

YOUR POLICY DOCUMENT



Platinum Policy

Freephone: 0800 614 849

www.coastinsurance.co.uk

This section is administered by Park Home Insurance Services Ltd, trading as Coast under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356JJ548F16A000 or replacement thereof). BSL's liability is several and it is liable for its proportion of liability and has no liability for any other insurers' proportion.

Park Home Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority (firm reference number 306716) 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 at www.fca.org.uk.

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: 0800 614 849 or email: info@coastinsurance.co.uk

The Park Home, Contents, Personal Possessions, Liability and Family Legal Solutions sections are underwritten by Brit Syndicate 2987 at Lloyd's.

The Park Home, Contents and Personal Possessions sections are administered by Coast.

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

Your Cancellation Rights

You have the right to cancel **Your** policy at any time; to do so **You** must let Coast know using the contact details above. Any potential refund will be calculated as follows:

For cancellation instructions received within 14 days of policy purchase, renewal or **You** receiving **Your** policy documents, **We** will:

- Provide a full refund if the **Period of Insurance** has not yet started.
- Refund the premium for the exact number of days left in the current **Period of Insurance** if no **Claims** have been made.
- Not refund any part of the premium if a **Claim** has been made in the current **Period of Insurance**.

For cancellation instructions received after the 14 day period described above has passed, **We** will:

- Refund the premium for the exact number of days left in the current **Period of Insurance** if no **Claims** have been made applying a mid-term cancellation charge.
- Not refund any part of the premium if a **Claim** has been made in the current **Period of Insurance**.

Data Protection

You should understand that any information **You** have provided will be processed by **Us** in compliance with the provisions of the Data Protection Act 1988, for the purposes of providing insurance and handling **Claims** or complaints, if any, which may necessitate providing such information to other parties.

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COMPLAINTS PROCEDURE

(Park Home, Contents & Personal Possessions Section)

We strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all concerns seriously and endeavour to resolve all customers' problems promptly. If **You** have a question or concern about **Your** policy **You** should, in the first instance follow the guidance notes or instructions in the insurance documentation **You** have been sent. **Your** Broker will also be able to advise **You** and provide assistance in this regard.

Alternatively if **You** wish to contact **Us** directly **You** should either write or telephone:

The Complaints Department
Brit Syndicates Limited
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB

Telephone: 0044 (0) 20 385 70000
Facsimile: 0044 (0) 20 385 70001
Email: BGS.Complaints@britinsurance.com

In the unlikely event that **You** remain dissatisfied and wish to make a complaint **You** can do so at any time by referring the matter to **Us** at the above stated address or the Complaints Team at Lloyd's at the following address:

Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Email: complaints@lloyds.com
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedure are set out in a leaflet "**Your** Complaint - How We Can Help" available at www.lloyd's.com/complaints and are also available from the above address.

Should **You** remain dissatisfied after Lloyd's has considered **Your** complaint and **You** are NOT a policyholder in the UK, **You** should, in the first instance, seek advice from **Your** Broker as to whom **You** should direct **Your** complaint.

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

If **You** are a policyholder in the UK, **You** may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services, they can normally deal with complaints from private individuals and from small organisations; further information is available from:

Financial Ombudsman Service (FOS)
Exchange Tower
London
E14 9SR

Helpline: 0800 0234 567
0044 20 7964 0500 (if outside UK)
Switchboard: 0044 (0) 20 7964 1000
Facsimile: 0044 (0) 20 7964 1001

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

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **Your** rights under this policy but if **You** are not an eligible complainant then the informal complaint process ceases.

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 at www.fscs.org.uk or by contacting the FSCS directly on **0800 678 1100**.

Telephone Call Recording

For **Our** joint protection telephone calls may be recorded and/or monitored.

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** (Brit Syndicate at Lloyd's).

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.

Information You Have Given Us

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

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

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

- treat this policy as if it had never existed and refuse to pay all **Claims** and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a **Claim** has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a **Claim** in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** policy in accordance with the right to cancel condition below.

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

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

If **You** become aware that the information **You** have given **Us** is inaccurate, **You** must inform Coast as soon as practicable.

Choice of Law

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.

Use of Language

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

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

Credit Card	Credit, debit, cheque guarantee, charge, bankers and cash dispenser cards held or used by You or the Family .
Endorsements	A variation in the terms of this policy.
Excess	An amount deducted from a Claim Payment . The amount of any Excess is stated in this policy or in the Schedule .
Family	You and Your spouse or domestic partner, children, parents, relatives and other persons, all permanently living in the Home .
Home	The structure comprising Your living accommodation and, provided they are situated on or within the boundaries of the land of the address shown in the Schedule , Your garage, domestic greenhouses (up to 100 sq ft floor area), small outbuildings and sheds unless specified otherwise on the Schedule .
Money	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 You or the Family solely for private purposes.
Motor Vehicles	Any electronically or mechanically or power driven assisted vehicle, toy or model other than: <ul style="list-style-type: none"> a) pedestrian controlled toys or models, b) pedestrian controlled golf trolleys, c) garden implements and equipment used by You or the Family within the boundaries of the land of Your Home.
Musical Instruments	Musical instruments, electrical or electronic or mechanical equipment designed or intended to produce, whether in conjunction with Musical Instruments or otherwise, sound of a musical nature.
Overseas Travel	Temporary absence from the Home outside the United Kingdom for up to 60 days in any one Period of Insurance .
Period of Insurance	The period stated in the Schedule for which We agree to accept and You have paid or agreed to pay the premium.
Personal Possessions	Items You wish to insure away from the Home . Any item valued at more than £1,000 must be specified and the Sum Insured should represent the cost of buying the item new at the time of the loss. Any item left unattended in a car will only be covered if the car is fully locked, all windows and sun roofs are fully closed and items are placed in the boot out of sight. . Please note, a receipt or copy valuation not more than two years old may be required in the event of a Claim .

Schedule	Your name and address, details of the insurance by this policy, the Period of Insurance and the sections of the policy which are in force and any Endorsements which apply. The Schedule is part of the policy.
Sum Insured	The Sum Insured as shown on the Schedule together with any adjustment for Index-Linking (where applicable) is the most We will pay for any one Claim . However, if a specific limit applies (as detailed in this policy) We shall not pay more than that specific limit. The Sum Insured under Section 1 Buildings must be adequate to rebuild the whole of the Buildings at the time of the loss 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. The Sums Insured under each of Section 2 Contents and Section 3 Personal Possessions must be adequate to replace all of the insured items at the time of the loss taking into account the Basis of Settlement described at the beginning of each of the Sections.
United Kingdom	Great Britain (ie. England, Scotland, Wales, the Isle of Man and the Channel Islands) and Northern Ireland.
Unfurnished	Without enough furniture and furnishings for full habitation for more than 60 consecutive days.
Unoccupied	Not lived in by You , or by any other person authorised by You , for more than 60 consecutive days.
Unspecified Items	Articles valued at less than £1,000 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 within the Home . To cover articles away from the Home , You will require Personal Possessions cover.
Valuables	Any articles composed of precious metals or incorporating precious stones, jewellery, furs, works of art, antiques, curios, collections of stamps or coins or medals. . Please note, a receipt or copy valuation not more than two years old may be required in the event of a Claim .
We/Us/Our	Brit Syndicate 2987 at Lloyd's.
You/Your	The person(s) named in the Schedule as the insured.

SECTION 1 – BUILDINGS

The **Sum Insured** stated in the **Schedule** 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 at the time of the loss.
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 the 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** 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 £25 in respect of each and every **Claim** arising out of Insured Perils 1 to 15 and 17, or £50 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)
We will pay for loss of or damage to the Buildings during the Period of Insurance caused by the following Insured Perils:	i) The amount of the Excess shown in the Policy or on the Schedule . ii) Damage by wet or dry rot arising from any cause.
Insured Perils:	
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 Unfurnished or Unoccupied , ii) caused by a member of the Family .
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 Home , ii) while the Home is Unfurnished or Unoccupied .
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 home is Unfurnished or Unoccupied . b) Loss or damage while the Home is Unfurnished or Unoccupied .
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 You , the Family , or on Your behalf.

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
13. Impact with the Buildings 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 Buildings by any aircraft or by articles dropped or falling from them.	-
15. Damage to the Buildings caused by breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.	15. Loss or damage to the equipment itself.
16. Subsidence or heave of the site on which the Buildings stand, or landslip.	16. <ul style="list-style-type: none"> i) Damage to or resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the Home are damaged at the same time by the same cause. ii) Loss or damage: <ul style="list-style-type: none"> a) caused by or resulting from coastal or river erosion, b) caused by bedding down of the new Buildings, c) caused by or resulting from the settlement of newly made up ground, d) resulting from normal settlement, shrinkage or expansion, e) due to demolition, structural alteration or structural repair. 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 Home is damaged at the same time by the same cause.

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
<p>17. Accidental Damage.</p>	<p>17. Damage:</p> <ul style="list-style-type: none"> i) caused by or arising from: <ul style="list-style-type: none"> 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 You or the Family, c) the cost of maintenance and normal redecoration or repair work or replacing electrical or mechanical equipment following its breakdown or misuse, d) faulty workmanship, defective design or the use of defective materials, ii) occurring while the Home is Unfurnished or Unoccupied, iii) occurring while the Home or any part of it is lent, let or sub-let, iv) caused by or arising from Insured Perils 1 to 16 inclusive above or insured by Extensions A or B to this Section, v) specifically excluded under Insured Perils 1 to 16 above or Extensions A or B to this Section. vi) occurring during construction, erection or installation or to any property not forming part of the Buildings used in connection with such construction, erection or installation.

EXTENSIONS APPLYING TO SECTION 1 – BUILDINGS

You are also insured for the following:

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
A Glass and Sanitary Fixtures	<p>We will pay the cost of replacing or repair following Accidental Damage to:</p> <ol style="list-style-type: none"> 1. fixed glass (including double glazing) in windows, doors, fanlights and skylights forming part of the Home, 2. sanitary fixtures in the Home, 3. ceramic hobs in the Home forming part of permanently fitted units. 	<ol style="list-style-type: none"> i) Loss or damage occurring while the Home is Unfurnished or Unoccupied. ii) The amount of the Excess. iii) Any amount exceeding the Sum Insured on the Buildings.
B Underground Services	<p>We will pay the cost of repair following Accidental Damage to underground service pipes or cables for which You are legally responsible providing services to or from the Home.</p>	<ol style="list-style-type: none"> i) Any costs incurred in clearing a blockage. ii) Any costs incurred for any damage caused to service pipes or cables whilst clearing or attempting to clear a blockage. iii) The amount of the Excess. iv) Any amount exceeding the Sum Insured on the Buildings.
C Alternative Accommodation and/or Loss of Rent	<p>While the Home remains uninhabitable as a result of loss or damage insured under this Section We will pay You for:</p> <ol style="list-style-type: none"> 1. the cost of reasonable alternative accommodation if this is necessary for You, the Family, Your domestic pets and Your resident domestic employees, 2. loss of rent due to You, 3. up to two years ground rent if You continue to be liable to pay it. <p>The most We will pay under this Extension shall not exceed 20% of the Sum Insured on Buildings each Claim.</p>	<ol style="list-style-type: none"> i) Cost or rent incurred without Our prior agreement.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>D Professional Fees and Other Costs</p>	<p>Following loss or damage due to an Insured Peril We will pay for, provided Our prior agreement has been obtained:</p> <ol style="list-style-type: none"> 1. architects', surveyors', legal and other fees necessary to repair or rebuild the Buildings, 2. the cost of making the Buildings 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 4. fees payable to the site owner which are specified in a written contract and which are solely in connection with the rebuilding of the Buildings. 	<ol style="list-style-type: none"> i) Any costs incurred in preparing a Claim under this Policy. ii) Costs arising under a notice served by the government or local authority prior to the loss or damage.
<p>E Contracting Buyer</p>	<p>When You have contracted to sell the Home 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 Home.</p>	<ol style="list-style-type: none"> i) Loss or damage insured under any other policy. ii) Any amount payable under Extension C – Alternative Accommodation and/or Loss of Rent.
<p>F Property Owner's Liability</p>	<p>We will pay damages and claimants' costs and expenses for which You are legally liable in respect of accidents occurring during the Period of Insurance resulting in the death of, or bodily injury to, any person or loss of or damage to property arising:</p> <ol style="list-style-type: none"> i) solely from ownership (not occupation) of the Buildings and their land, 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 You previously owned and occupied. 	<p>Liability:</p> <ol style="list-style-type: none"> i) for the death of or bodily injury to a member of the Family, ii) for the death of or bodily injury to any person employed by a member of the Family where death, or injury arises out of and in the course of such employment, iii) for damage to property belonging to or under the control of You or a member of the Family or a person employed by a member of the Family, iv) arising out of any business or profession or the use of lifts or Motor Vehicles,

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>F Property Owner's Liability (continued)</p>	<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 Buildings insured at the date of cancellation. The total amount payable in respect of each Claim is limited to £5,000,000. In addition We will pay defence costs and expenses incurred with Our written consent. In the event of Your death, We will indemnify Your legal personal representatives under the terms of this Extension in respect of liability incurred by You.</p>	<p>Liability (continued):</p> <ul style="list-style-type: none"> v) arising from a contract, whether written or not, which imposes a liability which You or any member of the Family would not otherwise have been under, 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.
<p>G Stolen Keys</p>	<p>If the keys to the locks of the external doors of the living accommodation are stolen, We will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each Claim.</p> <p>The most We will pay under this Extension and Extension E of Section 2 is £300 in total each Claim.</p>	<ul style="list-style-type: none"> i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.

SECTION 2 – CONTENTS

The **Sum Insured** stated in the **Schedule** 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 at the time of the loss (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 costs 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. the limit for any one **Valuable** – £1,000 unless specifically detailed on the **Schedule**,
 - c. the limit for **Valuables** in total – £20,000 unless specifically detailed the **Schedule**,
 - d. the 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 £25 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	EXCLUSIONS (see also General Exclusions)
<p>We will pay for loss of or damage to the Contents in the Home during the Period of Insurance caused by the following Insured Perils:</p>	<ul style="list-style-type: none"> i) The amount of the Excess shown in the Policy or on the Schedule. ii) Damage by wet or dry rot arising from any cause. iii) Loss of or damage to Contents in detached garages, sheds or outbuildings other than as provided in Extension Q.
<p>Insured Perils:</p>	
<p>1. Fire.</p>	<p>-</p>
<p>2. Explosion.</p>	<p>-</p>
<p>3. Smoke.</p>	<p>3. Loss or damage by any gradually operating cause.</p>
<p>4. Lightning and thunderbolt.</p>	<p>-</p>
<p>5. Earthquake.</p>	<p>-</p>
<p>6. Subterranean fire.</p>	<p>-</p>
<p>7. Theft or attempted theft.</p>	<p>7. Loss or damage:</p> <ul style="list-style-type: none"> i) while the Home is Unfurnished or Unoccupied, ii) occurring while the Home 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 Family.
<p>8. Riot, civil commotion, strikes, labour and political disturbances.</p>	<p>-</p>
<p>9. Vandalism and acts of malicious persons.</p>	<p>9. Loss or damage:</p> <ul style="list-style-type: none"> i) caused by any person lawfully in the Home, ii) while the Home is Unfurnished or Unoccupied.
<p>10. Escape of water or oil from:</p> <ul style="list-style-type: none"> 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. 	<p>10. a)</p> <ul style="list-style-type: none"> i) Loss or damage while the Home is Unfurnished or Unoccupied. b) i) Loss or damage while the Home is Unfurnished or Unoccupied, ii) Loss of the oil itself (see Extension G).
<p>11. Storm or flood.</p>	<p>11. Loss or damage:</p> <ul style="list-style-type: none"> i) to property not inside the Home, ii) by frost, iii) due to any gradually operating cause.

STANDARD COVER	EXCLUSIONS (see also General Exclusions)
Insured Perils:	
12. Falling trees or branches.	12. Loss or damage resulting from felling or lopping of trees by You , the Family , or on Your 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 Buildings stand or landslip.	16. Loss or damage caused by or resulting from coastal or river erosion.
17. Accidental Damage	17. Damage: <ul style="list-style-type: none"> i) caused by or arising from: <ul style="list-style-type: none"> 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 You or the Family, c. the cost of maintenance and normal redecoration or repair work or replacing electrical or mechanical equipment following its breakdown or misuse, d. faulty workmanship, defective design or the use of defective materials, e. any process of cleaning, dyeing, repair, renovation or alteration. ii) occurring while the Home is Unfurnished or Unoccupied, iii) occurring while the Home or any part of it is lent, let or sub-let, iv) 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, specifically excluded under Insured Perils 1 to 16 inclusive above or Extensions C, D, E, F or H to this Section, vi) to clothing or contact lenses, vii) to domestic pets or livestock.

EXTENSIONS APPLYING TO SECTION 2 – CONTENTS

You are also insured for the following:

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>A Contents in the Open</p>	<p>We will pay for Your Contents 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 Home.</p> <p>The most We will pay under this Extension is £500 in total for each Claim.</p>	<ul style="list-style-type: none"> i) Loss of or damage to Money. ii) Loss or damage during the course of a permanent removal to or from the Home other than whilst in the process of loading onto or unloading from a vehicle. iii) Loss or damage caused by storm or flood. iv) Loss or damage specifically excluded under Insured Perils 1 to 10 and 12 to 16 in this Section. v) Loss or damage occurring while the Home is Unoccupied. vi) The amount of the Excess.
<p>B Contents Temporarily Removed</p>	<p>We will pay for Your Contents if, whilst they are temporarily removed from the Home to anywhere within the United Kingdom, they are lost or damaged by any of Insured Perils 1 to 6 or 8 to 16 of this Section. In addition We will pay for loss of or damage to Your Contents caused by or arising from theft or attempted theft while they are in:</p> <ul style="list-style-type: none"> i) any bank or safe deposit or in the course of removal to or from any bank or safe deposit by You or a member of the Family, ii) an occupied private house or flat, iii) any building where You or a member of the Family are employed or engaged in business, iv) any other building provided forcible and violent means of entry or exit are used. The most We will pay under this Extension is £5,000 any one Claim. 	<ul style="list-style-type: none"> i) Loss or damage to Contents: <ul style="list-style-type: none"> a) removed for sale or exhibition or in a furniture depository, b) in the open caused by or arising from storm or flood, c) removed from the Home and belonging to or the responsibility of any student member of the Family who is living away from the Home, ii) Theft of Money from any building where You or a member of the Family are employed or engaged in business. iii) The amount of the Excess.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>C Mirrors and Glass</p>	<p>We will pay for loss of or damage to mirrors, glass tops, fixed glass in furniture and ceramic hobs in free standing appliances following Accidental Damage. The most We will pay under this Extension shall not exceed the Sum Insured on Contents.</p>	<ul style="list-style-type: none"> i) Loss or damage while the Home is Unoccupied. ii) The amount of the Excess.
<p>D Home Entertainment and Computer Equipment</p>	<p>We will pay for loss of or damage to television and audio equipment, video players and recorders, computer equipment (used solely for domestic purposes) when in the Home, and television aerials and satellite television receiving aerials and equipment caused by Accidental Damage that You own, or for which You or a member of the Family are legally responsible. The most We will pay under this Extension shall not exceed the Sum Insured on Contents.</p>	<ul style="list-style-type: none"> i) Mechanical or electrical failure, wear and tear. ii) Any process of maintenance, repair, erection, dismantling, construction or cleaning. iii) Damage to records, discs, tapes, cassettes, cartridges or computer software. iv) Loss or damage caused by domestic pets, vermin or insects. v) Loss or damage while the Home is lent, let or sub-let or Unoccupied. vi) Loss arising from removal by the owner with or without Your consent. vii) Loss or damage caused by or arising from Insured Perils 1 to 16 in this Section. viii) Loss or damage specifically excluded under Insured Perils 1 to 16 in this Section. ix) The amount of the Excess.
<p>E Stolen Keys</p>	<p>If the keys to the locks of external doors of the living accommodation are stolen, We will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each Claim. The most We will pay under this Extension and Extension G of Section 1 is £300 in total each Claim.</p>	<ul style="list-style-type: none"> i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>F</p> <p>Alternative Accommodation and/or Loss of Rent</p>	<p>While the Home remains uninhabitable as a result of loss or damage insured under this Section We will pay for:</p> <ul style="list-style-type: none"> i) the cost of reasonable alternative accommodation if this is necessary for You, the Family, Your domestic pets and Your resident domestic employees, ii) rent which You still have to pay. <p>The most We will pay under this Extension is £10,000.</p>	<ul style="list-style-type: none"> i) Costs incurred or rent payable without Our prior consent.
<p>G</p> <p>Oil and Water</p>	<p>We will pay for loss of:</p> <ul style="list-style-type: none"> i) oil from a domestic heating installation, ii) metered water, <p>resulting from an event constituting a valid Claim arising from Insured Perils 1 to 17 in this Section. The most We will pay under this Extension is £1,000 each Claim.</p>	<ul style="list-style-type: none"> i) Loss of oil or water caused by gradual leakage or evaporation. ii) Loss or damage whilst the Home is Unfurnished or Unoccupied.
<p>H</p> <p>Refrigerated and Frozen Food</p>	<p>We will pay for the cost of replacing food in Your domestic refrigerators or freezers in the Home spoiled or damaged as a result of:</p> <ul style="list-style-type: none"> 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. <p>The most We will pay under this Extension is £1,000 each Claim.</p>	<ul style="list-style-type: none"> i) Loss or damage: <ul style="list-style-type: none"> 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 You or a member of the Family or by Your domestic employees, c) loss or damage involving a refrigerant or freezer unit over 15 years old. ii) The amount of the Excess.
<p>I</p> <p>Prams and Wheelchairs</p>	<p>We will pay for loss of or damage to prams and wheelchairs belonging to You or to a member of the Family following Accidental Damage in the United Kingdom or during Overseas Travel. The most We will pay under this Extension is £500 each Claim.</p>	<ul style="list-style-type: none"> i) Mechanical or electrical failure, wear and tear, depreciation or loss of use. ii) Theft of accessories unless stolen with the pram or wheelchair. iii) The amount of the Excess.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>J</p> <p>Liability as Tenant</p>	<p>We will pay all sums for which You are legally liable as tenant and not as owner of the Home for:</p> <ul style="list-style-type: none"> i) damage to the Buildings by Insured Perils 1 to 15 of Section 1 Buildings, ii) Accidental Damage to fixed glass including double glazing forming part of the Home and fixed sanitary fittings in the Home, iii) Accidental Damage to drain inspection covers and underground service pipes or cables for which You are legally responsible providing services to or from the Home. <p>The most We will pay under this Extension is £10,000 in any one Period of Insurance.</p>	<ul style="list-style-type: none"> i) Loss or damage occurring while the Home is Unoccupied. ii) Loss or damage specifically excluded under Insured Perils 1 to 15 in Section 1 Buildings. iii) The amount of the Excess.
<p>K</p> <p>Occupier's and Personal Liabilities</p>	<p>We will pay for all sums which You or a member of the Family are legally liable to pay in respect of accidents occurring during the Period of Insurance resulting in:</p> <ul style="list-style-type: none"> i) the death of or bodily injury to any person, ii) loss of or damage to property. <p>The most We will pay under this Extension for any one Claim is:</p> <ul style="list-style-type: none"> a) £5,000,000 other than for death of, or injury to, Your domestic employees, b) £10,000,000 in respect of death of, or injury to, Your domestic employees for death or injury arising directly out of and in the course of their employment with You. 	<p>Liability:</p> <ul style="list-style-type: none"> i) for the death of, or bodily injury to, a member of the Family, ii) for damage to property belonging to or under the control of You or a member of the Family or to a person employed by You or a member of the Family, iii) arising from a contract, whether written or not, which imposes a liability which You or any member of the Family would not otherwise have been under, iv) arising out of any business or profession, v) arising out of the ownership of the Buildings and their land or any other land or premises,

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>K Occupier's and Personal Liabilities (Continued)</p>	<p>We will pay for defence costs and expenses incurred with Our written consent in addition to the amount of £5,000,000 stated in a) above but such costs and expenses shall be included within the amount of £10,000,000 stated in b) above.</p> <p>In the event of Your death We will indemnify Your legal personal representatives under the terms of this Extension in respect of liability incurred by You or a member of the Family.</p>	<p>vi) arising out of the occupation of land or premises other than the Buildings and their land at the address of the Home shown on the Schedule,</p> <p>vii) arising out of the use, ownership or possession of mobility scooters, aircraft, hovercraft, watercraft, Motor Vehicles 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),</p> <p>viii) arising from the transmission of any communicable disease or virus.</p>
<p>L Jury Service</p>	<p>We will pay You or a member of the Family 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.</p>	<p>-</p>
<p>M Title Deeds</p>	<p>We will pay for the cost of preparing new title deeds to the Buildings if they are lost or damaged by any of the Insured Perils 1 to 16 of this Section when in the Home or in a bank or safe deposit. The most We will pay under this Extension is £500 each Claim.</p>	<p>-</p>
<p>N Fatal Injury</p>	<p>In the event of the death of You and/or Your spouse within 30 days of and as a direct result of bodily injury caused in the Home by fire or thieves We will pay £5,000 to the legal representatives of You or Your spouse. The most We will pay under this Extension is £10,000.</p>	<p>-</p>

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
<p>O December and Wedding Gifts Increase</p>	<p>The Sum Insured on Contents is automatically increased by £5,000:</p> <ul style="list-style-type: none"> i) during the month of December, ii) for the period of one month before and one month after and during the day of the wedding of You or any member of the Family to insure wedding gifts against loss or damage by any of Insured Perils 1 to 16 of this Section when they are in: <ul style="list-style-type: none"> a) the Home, 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. 	<p>-</p>
<p>P House Removal</p>	<p>We will pay for loss of or damage to Your Contents caused by Accidental Damage while in the course of removal from the Home to any new permanent home within the United Kingdom provided the removal is carried out by professional removal contractors. The most We will pay under this Extension is the Sum Insured on Contents.</p>	<ul style="list-style-type: none"> i) Loss of Money. 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 Excess.
<p>Q Contents Stored in Outbuildings</p>	<p>We will pay for loss of or damage to Your Contents which are stored or kept in detached garages, sheds or outbuildings at the Home caused by any of Insured Perils 1 to 16 of this Section. The most We will pay under this Extension is £1,000 each Claim.</p>	<ul style="list-style-type: none"> i) Loss of Money. ii) Loss of or damage to Contents in detached garages, sheds or outbuildings by theft not involving entry or exit by forcible and violent means. iii) Loss or damage while the Home is Unfurnished or Unoccupied. iv) Loss or damage to Contents stored or kept in greenhouses or in garages, sheds or outbuildings which are not situated within the boundaries of the land of the Home. v) The amount of the Excess.

SECTION 3 – PERSONAL POSSESSIONS

Basis of Claim Settlement

1. The **Sums Insured** shown on the **Schedule** must be adequate at the time of the loss to pay for:
 - I. **Unspecified Items** – the maximum value of **Unspecified Items**, **Valuables** and clothing that may be at risk at any one time.
 - II. **Specified Items** – the current replacement cost of each specified **Valuable** or other specified item.
 - III. **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** represent the maximum values or current replacement costs as described in 1 (I, II, III and IV) above the most **We** will pay will be:
 - I. **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.
 - II. **Specified Items** – the **Sum Insured** for each item shown in the **Schedule**.
 - III. **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. (I, 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 £25 of each and every **Claim** arising under this section.

EXCLUSIONS 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) any loss which happens as an indirect result of an event for which **You** are insured,
- 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)
<p>1. Sports Equipment</p>	<p>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:</p> <ul style="list-style-type: none"> i) the Sum Insured shown on the Schedule, ii) the most We will pay under this Extension for any one Claim is £3,500. 	<ul style="list-style-type: none"> i) Motor Vehicles, mobility scooters, watercraft, caravans, trailers, hovercraft, aircraft, gliders, pedal cycles, parachutes, camping equipment or living creatures. ii) Loss of or damage to sports equipment while in use. iii) The amount of the Excess.
<p>2. Unspecified Items</p>	<p>We will pay for the cost of replacing or repairing Your Unspecified Items if they are accidentally lost, destroyed, damaged or stolen. The most We will pay under this Extension for any one Claim is:</p> <ul style="list-style-type: none"> i) £1,000 for any one article, ii) the Sum Insured shown in the Schedule for this Extension. 	<ul style="list-style-type: none"> i) Loss of or damage to mobile phones, laptop computers, video cameras and camcorders, contact or corneal lenses, hearing aids, Musical Instruments, sports equipment or vehicles, mobility scooters, pedal cycles, Money and Credit Cards, deeds, securities and documents, guns or firearms, living creatures, livestock and pets. ii) Property more specifically insured either elsewhere in this Policy or on any other policy of insurance. iii) The amount of the Excess.
<p>3. Specified Items</p>	<p>We will pay for the cost of replacing or repairing the items specified in the Schedule if they are accidentally lost, destroyed, damaged or stolen. The most We will pay under this Extension for any one Claim for any item is the Sum Insured shown on the Schedule for that item.</p>	<ul style="list-style-type: none"> i) The amount of the Excess.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions and Exclusions Applying to Section 3)
<p>4. Personal Money and Credit Cards</p>	<p>We will pay for loss of Money. The most We will pay under this Extension for any one Claim for loss of Money is £500.</p> <p>We will pay for loss due to unauthorised use of Credit Cards. The most We will pay for any one Claim for loss due to unauthorised use of Credit Cards is £500.</p>	<ul style="list-style-type: none"> i) Loss of Money: <ul style="list-style-type: none"> a) held for business purposes, b) which does not belong to You or the Family or for which You or the Family are not legally responsible, c) not reported to the Police within 24 hours after the discovery of the loss, d) arising from depreciation or confiscation or shortages due to errors or omissions. ii) Loss due to unauthorised use of Credit Cards: <ul style="list-style-type: none"> a) resulting from a lost Credit Card which has not been reported to the Police and issuing authority within 24 hours after the discovery of the loss, b) following a breach of the terms and conditions of the issuing authority, c) following fraudulent use by any person related to You, d) held by You or the Family for business purposes. e) The amount of the Excess.
<p>5. Pedal Cycles</p>	<p>We will pay for the cost of replacing or repairing your pedal cycles if they are accidentally lost, destroyed, damaged or stolen. The most We will pay under this Extension for any one Claim shall not exceed £2,500 for each pedal cycle.</p>	<ul style="list-style-type: none"> i) Theft of any pedal cycle left both unlocked and unattended away from the Home. ii) Pedal cycles owned or used wholly or partly for business purposes. iii) Theft of accessories unless the pedal cycle is stolen at the same time. iv) Loss of or damage to a pedal cycle while it is being used for racing, pace-making or trials. v) Damage to tyres unless the pedal cycle is damaged at the same time. vi) Loss of or damage to motorised or power-assisted cycles. vii) The amount of the Excess.

GENERAL EXCLUSIONS APPLICABLE TO YOUR PARK HOME, CONTENTS & PERSONAL POSSESSIONS SECTIONS

This policy does not cover:

1. **War**
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
2. **Terrorism**
Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.
Terrorism is defined as any act or acts including, but not limited to:
 - a. the use or threat of force and/or violence and/or
 - b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or
 - c. chemical and/or biological and /or
 - d. radiological meanscaused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/ or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.
3. **Other Actions**
Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:
any action taken in controlling, preventing, suppressing or in any way relating to 1) War or 2) Terrorism above.
4. **Radioactivity**
Loss, damage or liability which involves:
 - a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
 - b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.
5. **Sonic Bangs**
Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. **Pollution or Contamination**

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified;
- b. oil leaking from a domestic oil installation at the **Home**

7. **Deliberate Criminal Acts**

Any loss or damage

- a. deliberately caused by; or
- b. arising from a criminal act committed by you, or by any other person living with you.

8. **Events before the cover start date**

Loss, damage, injury or liability which occurred before the cover under this policy started.

EXCLUSIONS AND CONDITIONS IN THE EVENT OF UNOCCUPANCY OR THE HOME BEING UNFURNISHED

If the **Home** will be temporarily **Unoccupied** for longer than 60 consecutive days or is **Unfurnished** the following will apply:

SECTION 1 BUILDINGS and SECTION 2 CONTENTS

While the **Home** is **Unoccupied** or **Unfurnished** the following conditions apply:

1. **You**, or a person authorised by **You**, must inspect the **Home** internally at least once a week.
2. All locks and bolts for securing external doors, windows and fanlights which are accessible without the use of a ladder or from drainpipes must be put into full and effective operation and the keys withdrawn from the locks and bolts whenever the **Home** is left unattended.
3. There is no cover under Peril 10 (Escape of water or oil) of both the **Buildings** and **Contents** sections during the period 1st November to 31st March unless either the water supply is turned off at the main and all water systems drained or the central heating system is left in full operation 24 hours a day to maintain a minimum temperature of 10°C/50°F throughout the **Home**.
4. There is no insurance for **Valuables** under Peril 7 (Theft or attempted theft) of the **Contents** section.
5. The exclusion of Perils 7 (Theft), 9 (Vandals and malicious damage) and 10 (Escape of water or oil) under both the **Buildings** and **Contents** sections and Extension A (Glass, sanitary fixtures and fixed hobs) under **Buildings** and Extension C (Mirrors and glass) under **Contents** when the **Home** is **Unoccupied** or **Unfurnished** shall not apply.

Please note that if the Home is going to be Unoccupied for a period of no longer than 90 days, please inform Coast, who may be able to extend the Unoccupancy Period. All of the conditions above would still apply and an extra charge may be levied.

Failure to comply with the conditions could have the effect of limiting Your cover under this policy if such failure has increased the risk or the extent of a loss occurring under this policy.

If the **Home** will be **Unoccupied** for longer than 60 consecutive days the cover will be restricted to:

SECTION 1 BUILDINGS

- | | | |
|----------------|-----|--|
| Standard Cover | 1. | Fire. |
| | 2. | Explosion. |
| | 3. | Smoke |
| | 4. | Lightning and thunderbolt. |
| | 5. | Earthquake. |
| | 6. | Subterranean fire. |
| | 8. | Riot, civil commotion, strikes, labour and political disturbances. |
| | 11. | Storm or flood. |
| | 12. | Falling trees or branches. |
| | 13. | Impact with the Buildings by any vehicle, animal or by articles dropped or falling from them. |
| | 14. | Impact with the Buildings 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 Buildings stand or landslip. |
| Extended Cover | E | Contracting Buyer. |
| | F | Property Owner's liability. |

SECTION 2 CONTENTS

- | | | |
|----------------|-----|--|
| Standard Cover | 1. | Fire. |
| | 2. | Explosion. |
| | 3. | Smoke |
| | 4. | Lightning and thunderbolt. |
| | 5. | Earthquake. |
| | 6. | Subterranean fire. |
| | 8. | Riot, civil commotion, strikes, labour and political disturbances. |
| | 11. | Storm or flood. |
| | 12. | Falling trees or branches. |
| | 13. | Impact with the Buildings by any vehicle, animal or by articles dropped or falling from them. |
| | 14. | Impact with the Buildings 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. |
| Extended Cover | K | Occupier's and Personal liabilities. |

GENERAL CONDITIONS APPLICABLE TO YOUR PARK HOME, CONTENTS & PERSONAL POSSESSIONS SECTIONS

1. **You** must do all **You** can to prevent and reduce any costs, damage, injury or loss.
2. **You** must tell Coast about any loss, damage or liability as soon as possible and provide all the relevant information and help that is needed to deal with **Your Claim**. **You** must avoid discussing liability with anyone else without **Our** permission.
3. It is **Your** responsibility to prove any loss and therefore **You** may be asked to provide receipts, valuations, photographs, instruction booklets and guarantee cards and any other relevant information, documents and assistance required to help with **Your Claim**.
4. Coast will decide how to settle or defend a **Claim** and may carry out proceedings in the name of any person covered by **Your** policy, including proceedings for recovering any **Claim**.
5. **You** must report any loss, theft, attempted theft or malicious damage to the Police and obtain a crime reference number within 7 days of discovery of the incident.
6. If **Your Claim** is in any way dishonest or exaggerated **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent **Claim**. **We** may also take legal action against **You**.
7. If any **Claim** is covered by any other insurance, **We** will not pay for more than **Our** share of that **Claim**.
8. **You** must take reasonable care to provide complete and accurate answers to the questions Coast asks.
9. If any of the information provided by **You** changes after **You** purchase **Your** policy and during the **Period of Insurance**, or on **Your Schedule** at renewal, or becomes untrue or incorrect, please provide Coast with updated details.
10. If any of the information provided by **You** is not complete and accurate:
 - a) **We/Coast** may cancel **Your** policy and refuse to pay any claim, or
 - b) **We/Coast** may not pay any claim in full, or
 - c) **We/Coast** may revise the premium and/or change any **Excess**, or
 - d) the extent of the cover may be affected.The changes, if accepted by **Us** will apply from the date indicated on **Your** updated **Schedule**. In this case, **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**.
11. Coast recommend that **You** keep a record (including copies of letters) of all information provided to **Us/Coast** for **Your** future reference.
12. If **You** are paying the premium using a monthly credit facility, **You** must make the regular monthly payments that are required in the credit agreement. If the credit agreement is terminated for non-payment, **We** may cancel this insurance as set out in General Condition 17.

13. Coast will contact **You** in writing at least 21 days before **Your** renewal date and will either:

- a) give **You** an opportunity to renew **Your** insurance for a further year and:
 - i. tell **You** about any changes **We** are making to the terms and conditions of **Your** policy;
 - ii. review **Your** circumstances and consider whether this insurance continues to meet your needs;
 - iii. check that the information **You** have provided **Us** is still correct, and provide the opportunity for **You** to tell **Us** if anything has changed
 - iv. tell **You** the price for the next year

If **You** wish to make any changes at renewal, please contact Coast.

OR

- b) let **You** know that **We** are unable to renew **Your** insurance. Reasons why this may happen include, but are not limited to the following:
 - i. when the product is no longer available; or
 - ii. when **We** are no longer prepared to offer **You** insurance for reasons such as:
 - **We** reasonably suspect fraud,
 - **Your Claims** history,
 - **We** have changed **Our** acceptance criteria,
 - **You** are no longer eligible for cover, and/or

- where **You** have not taken reasonable care to provide complete and accurate answers to the questions asked. See the “Important Notice – Information **You** Have Given **Us**” section within this document. General Condition 10.

Where **We** have offered **You** renewal terms and **You** select or have selected to pay by direct debit, **You** will be notified before **Your** renewal date that the policy will automatically be renewed and the renewal premium will again be collected from **Your** specified bank account.

Coast will not automatically renew **Your** policy if:

- **You** have contacted them to cancel **Your** direct debit arrangements since **You** purchased the policy or **Your** last renewal; or
- they can no longer offer **You** their direct debit facility if, for example, **You** have a poor payment history or adverse credit history.

If either of the above happens Coast will advise **You** of this in **Your** renewal letter and **You** will need to contact Coast to make payment before the policy can be renewed.

14. A cooling off period (14 days from the renewal of the contract or the date on which **You** receive **Your** renewal documentation, whichever is the later) applies. Please read “**Your** cancellation rights” in this policy booklet.

15. **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 **Coast** before the next renewal date, **We** will not renew it. **Our** right to renew this policy does not affect **Your** cancellation rights shown on the first page of this policy booklet.

16. Following the expiry of your 14 day statutory cooling-off period, you continue to have the right to cancel your policy at any time during its term. If you do so, you will be entitled to a refund if no claim has been made during the **Period of Insurance** of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided cover. A mid-term cancellation fee will apply.

To exercise your right to cancel, please contact: Coast, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA. Telephone: 0800 614 849 or email: info@coastinsurance.co.uk.

17. **We** (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 14 days' written notice to **Your** last known post and/or email address setting out the reason for cancellation. Valid reasons include but are not limited to the following:

- Non-payment of premium (including non-payment of instalments under a credit facility). If premiums or instalment payment(s) are not paid when due, Coast will write to **You** requesting payment by a specific date. If they receive payment by the date set out in the

letter no further action will be taken. If they do not receive payment by this date the policy will be cancelled from the cancellation date shown on the letter.

- Where **We** reasonably suspect fraud.
- Where **You** fail to co-operate with **Us** or **Coast** or provide information or documentation reasonably required, and this affects **Our** ability to process a **Claim** or defend **Our** interests. See General Condition 8 in this policy booklet.
- Where **You** have not taken reasonable care to provide complete and accurate answers to the questions asked. See General Condition 10.

If **We** cancel the policy under this section, **You** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **We** have provided such cover and a mid-term cancellation fee. No refund will be payable if the reason for cancellation is fraud and/or **We** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Where investigations provide evidence of fraud or a serious non-disclosure **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out.

HOW TO MAKE A CLAIM (BUILDINGS, CONTENTS & PERSONAL POSSESSIONS SECTION)

To report a **Claim**, please telephone Coast on **01892 786099**. Lines are open 24 hours a day, 7 days a week.

They will take full details of **Your Claim** over the telephone. Please have **Your** individual reference number available.

Once **Your Claim** has been set up, please forward any estimates, invoices, valuations, or other supporting documentation to Coast as soon as possible. Their address is:

Helix House
High Street
Wadhurst
East Sussex TN5 6AA

Please quote **Your** individual reference number on all correspondence.

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.

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 at 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

Consumer Legal Services

Register today at: www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters.

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, mediator 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".

Communication Costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service.

Home – Your Park Home, as declared in **Your** proposal for insurance.

Insured – You, Your partner and relatives 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 and 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. 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.
3. Reasonable accountancy fees reasonably incurred under INSURED EVENT 6 TAX by the **Appointed Advisor** and agreed by **Us** in advance.
4. The **Insured’s** basic wages or salary under Insured event 8 Loss of earnings while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service.
5. The **Insured’s** communication costs.

Limit of Indemnity – £50,000 which is the maximum **Legal Costs and Expenses** payable by the **Insurer** in respect of all claims related by time or original cause.

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**
 - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - 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.

Where it has been determined that reasonable prospects of success as set out in 1., 2. and 3. above do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

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 simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, 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 Insured Event the **Insurer** will pay the **Insured's Legal Costs and Expenses** and **Communication Costs** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

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 Insured Event occurs within the **Territorial Limit**.
4. The claim:
 - always has **Reasonable Prospects of Success** and
 - is reported to **Us**
 - i. during the **Period of Insurance** and
 - ii. 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
 - a. to be heard by the **Small Claims Court** and/or
 - b. before proceedings have been or need to be issued.
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body 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 arising from or relating to:

1. a dispute arising solely from personal injury
2. defending the **Insured** other than defending an appeal
3. **Legal Costs and 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. an **insured's** employer's or ex-employer's pension scheme

6. a compromise or settlement agreement between the **Insured** and their employer unless such an agreement arises from an ongoing claim under the policy.

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 arising or relating to:

1. a dispute with a tenant or where the **Insured** is the landlord or lessor
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

- 3.1 A dispute relating to visible property which the **Insured** owns following:
- a. an event which causes physical damage to the **Insured's** 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
- 3.2 A dispute with **Your** landlord or site owner arising out of **Your** occupation of **Your Home**.

What is not insured under Event 3:

1. The first £250 of any claim under INSURED EVENT 3b). 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** (except under 3.2 above)
 - 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

4. 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 claim 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 arising or relating to a contract dispute
2. Defending any dispute other than an appeal.

6. TAX

A formal 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 arising or relating to:

1. tax returns where HM Revenue & Customs impose a penalty or which contain careless and/or deliberate 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 Fraud Investigation Service 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 Event 7:

Any claim arising or 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 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 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 and 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 6, 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 aircraft 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 and 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 and Expenses, Communication Costs, employment tribunal and employment appeal tribunal fees** and, where recovered, pay them to the **Insurer**
 - d. keep **Legal Costs and 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. Freedom to choose an Appointed Advisor
- 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. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them which may be less than the rates available from other firms.)
 - 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 Fee Agreement** where legally permitted

3. **Consent**

- a. 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
- b. An **Insured** must have your agreement to claim under this policy

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 and 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 and Expenses**
- e. The **Insured** must settle **Communication Costs** arising from INSURED EVENT 9 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 6 below

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 46 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 its 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 and Claims tainted by dishonesty**
- a. If the **Insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost
 - b. An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - i. affected **Our** assessment of **reasonable prospects of success**, and/or
 - ii. prejudiced any part the outcome of the **Insured's** claim the **Insurer** shall have no liability for **Legal Costs & Expenses**
9. **Acts of Parliament & Jurisdiction**
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
10. **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
11. **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 TN5 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

Telephone: 0117 917 1561
(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

Should **You** remain dissatisfied **You** can pursue **Your** complaint further with Lloyd's, who can be reached in the following ways:

Lloyd's
One Lime Street
London EC3M 7HA

Telephone: 0207 327 5693
Fax: 0207 327 5225
email: complaints@lloyds.com
Website: www.lloyds.com/complaints

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

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567
or 0300 123 9123
Email: complaint.infofinancial-ombudsman.org.uk

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

The Financial Ombudsman Service's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** obligations, depending on the type of insurance and the circumstances of **Your** claim.

Further information is available at www.fscs.org.uk or by contacting the FSCS directly on **0800 678 1100**.

HOW TO MAKE A CLAIM

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 solicitor or accountant as the **Insurer** will not pay any costs incurred without **our** agreement.
2. **You** can download a claim form at **www.arag.co.uk/newclaims** or **You** can request one by telephoning **Us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
3. **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send you a written acknowledgment by the end of the next working day after the claim is received.
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 cover under the terms of your policy and advising you of the next steps to progress your claim; or
 - if the claim is not covered, explaining in full why and whether **We** can assist in another way.
5. When an advisor 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.

HELPLINES

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL AND TAX ADVICE

If **You** have a legal or tax problem **We** strongly recommend that **You** take advantage of **Our** confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

For legal and tax advice, please telephone ARAG on **0333 000 7809** (local rate number).

IDENTITY THEFT HELPLINE & RESOLUTION SERVICE

This helpline provides advice to help **You** keep **Your** identity secure. If **You** suspect **You** are a victim of identity theft, **Our** specialist caseworkers can help **You** to restore **Your** credit rating and correspond with **Your** card issuer, bank or other parties. This service is available from 8am to 8pm seven days a week by calling **0333 000 2083**.

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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. Our FCA register number is 306716.

Our permitted business is selling and administering contracts of general 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, register number 204930

Legal Expenses Insurance administered 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 452369.

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



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www.coastinsurance.co.uk

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