **you** decide that **you** do not want **us** to renew the policy, as long as **you** tell **us** before the next renewal date, **we** will not renew it. **Our** right to renew this policy does not affect **your** cancellation rights detailed in the introduction and on page 28 of the policy.

## ENDORSEMENTS

Endorsements may apply to **your** policy. Any that apply to **you** are detailed on **your Schedule**.

## **HOW TO MAKE A CLAIM**

**(Buildings, Contents & Personal Possessions section)**

Telephone Coast on **01892 786099** with brief details, quoting **your** policy reference, and they will send **you** a **Claim** form for completion.

Please complete this as quickly and fully as possible and return it to:  
Coast, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Any estimates, invoices, valuations, or other supporting documentation should also be sent to Coast as soon as possible, either with the completed **Claim** form, or under separate cover quoting the appropriate reference.

When **you** contact **us** about a **Claim**, **you** will need to tell **us**:

- **your** name address and telephone number(s);
- the place where the loss or damage occurred;
- what caused the loss or damage;
- the date of the incident.

## Family Legal Solutions

This section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and it is liable for its proportion of liability in respect of this section only and has no liability for any other insurers' proportion or in respect of any other section of this policy.

ARAG plc is authorised and regulated by the Financial Conduct Authority (firm reference number 452369) and is authorised to administer this section on behalf of BSL. BSL is managed by Brit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, registration number 204930. This can be checked by visiting the FCA website [www.fca.org.uk](http://www.fca.org.uk).

Please read this Policy carefully to familiarise yourself with the terms and conditions, as well as the:

- Legal and tax advice helpline details and
- The claim reporting procedures for this section

If **you** are unsure about anything in this document please contact the administrators:

Coast  
Helix House  
High Street  
Wadhurst  
East Sussex TN5 6AA

**You** can telephone on 0800 614 849

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### DEFINITIONS

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

#### **Appointed Advisor**

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **Insured**.

#### **Conditional Fee Agreement**

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

#### **Collective Conditional Fee Agreement**

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee".

**Home** - **Your** park or holiday home, as declared in **your** proposal for insurance.

### Communication Costs

The reasonable cost of UK phone calls, postage (including special delivery) photocopying or faxes and credit reports where the **Insured** has taken advice from our Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

**Insured** - **You**, **your** partner and immediate family permanently living with you in the UK. (The **Insurer** will cover your children temporarily away from home for the purposes of higher education.)

**Insurer** - Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

#### **Legal Costs & Expenses**

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. Reasonable experts' reports, reasonably and properly incurred by the **Appointed Advisor**.
3. In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **our** agreement.
4. Reasonable accountancy fees reasonably incurred under INSURED EVENT 6 TAX by the **Appointed Advisor** and agreed by **us** in advance.
5. The **Insured's Communication Costs**.

**Limit of Indemnity** - £50,000 which is the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause except in respect of Event 3. 2 which is subject to an inner limit of £30,000.

**Period of Insurance** - The period as shown in the Schedule to which this Policy attaches.

#### **Reasonable Prospects of Success**

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **Insured**

- a. pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - b. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

#### **Residential Property Tribunal**

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

**Small Claims Court** - A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6(1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

**Territorial Limits** - For INSURED EVENTS 2 CONTRACT and 4 PERSONAL INJURY the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. For all other INSURED EVENTS, the United Kingdom, Channel Islands and Isle of Man.

**We/Us/Our** - ARAG plc who is authorised under a binding authority agreement on behalf of the **Insurer**, Brit Syndicate 2987 at Lloyd's.

**You/Your** - The person(s) named in the Schedule to which this policy attaches.

## YOUR POLICY COVER

Following an Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** and **Communication Costs** up to £100,000, for all claims related by time or cause, including the cost of appeals provided that:

1. **You** have paid the insurance premium
2. the **Insured** keeps to the terms of this policy and co-operates fully with **us**
3. the Event occurs within the **Territorial Limit**
4. the claim
  - always has **Reasonable Prospects of Success**
  - is reported to **us**
  - is during the **Period of Insurance**
  - is reported as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim
5. unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **us** in any claim
  - to be heard by the **Small Claims Court** and/or
  - before proceedings have been or need to be issued
6. any dispute will be dealt with by a court tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body; or mediation agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the **Insured's** fully completed claim form.

## EVENTS COVERED:

### 1. EMPLOYMENT

A dispute with the **Insured's** current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

The **Insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where the **Insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **Insured** to HM Courts & Tribunals Service.

### What is not insured under Event 1:

Any claim relating to:

1. disputes arising solely from personal injury
2. defending the **Insured** other than defending an appeal
3. **Legal Costs & Expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal
4. fees that are recoverable from an employer or ex-employer by order of the court or where the **Insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
5. a compromise or settlement agreement between the **Insured** and their employer.  
**We** will be able to help the **Insured** find a suitable solicitor who will assist the **Insured** with this at their own expense.

## 2. CONTRACT

A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured** for:

- a. buying or hiring consumer goods or services
- b. privately selling goods
- c. buying or selling your main home
- d. renting your main home as a tenant
- e. the occupation of your main home under a lease

### What is not insured under Event 2:

Any claim relating to

1. disputes with tenants or where the **Insured** is the landlord or leasor
2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
3. the **Insured's** business activities, trade, venture for gain, profession or employment
4. a contract involving a motor vehicle
5. a settlement due under an insurance policy
6. construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

## 3. PROPERTY

A dispute relating to visible property which the **Insured** owns following:

- a. an event which causes physical damage to the **Insured's** visible property including **your** main home
- b. a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

### What is not insured under Event 3:

1. The first £250 of any claim under INSURED EVENT 3 b). This is payable by the **Insured** as soon as **we** accept the claim.
2. Any claim relating to:
  - a. a contract entered into by an **Insured**

- b. any building or land other than **your** main home
- c. a motor vehicle
- d. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
- e. defending any dispute under INSURED EVENT 3a) other than defending a counter claim or an appeal
- f. a dispute with any part other than the person(s) who caused the damage, nuisance or trespass.

## PERSONAL INJURY

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

### What is not insured under Event 4:

Any claim relating to:

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

## 5. CLINICAL NEGLIGENCE

A dispute arising from alleged clinical negligence or malpractice.

### What is not insured under Event 5:

1. Any claim relating to contract dispute.
2. Defending any dispute other than an appeal.

## 6. TAX

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

### What is not insured under Event 6:

Any claim relating to:

1. tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
2. a business or venture for gain of the **Insured**
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.
5. an investigation by the Specialist Investigations (SI) Branch of HM Revenue & Customs.

## 7. LEGAL DEFENCE

- a. Work  
An alleged act or omission of the **Insured** that arises from their work as an employee and results in:
  - i) the **Insured** being interviewed by the police or others with the power to prosecute
  - ii) a prosecution being brought against the **Insured** in a court of criminal jurisdiction
  - iii) civil proceedings being brought against the **Insured** under unfair discrimination laws.
- b. Motor  
A motoring prosecution being brought against the **Insured**.
- c. Other  
A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body.

### What is not covered under INSURED EVENT 7:

Any claim relating to:

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

## 8. LOSS OF EARNINGS

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

### What is not covered under INSURED EVENT 8:

1. loss of earnings in **Excess** of £1,000.
2. any sum which can be recovered from the court or tribunal.

## 9. IDENTITY THEFT

A dispute arising from the use of the **Insured's** personal information without their permission to commit fraud or other crimes provided the **Insured** contacts our Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

### What is not covered under INSURED EVENT 9:

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

## WHAT IS NOT INSURED BY THE LEGAL EXPENSES SECTION OF THE POLICY

**You** are not covered for any claim arising from or relating to:

1. **Legal Costs & Expenses and Communication Costs** incurred without our consent
2. any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the **Insured** believed or ought reasonably to have believed could lead to a claim under this policy
3. an amount below £100
4. an allegation against the **Insured** involving:
  - assault, violence or dishonesty, malicious falsehood or defamation
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - illegal immigration
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute between **your** family members
6. an **Insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence except as provided for in INSURED EVENT 5 CLINICAL NEGLIGENCE
9. a dispute with **us** not dealt with under Condition 7, or the **Insurer** or the company that sold this policy
10.
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- e. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **Insured**
11. a group litigation order
12. the payment of fines, penalties or compensation awarded against the **Insured**.



## CONDITIONS WHICH APPLY TO THE LEGAL EXPENSES SECTION OF THE POLICY

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

### 1. The **Insured's** Responsibilities

An **Insured** must:

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

### 2.

- a. In certain circumstances as set out in 2b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**.
- b. The **Insured** may choose an **Appointed Advisor** if:
  - **we** agree to start proceedings or proceedings are issued against an **Insured**, or
  - there is a conflict of interest, except where the **Insured's** claim is to be dealt with by the **Small Claims Court** where we shall choose the **Appointed Advisor**.

- c. Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **us** with their preferred representative's contact details.
- d. If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- e. In respect of a claim under INSURED EVENT 1 EMPLOYMENT, 2 CONTRACT, 4 PERSONAL INJURY or 5 CLINICAL NEGLIGENCE the **Insured** enters into a **Conditional Fee Agreement** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement**, where legally permitted.

### 3. Our Consent

The **Insured** must agree to **us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

### 4. Settlement

- a. The **Insurer** has the right to settle the claim by paying the reasonable value of the **Insured's** claim.
- b. The **Insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **Insured** and an employer or ex-employer under INSURED EVENT 1 EMPLOYMENT.
- c. The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **our** written agreement
- d. If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further **Legal Costs & Expenses**.
- e. The **Insured** must settle **Communication Costs** arising from INSURED EVENT 8 IDENTITY THEFT in the first instance and make a receipted claim to **us** for reimbursement.

### 5. Barrister's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **us**. This does not affect the **Insured's** right under Condition 7 above.

### 6. Disputes

If any dispute between the **Insured** and **us** arises from this policy, the **Insured** can make a complaint to **us** as described on page 40 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### 7. Other Insurance

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

### 8. Fraudulent Claims

If the **Insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.

### 9. Cancellation

**You** may cancel the policy:

- a. within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
- b. at any other time by giving **us** at least 21 days' written notice and the **Insurer** will refund part of the premium for the unexpired period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.
- c. The **Insurer** may cancel the policy and refund part of the premium for the unexpired period at any time by giving at least 21 days' written notice to **you**.

10. Acts of Parliament

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

11. Data Protection Act

It is agreed by the **Insured** that any information provided to **us** and/or the **Insurer** regarding the **Insured** will be processed by **us** and/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For **our** mutual protection and **our** training purposes, calls may be recorded.

12. Contracts (Rights of Third Parties) Act 1999

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

## COMPLAINTS PROCEDURE

If at any time **you** have any query or complaint regarding the Family Legal Solutions element of the policy, **you** should in the first instance contact the scheme administrators, Coast, who sold the policy to you.

Contact details are:  
Compliance Manager  
Coast  
Helix House  
High Street  
Wadhurst  
East Sussex T N5 6AA

**You** can telephone them on 0800 614 849

If **your** complaint cannot be resolved straight away, **you** should contact:

The Customer Relations Department  
ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol BS8 1NN

Tel: 0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for **our** mutual protection and **our** training purposes, calls may be recorded) or email [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Should **you** remain dissatisfied **you** may be entitled to pursue **your** complaint further with Lloyd's, who can be reached in the following ways:

Policyholder & Market Assistance  
Market Services  
Lloyd's  
Fidentia House  
Walter Burke Way  
Chatham Maritime  
Kent ME4 4RN  
tel: 0207 327 5693, Fax: 0207 327 5225  
email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If Lloyd's is not able to resolve the complaint to **your** satisfaction then **you** may refer it to the Financial Ombudsman Service (FOS) provided that your complaint falls within its jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. The FOS can be contacted at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

**You** can telephone for free on:  
08000 234 567 for people phoning from a "fixed line" (for example a landline at home)  
0300 123 9123 for mobile phone users who pay a monthly charge for calls starting 01 or 02, or  
e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect **your** legal rights. **You** are entitled to contact the FOS at any stage of **your** complaint.

## COMPENSATION

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**.

Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting FSCS directly on 0800 678 1100.

## HOW TO MAKE A CLAIM

### (Family Legal Solutions Section)

#### Claims procedure

If **you** need to make a claim **you** must notify **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** own lawyer or accountant as the **Insurer** will not pay any costs incurred without **our** agreement.
2. **You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at HYPERLINK  
"http://www.arag.co.uk/newclaims" \h www.arag.co.uk/newclaims.
3. **We** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to **you** either:
  - confirming the appointment of a qualified representative who will promptly progress the claim for you; or
  - if the claim is not covered, explaining in full why and whether **we** can assist in another way.
5. When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

For legal and tax advice, please telephone **ARAG** on **0844 844 1541**

Notes



**Coast**

Coast is a trading name of Park Home Insurance Services Ltd.

Registered Office: Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.

Registered in England and Wales, number 2979679.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority.

FCA register number is 306716.

Our permitted business is selling and administering contracts of general insurance.

**Underwritten by:**

**Zurich Insurance plc**

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales. Registration No. BR7985

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised by the Central Bank of Ireland

and subject to limited regulation by the Financial Conduct Authority.

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

These details can be checked on the FCA's register by visiting its website [www.fca.org.uk](http://www.fca.org.uk)

or by telephoning on 0800 111 6768.

FCA register number is 203093.

Legal Expenses Insurance provided by:

**ARAG plc**

9 Whiteladies Road, Clifton, Bristol BS8 1NN. Registered in England and Wales, number 2585818

ARAG plc is authorised and regulated by the Financial Conduct Authority

FCA register number is 452369.

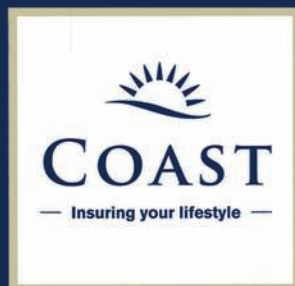
Legal Expenses Insurance Underwritten by:

**Brit Syndicate 2987 at Lloyd's**

Brit Syndicate 2987 at Lloyd's is managed by Brit Syndicates Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority,

FCA register number is 204930.

Communications may be monitored or recorded to improve our service and for security purposes.



Helix House, High Street,  
Wadhurst, East Sussex  
TN5 6AA

Tel: 0800 614 849 ~ Fax: 01892 784863  
Email: [info@coastinsurance.co.uk](mailto:info@coastinsurance.co.uk)  
[www.coastinsurance.co.uk](http://www.coastinsurance.co.uk)

Coast is a trading name of Park Home Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority (FCA Register Number 306716). The company is registered in England and Wales (Company Number 2979679).

Coast/ParkPolicy/0214