YOUR POLICY DOCUMENT



Platinum Park Home Policy

Telephone: 01892 784059 www.coastinsurance.co.uk

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

Introduction

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

Coast, The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB.

Tel: 01892 784059 or email: info@coastinsurance.co.uk

The Park Home, Contents, Personal Possessions and Liability sections are underwritten by AmTrust Europe Limited. FCA number 202189.

The Family Legal Solutions section is administered by ARAG plc.

The Family Legal Solutions section is underwritten by HDI Global Security SE.

Your Cancellation Rights

Your right to change Your mind

You may cancel the insurance, without giving reason, by contacting **Coast** within 14 days of the policy starting or (if later) within 14 days of **You** receiving the insurance documents. **We** will refund **Your** premium in full. This refund is subject to no incidents having occurred, which give rise to a **Claim**.

Cancellation after the withdrawal period

You may cancel this insurance after the withdrawal period by contacting Coast. We will refund the part of Your premium which applies to the remaining Period of Insurance (as long as You have not made a Claim within the Period of Insurance).

However, We will not make a pro-rata refund on Direct Debit cases where the refund is less than one month's instalment as **You** will only have paid for the cover **You** have already received.

You may also be required to pay a cancellation fee, please refer to Coast's Terms of Business which confirms what these charges are.

We can cancel this insurance by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the address shown in the **Schedule** and will set out the reason for cancellation in this letter. **We** will refund the part of **Your** premium which applies to the remaining **Period of Insurance** (as long as **You** have not made a **Claim** within the **Period of Insurance**).

Valid reasons include:

- Where We have been unable to collect a premium payment. In this case We will contact You in
 writing requesting payment by a specific date, We will write to You again notifying You that
 payment has not been received and Your policy will be cancelled. If payment is still not received,
 We will cancel Your policy and notify You in writing that such cancellation has taken place;
- Where You are required in accordance with the terms of this policy to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects Our ability to process a Claim, or Our ability to defend Our interests. In this case We may issue a cancellation letter and will cancel Your policy if You fail to co-operate with Us or provide the required information or documentation by the end of the cancellation notice period;
- Where **We** reasonably suspect fraud, or where fraud is proven;
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers;
- Where You have not taken reasonable care to provide complete and accurate answers to the questions asked. See General Condition 10.

To cancel **Your** policy, contact Coast by telephoning 01892 784059 or emailing info@coastinsurance.co.uk or writing to The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB.

Data Protection (Applicable to Park Home, Contents and Personal Possessions and Liability sections)

We are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is AmTrust Europe Ltd. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at www.amtrusteurope.com.

How We use Your Personal Data and who We share it with

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from Us or which We feel may interest You. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements. If You have any questions concerning Our use of Your personal data, please contact: The Data Protection Officer, AmTrust International - please see website for full address details.

Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, please contact Coast.

Compensation

AmTrust Europe Limited 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.

Index to your policy

This policy is made up of individual Sections. It should be read together with the **Schedule** which indicates the Sections **You** are insured under and gives precise details of **Your** insurance protection.

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Complaints Procedure

(Park Home, Contents & Personal Possessions Section)

The aim is always to give **You** the highest level of service but should **You** at any time become dissatisfied the complaints procedure on page one of the booklet explains who to contact.

Coast's commitment to customer service

Coast value the opportunity to look into any concerns **You** may have with the service provided and are committed to dealing with all complaints fairly, consistently and promptly.

Who to contact in the first instance

Many concerns can be resolved straight away, therefore, please get in touch with Coast as they will generally be able to provide **You** with an immediate response to **Your** satisfaction. Contact details are provided below:

Compliance Manager Coast, The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB.

You can telephone on 01892 784059 or email: info@coastinsurance.co.uk

If Coast cannot resolve **Your** complaint straight away, they will aim to resolve **Your** concerns as soon as possible and will keep **You** informed of progress whilst enquiries are continuing. The majority of complaints received that are not resolved straight away are resolved within four weeks of receipt.

If **Your** complaint is wholly or partly about the service of one of Coast's third party providers, Coast will ensure it is forwarded to them promptly and let **You** know who is dealing with each aspect of **Your** complaint.

Complaint Procedure Leaflet

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

The Financial Ombudsman Service

If Coast are unable to resolve **Your** complaint to **Your** satisfaction within eight weeks, or if **You** remain dissatisfied following receipt of Coast's final response letter, **You** can ask the Financial Ombudsman Service to formally review **Your** case. Should **You** decide to do this, **You** must contact the Financial Ombudsman Service within six months of Coast's final response.

The Financial Ombudsman Service contact details are as follows:

Financial Ombudsman Service Exchange Tower London E14 9SR

You can telephone 08000 234 5671 or 0300 123 9123. Calls from UK landlines and mobiles are free.

Or email: complaint.info@financial-ombudsman.org.uk

Whilst We are bound by the decision of the Financial Ombudsman Service, You are not.

Following the complaints procedure does not affect Your legal rights.

Park home insurance policy – important notice

(Park Home, Contents & Personal Possessions Section)

Giving Us all the important information

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

- We may cancel Your policy and refuse to pay any Claim or
- We may not pay any Claim in full.

We will write to You if We:

- intend to cancel **Your** policy; or
- need to amend the terms of Your policy; or
- require You to pay more for Your insurance.

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

If You are part of a partnership, a sole trader, a limited company or other legal entity the following applies to You:

Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this policy starts, at each renewal and when **You** make any amendment(s) to cover. This means **You** must:

- (a) disclose all material facts of which **You** know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, You are expected to know the following;

- (a) If **you** are an individual (such as a sole trader or individual partner):
 - what is known to You and anybody who is responsible for arranging this insurance, or if You
 are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of Your organisation's senior management (this
 means those people who play significant roles in the making of decisions about how Your
 activities are to be managed or organised or anybody who is responsible for arranging this
 insurance.
- (b) what should reasonably be revealed by a reasonable search of the information available to You. The information may be held within Your organisation (including, but not limited to, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, We may avoid this policy, refuse all Claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, We would not have
 agreed to provide cover under the policy on any terms, We may avoid this policy and refuse all
 Claims, but We will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, We would have
 agreed to provide cover under this policy but on different terms (other than premium terms), We
 may require that this policy includes such different terms with effect from its commencement,
 and/or
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this policy but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium that **We** would have charged. For example: if, due to a breach of fair presentation, **We** charged a premium of £200 but **We** should have charged £400, then for any **Claim** submitted and agreed at a settlement value of £1,000, **You** will only be paid £500.

Law & Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

Telephone Call Recording

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

Definitions

(Park Home, Contents & Personal Possessions Section)

Certain words have specified meanings when they appear in the Park **Home**, **Contents** and **Personal Possessions** section of this policy. These meanings are shown below or in the section where they apply. They are printed in **bold** type

Accidental Damage	Unexpected and unintended physical damage caused by sudden and visible
	means.

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.

A single loss or series of losses arising from one originating cause for wh	ich
insurance is provided by this policy.	

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.

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.

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:

- Motor Vehicles, mobility scooters, caravans, trailers, watercraft, boats, canoes, sailboards, surfboards, hovercraft, aircraft and their parts and accessories,
- b) living creatures, livestock and pets,
- trees, bushes or plants of any kind other than houseplants normally kept in the living accommodation of the **Home**,
- 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.

Buildings

Claim Payment

Contents

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 VehiclesAny electronically or mechanically or power driven assisted vehicle, toy or model other than:

 vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **Home**;

- vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- golf carts and trolleys;
- toys and remotely controlled by a pedestrian;
- electrically assisted pedal cycles that are not legally required to pay
 Vehicle Excise Duty for road use

(see www.gov.uk/ electric bike rules for more information).

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.

Permanent Main, principal or only residence on a licensed for 12 month residential site.

Residence

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**. EXCLUDING property held or used for business or professional purposes.

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.

Without anough furniture and furnishings for full habitation for more

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**.

Valuables

Any articles composed of precious metals or incorporating precious stones, jewellery, furs, watches, 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

AmTrust Europe Limited. Registered office: Market Square, St James's

Street, Nottingham, NG1 8FG 01229676.

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

- 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.
- 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.
- 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 physical loss of or physical damage or physical destruction 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.	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.
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.
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	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
installation, pipes or apparatus.	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.

STA	NDARD COVER	EXC	LUSIONS (see also General Exclusions)
· ·	the Buildings by any vehicle, articles dropped or falling	13.	Loss or damage caused by insects, infestation, birds or domestic pets.
	the Buildings by any aircraft dropped or falling from	ı	
breakage or television re	he Buildings caused by collapse of satellite ceiving equipment, radio aerials, aerial fittings	15.	Loss or damage to the equipment itself.
16. Subsidence of	or heave of the site on which is stand, or landslip.	16. 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. Loss or damage: 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. 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.

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	We will pay the cost of replacing or repair following Accidental Damage to: 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.	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	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.	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	While the Home remains uninhabitable as a result of loss or damage insured under this Section We will pay You for: 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. The most We will pay under this Extension shall not exceed 20% of the Sum Insured on Buildings each Claim.	i) Cost or rent incurred without Our prior agreement.	

EXTENSION	COVER	EXCLUSIONS (see also General	
		Exclusions)	
D Professional Fees and Other Costs	Following loss or damage due to an Insured Peril We will pay for, provided Our prior agreement has been obtained: 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.	 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. 	
E Contracting Buyer	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 .	 i) Loss or damage insured under any other policy. ii) Any amount payable under Extension C – Alternative Accommodation and/or Loss of Rent. 	
F	We will pay damages and claimants'	Liability:	
F .	costs and expenses for which You	i) for the death of or Bodily Injury to	
Property Owner's Liability	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: 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	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)	
F Property Owner's Liability (continued)	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 .	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.	
G Stolen Keys	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 . The most We will pay under this Extension and Extension E of Section 2 is £300 in total each Claim .	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

- 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. There is no cover for damage that occurs when the **Home** is not sited or connected to the main services.
- 7. 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**.

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)
We will pay for physical loss of or physical damage to the Contents in the Home 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. iii) Loss of or damage to Contents in detached garages, sheds or outbuildings other than as provided in Extension Q.
Insured Perils:	
1. Fire.	-
2. Explosion.	-
3. Smoke.	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) 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.
8. Riot, civil commotion, strikes, labour and political disturbances.	-
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.
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.	 i) Loss or damage while the Home is Unfurnished or Unoccupied. b) ii) Loss or damage while the Home is Unfurnished or Unoccupied, iii) Loss of the oil itself (see Extension G).
11. Storm or flood.	 11. Loss or damage: 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, infestiatio, 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.	Loss or damage caused by or resulting from coastal or river erosion.
17. Accidental Damage	 17. Damage: i) caused by or arising from: a. frost, damp, corrosion, rust, wet or dry rot, fungus, insects, infestation, 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, v) 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)
A Contents in the Open	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. The most We will pay under this Extension is £500 in total for each Claim.	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.
B Contents Temporarily Removed	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: 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.	i) Loss or damage to Contents: 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)
C Mirrors and Glass	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.	i) Loss or damage while the Home is Unoccupied . ii) The amount of the Excess .
D Home Entertainment and Computer Equipment	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.	 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, infestation 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.
E Stolen Keys	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 .	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)
F Alternative Accommodation and/or Loss of Rent	While the Home remains uninhabitable as a result of loss or damage insured under this Section We will pay for: 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. The most We will pay under this Extension is £10,000.	i) Costs incurred or rent payable without Our prior consent.
G Oil and Water	We will pay for loss of: i) oil from a domestic heating installation, ii) metered water, 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.	i) Loss of oil or water caused by gradual leakage or evaporation. ii) Loss or damage whilst the Home is Unfurnished or Unoccupied.
H Refrigerated and Frozen Food	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: i) accidental breakdown of the refrigeration or freezer unit, ii) escape from the unit of refrigerant and/or refrigerant fumes, iii) accidental failure of the electricity or gas supply. The most We will pay under this Extension is £1,000 each Claim.	i) Loss or damage: a) caused by the deliberate act of the supply authority or company or as a result of any strike or withdrawal of labour, b) caused by a deliberate act of 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.
I Prams and Wheelchairs	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.	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	EVCLUSIONS (see also Concret
EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
	We will a suferior all	•
Occupier's and Personal Liabilities	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: i) the death of or Bodily Injury to any person, ii) loss of or damage to property. The most We will pay under this Extension for any one Claim is: 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. 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. 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.	Liability: 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, 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, 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), viii) arising from the transmission of any communicable disease or virus.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
K Jury Service	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.	-
L Title Deeds	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.	-
M Fatal Injury	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.	-
N December and Wedding Gifts Increase	The Sum Insured on Contents is automatically increased by £5,000: 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: 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.	

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
O House Removal	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.	 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 Contents Stored in Outbuildings	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.	i) Loss of Money. i) Loss of or damage to Contents in detached garages, sheds or outbuildings by theft not involving entry or exit by forcible and violent means. ii) Loss or damage while the Home is Unfurnished or Unoccupied. iii) 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. iv) The amount of the Excess.

EXTENSION	COVER	EXCLUSIONS (see also General Exclusions)
Q Personal Accident Cover	If You or Your husband, wife, partner or children suffer Bodily Injury sustained during the Period of Insurance whilst in the Home or within the boundaries of the Permanent site of the Home which, within 24 months of occurring, directly results in one of the following We will pay the benefit shown: 1. Death £20,000 2. Total loss of use of one or more limbs £20,000 3. Total Loss of Sight in one or both eyes £20,000 4. Permanent Total Disablement from any occupation £20,000 Bodily Injury suffered whilst engaged in routine minor maintenance activities is covered. There is no upper or lower age limit.	i) No cover is provided for Bodily Injury You or Your husband, wife, partner or children suffer whilst engaged in the construction, erection or installation of the Home .

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:
 - 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 and III) above the most **We** will pay will be:
 - 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** <u>do not</u> represent the maximum values or current replacement costs as described in 1. (I, II and III) 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.
- We have the option following a Claim to make payment in cash or effect necessary repair, replacement or reinstatement.
- 7. There is no cover for damage that occurs when the **Home** is not sited or connected to main services.
- 8. **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,
- loss or damage arising from confiscation, detention or seizure, depreciation and deterioration from normal use or wear and tear, moth, insects, infestation, 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.

EXT	ENSION	COVER	EXCLUSIONS (see also General Exclusions and Exclusions Applying to Section 3)
1.	Sports Equipment	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: i) the Sum Insured shown on the Schedule, ii) the most We will pay under this Extension for any one Claim is £3,500.	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.
2.	Unspecified Items	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: i) £1,000 for any one article, ii) the Sum Insured shown in the Schedule for this Extension.	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, 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.
3.	Specified Items	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.	i) The amount of the Excess .

EXT	TENSION	COVER	EXCLUSIONS (see also General Exclusions
1	Dorsonal	We will pay for loss of Money	and Exclusions Applying to Section 3)
4.	Personal Money and Credit Cards	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. 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.	 i) Loss of Money: 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: 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.
5.	Pedal Cycles	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.	 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, pacemaking 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 means

caused 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:

- ionising radiation or radioactive contamination from nuclear fuel or nuclear waste;
- 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
- 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.
- Damage by guests or You
 Theft, attempted theft, malicious damage or vandalism by guests or You.
- Confiscation or detention
 Confiscation or detention by
 Customs or other officials.

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.
- 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.
- 6. There is no cover for damage that occurs when the **Home** is not sited or connected to main services.

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

- 1. Fire.
- Cover
- 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.
- 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

- E Contracting Buyer.
- **Cover** F Property Owner's liability.

SECTION 2 CONTENTS

Standard Cover

Fire.

1.

Κ

- 2. Explosion.
- 3. Smoke
- 4. Lightning and thunderbolt.
- Earthquake.
- 6. Subterranean fire.
- 8. Riot, civil commotion, strikes, labour and political disturbances.
- 11. Storm or flood.
- 12. Falling trees or branches.
- Impact with the **Buildings** by any vehicle, animal or by articles dropped or falling from them.
- 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

Occupier's and Personal liabilities.

Occupier 3 and Fersonal habilitie

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

- This policy is only available to Permanent Residences on a 12 month licensed site.
- You must do all You can to prevent and reduce any costs, damage, injury or loss.
- 3. 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.
- 4. 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**.
- 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.
- 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.
- If any Claim made by You or anyone acting on Your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, We may:
 - a. not pay Your Claim; and
 - recover (from You) any payments
 We have already made in respect of that Claim: and
 - terminate **Your** insurance from the time of the fraudulent act;

- inform the police of the fraudulent act.
- If Your insurance is terminated from the time of the fraudulent act, We will not pay any Claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.
- If any Claim is covered by any other insurance, We will not pay for more than Our share of that Claim.
- 10. 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.
- 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 15.

- 13a. Coast will contact You in writing at least 21 days before Your renewal date and will either:
 - give You an opportunity to renew Your insurance for a further year and:
 - tell You about any changes We are making to the terms and conditions of Your policy;
 - review Your circumstances and consider whether this insurance continues to meet Your needs:
 - check that the information You have provided **Us** is still correct, and provide the opportunity for You to tell Us if anything has changed; and the price for the next vear

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

OR

- 13b. let You know that We are unable to renew Your insurance. Reasons why this may happen include, but are not limited to the following:
 - when the product is no longer available: or
 - 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. 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. 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 an administration charge will apply. No refund will be payable if the reason for cancellation is fraud.
- 17. We shall not be deemed to provide cover and shall not be liable to pay any Claim or provide any benefit under this insurance if the provision of such cover, payment of such Claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

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

As soon as **You** are aware of an event or cause that is likely to lead to a **Claim** under this policy **You** must:

- Tell the police immediately about any property which has been lost, stolen or damaged by riot or civil commotion or has been maliciously damaged, and get a crime reference number.
- b. Contact Coast on 01892 786099 as soon as reasonably possible, but within 7 days of becoming aware of claims involving damage by riot or civil commotion. Coast will take full details of **Your Claim** over the telephone.
- c. Do all **You** reasonably can to get back any lost or stolen property and tell Coast without unnecessary delay if any property is later returned to **You**.
- d. Keep Coast informed of any information or communication about the event or cause.
- e. Avoid discussing liability with anyone else without **Our** permission.

Calls to 01 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

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 The Old Bank, High Street, Wadhurst, East Sussex TN5 6AB. 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 HDI Global Speciality (commercial register number: HRB 211924), (FRN: 659331).

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin). Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. (FRN: 659331).

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

The Old Bank High Street Wadhurst East Sussex TN5 6AB

You can telephone on 01892 784059

Privacy Statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website **www.arag.co.uk**. The insurer's full privacy notice may be found at the following link: https://www.hdispecialty.com/int/en/legals/privacy.

Collecting Personal Information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth, and if appropriate medical information. We will hold and process this information in accordance with the General Data Protection Regulations.

Should we ask for personal or sensitive information, we will undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using Personal or Sensitive Information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premiums or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping Personal Information

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

Your Rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including: the right to a copy of the personal data we hold, the right to object to the use of personal data or the withdrawal of previously given consent, the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

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% "nowin 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 HDI Global Speciality SE (commercial register number: HRB 211924), (FRN: 659331).

Legal Costs and Expenses

- 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.
- 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.
- Reasonable accountancy fees reasonably incurred under INSURED EVENT 6 TAX by the Appointed Advisor and agreed by Us in advance.
- 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

- 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.
- 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.

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 **Insure**.

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:
 - a. always has Reasonable Prospects of Success and
 - b. 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.
- Unless there is a conflict of interest the Insured always agrees to use the Appointed Advisor chosen by Us in any claim
 - Falling under the jurisdiction of the Residential Property Tribunal and/or
 - b. before proceedings have been or need to be issued.
- 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
- 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.

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.
- Legal Costs and Expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal.
- 4. an **insured's** employer's or exemployer's pension scheme.
- 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:

 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 leasee where the **Insured** is the landlord or lessor.
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments.
- 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.
- construction work, or the design, conversion or extension of any building where the dispute arises from and agreement that:
 - a. exceeds, or
 - b. is ancillary to another contract that exceeds

£10,000 in value including VAT.

 a dispute with any party other than the party with whom the **Insured** has entered into an agreement or alleged agreement.

3. PROPERTY

- 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
 - a public or private nuisance or trespass provided that where any boundary is in dispute, You have proof of where the boundary lies.
- A dispute with Your landlord or site owner arising out of Your occupation of Your Home.

What is not insured under Event 3:

- 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 arising from or 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 arising from or relating to:

- a condition, illness or disease which develops gradually over time.
- 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:

- 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:

- 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**.
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Insured's financial arrangements.
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.
- 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:

- the **Insured** being interviewed by the police or others with the power to prosecute
- 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:

- 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:

- Legal Costs and Expenses incurred without Our consent.
- 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.
- 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
 - c. illegal immigration
 - d. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- a dispute between **Your** family members.
- 6. an Insured's deliberate or reckless act.
- 7. a judicial review.
- a dispute arising from or relating to clinical negligence except as provided for in INSURED EVENT 5 CLINICAL NEGLIGENCE.
- a dispute with **Us** not dealt with under Condition 6, or the **Insurer** or the company that sold this policy.

10.

 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

- 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:

- 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
- 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** and, where recovered, pay them to the **Insurer**
- d. keep Legal Costs and Expenses and Communication Costs as low as possible
- 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. If:
 - A suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an Insured, or

- There is a conflict of interest the **Insured** may choose a qualified advisor
- The right of the Insured to choose never applies to Residential Property Tribunals
- 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 must enter into a Conditional Fee Agreement or the Appointed Advisor must enter into a Collective Conditional 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
- An Insured must have Your agreement to claim under this policy.

4. Settlement

- The Insurer has the right to settle the claim by paying the reasonable value of the Insured's claim
- The Insured must not negotiate, settle the claim or agree to pay Legal Costs and Expenses without Our written agreement
- c. 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
- d. 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 47 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:
 - 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. 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 The Old Bank High Street Wadhurst East Sussex TN5 6AB

You can telephone them on 1892 784059.

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

If **We** are not able to resolve the complaint to **Your** satisfaction then **You** can refer it to the Financial Ombudsman Service. They can be contacted at:

Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123 Email: complaint.infofinancialombudsman.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

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

HOW TO MAKE A CLAIM (Family Legal Solutions Section)

Claims Procedure - If you need to make a claim you must notify us as soon as possible.

- Under no circumstances should You instruct Your own solicitor or accountant as the Insurer will not pay any costs incurred without Our agreement.
- 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).
- 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.
- 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 the reason why and advising 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 recommend that You call Our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week 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 within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax related matters. Use of this service does not constitute reporting of a claim. For legal and tax advice, please telephone ARAG on 0333 000 7908 (local rate).

COUNSELLING ASSISTANCE - Our qualified counsellors will provide free confidential support and advice by phone to **You** or **Your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. For counselling assistance, please call **0333 000 2082**.

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**.



Coast

Coast is a trading name of Park Home Insurance Services Ltd.
Registered Office: The Old Bank, High Street, Wadhurst, East Sussex, TN5 6AB.
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:

AmTrust Europe Limited

Registered Office: Market Square, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 202189.

Legal Expenses Insurance Underwritten by:

HDI Global Specialty SE

Authorised and regulated by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin).

Authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and regulated by the Prudential Regulation Authority. (FRN: 659331).

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.



The Old Bank, High Street, Wadhurst, East Sussex TN5 6AB

Tel: 01892 784059
Email: info@coastinsurance.co.uk
www.coastinsurance.co.uk

Coast is a trading name of Park Home Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority. (FCA Register Number 306716).

The company is registered in England and Wales
(Company Number 2979679).