# 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 insurance is underwritten by Aviva Insurance I imited. FCA number 202153.

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

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

## **Your Cancellation Rights**

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

- If **You** wish to cancel, and **Your** insurance cover has not commenced, **You** will be entitled to a full refund of the premium paid.
- Within 14 days of policy purchase, renewal or **You** receiving **Your** policy documents:
  - provided no claim has been made, we will provide a full refund
  - if a claim has been made, **You** will be charged for the exact number of days the insurance has been in place
- After the 14 day period described above has passed, We will refund the premium for the exact number of days left in the current Period of Insurance applying a mid-term cancellation charge.

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 6AA. See also General Conditions 15 and 17

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force and **You** will be required to pay the premium.

The administration fees mentioned in Coast's terms of business may also be payable.

### **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**

Aviva Insurance 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 and Personal Possessions Sections)

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, 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 e-mail: 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 Sections)

This policy is an agreement between **You** (the person shown in **Your Schedule** as the Insured) and **Us** Aviva Insurance Limited

It is based on the information **You** gave in a statement of fact and **Your** agreement to pay the premium.

**You** must read this policy together with **Your Schedule**, **Endorsements** and any changes to **Your** policy terms set out in the renewal documentation as one contract. Please read all of them to make sure that they provide the cover **You** asked for. If they do not, please contact Coast as soon as possible.

This insurance is for **Permanent Residences** on a site licensed for 12 months residential use only.

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

Almost certainly **Your** needs will change. If they do please let Coast know. Coast will tell **You** if this affects **Your** policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy. Coast will send **You** an updated **Schedule** each time there is an accepted alteration to the cover **You** have chosen.

#### Information You Have Given Us

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

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

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

Coast will write to You if We:

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

If **You** become aware that the information **You** have given **Us** is inaccurate, or if there is any change to the information set out on **Your Schedule** please contact Coast as soon as practicable. Examples of other changes that Coast need to be aware of are:

- Adding or changing any items of value
- A change in residency
- A change in **Sum Insured**
- If **Your Home** is **Unoccupied** or **Unfurnished** for more than 90 days. See exclusions and conditions that apply after 60 days on page 37.

#### Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or
- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle
  of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

#### **Telephone Call Recording**

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

#### **Use of Language**

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

## **Definitions**

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

Certain words have specific 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 damage caused by sudden and visible means

#### **Buildings**

The structure of the park **Home**, its permanent fixtures and fittings and decorative finishes, foundation slab, patios, terraces, hard sports courts, sunken swimming pools, ornamental ponds, fountains, cesspits, septic tanks, paths, drives, walls, gates, fences, railings and lampposts all contained on or within or forming the boundaries of the land at the address specified in the **Schedule** EXCLUDING: satellite television receiving equipment, television or radio aerials, aerial fittings, aerial masts or plinths.

#### Claim

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

#### **Claim Payment**

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.

#### Contents

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:

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

#### Contents

(Continued)

- d) the structure, permanent fixtures and fittings and decorative finishes of the **Home**.
- e) plans, drawings, deeds, documents, securities or certificates of any kind which are not defined as **Money**.
- f) cookers, hobs or other cooking equipment or electrical appliances forming part of permanently fitted units,
- g) property held or used wholly or partly for business or professional purposes,
- h) property more specifically insured either elsewhere in this policy or on any other policy of insurance.

Credit, debit, cheque guarantee, charge, bankers and cash dispenser cards held or used by **You** or the **Family**.

A variation in the terms of this policy.

An amount deducted from a **Claim Payment**. The amount of any **Excess** is stated in this policy or in the **Schedule**.

**You** and **Your** spouse or domestic partner, children, parents, relatives and other persons, all permanently living in the **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**.

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.

Any electrically or mechanically powered vehicle, 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 models remotely controlled by a pedestrian;
- electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use

 $({\sf see}~\textbf{www.gov.uk/}~{\sf electric-bike-rules}~{\sf for}~{\sf more}~{\sf information}).$ 

#### Credit Card

### **Endorsements**

#### **Excess**

#### **Family**

#### Home

#### Money

#### Motorised Vehicle

#### 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 Residence**

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

#### **Personal Possessions**

Items **You** wish to insure away from the **Home**. Any item valued at more than £1,000 must be specified and the **Sum Insured** should represent the cost of buying the item new at the time of the loss. Any item left unattended in a car will only be covered if the car is fully locked, all windows and sun roofs are fully closed and items are placed in the boot out of sight. Please note, a receipt or copy valuation not more than two years old may be required in the event of a **Claim**.

#### **Schedule**

**Your** name and address, details of the insurance by this policy, the **Period of Insurance** and the sections of the policy which are in force and any **Endorsements** which apply. The Schedule is part of the policy.

#### Sum Insured

The Sum Insured as shown on the **Schedule** together with any adjustment for Index-Linking (where applicable) is the most **We** will pay for any one **Claim**. However, if a specific limit applies (as detailed in this policy) **We** shall not pay more than that specific limit.

The **Sum Insured** under Section 1 **Buildings** must be adequate to rebuild the whole of the **Buildings** at the time of the loss in a new condition similar in form, size and style including the cost of professional fees, site clearance costs and costs incurred because of the requirements of local authorities or other statutory organisations.

The **Sums Insured** under each of Section 2 **Contents** and Section 3 **Personal Possessions** must be adequate to replace all of the insured items at the time of the loss taking into account the Basis of Settlement described at the beginning of each of the Sections.

#### **United Kingdom**

Great Britain (ie. England, Scotland, Wales, the Isle of Man and the Channel Islands) and Northern Ireland.

**Unfurnished** Without enough furniture and furnishings for full habitation for

more than 60 consecutive days.

**Unoccupied** Not lived in by **You**, or by any other person authorised by **You**,

for more than 60 consecutive days.

**Unspecified Items**Articles valued at less than £1,000 composed of precious metals

or incorporating precious stones, jewellery, furs, watches, photographic or video equipment, binoculars, wearing apparel and other articles normally worn, used or carried within the **Home**. To cover articles away from the **Home**. **You** will require **Personal** 

Possessions cover.

**Valuables**Any articles composed of precious metals or incorporating

precious stones, jewellery, furs, 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** Aviva Insurance Limited Registered in Scotland, No. 2116.

Registered Office: Pitheavlis, Perth PH2 0NH

**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	Е	xcl	usions (see also General Exclusions)
or	<b>We</b> will pay for physical loss of or physical damage or physical destruction to the <b>Buildings</b> during the <b>Period of Insurance</b> caused by the following Insured Perils:			e amount of the <b>Excess</b> shown in the licy or on the <b>Schedule</b> .
				mage by wet or dry rot arising from any use.
Ins	sured Perils:			
1.	Fire.	-		
2.	Explosion.	-		
3.	Smoke.	3.		ss or damage by any gradually operating use.
4.	Lightning and thunderbolt.	-		
5.	Earthquake.	-		
6.	Subterranean fire.	-		
7.	Theft or attempted theft.	7.	Los	ss or damage:
			i)	while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> ,
			ii)	caused by a member of the <b>Family</b> .
8.	Riot, civil commotion, strikes, labour and political disturbances.	_		
9.	Vandalism and acts of malicious persons.	9.	Los	ss or damage:
			i)	caused by any person lawfully in the <b>Home</b> ,
			ii)	while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .
10	Escape of water or oil from:	10.		
	a) fixed tanks, apparatus (including		a)	Loss or damage:
	washing machines) or pipes and damage to such items by freezing,			i) to the apparatus (including washing
	b) fixed domestic oil-fired heating installation, pipes or apparatus.			machines), installation or pipes themselves if caused by wear and tear,
				ii) while the home is <b>Unfurnished</b> or <b>Unoccupied</b> .
			b)	Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .

Standard Cover	Exclusions (see also General Exclusions)	
11. Storm or flood.	<ul> <li>11. Loss or damage: <ul> <li>i) to gates, fences, hedges or hard sports courts and ancillary equipment,</li> <li>ii) by frost, subsidence, landslip or heave,</li> <li>iii) due to any gradually operating cause.</li> </ul> </li> </ul>	
12. Falling trees or branches.	<ul> <li>12. Loss or damage: <ol> <li>to gates, fences or hedges,</li> <li>resulting from felling or lopping of trees by You, the Family, or on Your behalf.</li> <li>to the part of the tree that is still below ground</li> <li>to restore the site</li> </ol> </li> </ul>	
13. Impact with the <b>Buildings</b> by any vehicle, animal or by articles dropped or falling from them.	13. Loss or damage caused by insects, birds or domestic pets.	
14. Impact with the <b>Buildings</b> by any aircraft or by articles dropped or falling from them.	-	
15. Damage to the <b>Buildings</b> caused by breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.	15. Loss or damage to the equipment itself.	
16. Subsidence or heave of the site on which the <b>Buildings</b> stand, or landslip.	<ul> <li>i) Damage to or resulting from the movement of solid floor slabs unless the foundations beneath the external walls of the <b>Home</b> are damaged at the same time by the same cause.</li> <li>ii) Loss or damage: <ul> <li>a) caused by or resulting from coastal or river erosion,</li> <li>b) caused by bedding down of the new <b>Buildings</b>,</li> <li>c) caused by or resulting from the settlement of newly made up ground,</li> <li>d) resulting from normal settlement, shrinkage or expansion,</li> <li>e) due to demolition, structural alteration or structural repair.</li> <li>f) caused by faulty or unsuitable materials or poor workmanship.</li> </ul> </li> </ul>	

Standard Cover	Exclusions (see also General Exclusions)	
16.	iii) Loss or damage to patios, terraces, hard sports courts, sunken swimming pools, ornamental ponds, fountains, cesspits, septic tanks, central heating fuel tanks, paths, drives, walls, gates, fences, railings and lampposts unless the <b>Home</b> is damaged at the same time by the same cause.	
17. Accidental Damage.	17. Damage:	
All other <b>Accidental Damage</b> to the	i) caused by or arising from:	
<b>Buildings</b> that is not already covered by Insured Perils 1-16 of the Buildings section.	<ul> <li>a) frost, damp, corrosion, rust, wet or dry rot, fungus, insects, woodworm, domestic pets, wear and tear, or any gradually operating cause,</li> </ul>	
	<ul><li>b) deliberate acts by You or the Family,</li></ul>	
	c) the cost of maintenance and normal redecoration or repair work or replacing electrical or mechanical equipment following its breakdown or misuse,	
	<ul> <li>d) faulty workmanship, defective design or the use of defective materials,</li> </ul>	
	<ul><li>ii) occurring while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b>,</li></ul>	
	<ul><li>iii) occurring while the <b>Home</b> or any part of it is lent, let or sub-let,</li></ul>	
	iv) caused by or arising from Insured Perils 1 to 16 inclusive above or insured by Extensions A or B to this Section,	
	v) specifically excluded under Insured Perils 1 to 16 above or Extensions A or B to this Section.	
	vi) occurring during construction, erection or installation or to any property not forming part of the <b>Buildings</b> used in connection with such construction, erection or installation.	

## EXTENSIONS APPLYING TO SECTION 1 – BUILDINGS

You are also insured for the following:

Extension	Cover	Exclusions (see also General Exclusions)
A Glass and Sanitary Fixtures	We will pay the cost of replacing or repair following Accidental Damage to:	i) Loss or damage occurring while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .
	1. fixed glass (including double	ii) The amount of the <b>Excess</b> .
	glazing) in windows, doors, fanlights and skylights forming part of the <b>Home</b> ,	iii) Any amount exceeding the <b>Sum</b> Insured on the <b>Buildings</b> .
	2. sanitary fixtures in the <b>Home</b> ,	
	ceramic hobs in the <b>Home</b> forming part of permanently     fitted units.	
B We will pay the cost of repair following Accidental Damage to		i) Any costs incurred in clearing a blockage.
Services	underground service pipes or cables for which <b>You</b> are legally responsible providing services to or from the <b>Home</b> .	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 <b>Excess</b> .
		iv) Any amount exceeding the <b>Sum Insured</b> on the <b>Buildings</b> .

Extension	Cover	1	clusions (see also General clusions)
C Alternative Accommodation and/or Loss of	While the <b>Home</b> remains uninhabitable as a result of loss or damage insured under this Section <b>We</b> will pay <b>You</b> for:	i)	Cost or rent incurred without <b>Our</b> prior agreement.
Rent	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 <b>You</b> ,		
	up to two years ground rent if <b>You</b> continue to be liable to pay it.		
	The most <b>We</b> will pay under this Extension shall not exceed 20% of the <b>Sum Insured</b> on <b>Buildings</b> each <b>Claim</b> .		
D Professional Fees	Following loss or damage due to an Insured Peril <b>We</b> will pay for,	i)	Any costs incurred in preparing a <b>Claim</b> under this Policy.
and Other Costs	provided <b>Our</b> prior agreement has been obtained:	ii)	Costs arising under a notice served by the government or
	architects', surveyors', legal and other fees necessary to repair or rebuild the <b>Buildings</b> ,		local authority prior to the loss or damage.
	the cost of making the     Buildings safe, removal of     debris and clearing the site,		
	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 <b>Buildings</b> .		

Extension	Cover	Exclusions (see also General Exclusions)
E Contracting Buyer	When <b>You</b> have contracted to sell the <b>Home</b> the purchaser will have the benefit of cover under the terms of this Section in respect of loss or damage occurring between the period of exchange of contracts and completion of the sale of the <b>Home</b> .	<ul> <li>i) Loss or damage insured under any other policy.</li> <li>ii) Any amount payable under Extension C – Alternative Accommodation and/or Loss of Rent.</li> </ul>
F Property Owner's Liability	We will pay damages and claimants' costs and expenses for which You are legally liable in respect of accidents occurring during the Period of Insurance resulting in the death of, or bodily injury to, any person or loss of or damage to property arising:  i) solely from ownership (not occupation) of the Buildings and their land,  ii) under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any private house or flat which You previously owned and occupied.  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.	i) for the death of or bodily injury to a member of the Family, ii) for the death of or bodily injury to any person employed by a member of the Family where death, or injury arises out of and in the course of such employment, iii) for damage to property belonging to or under the control of You or a member of the Family or a person employed by a member of the Family, iv) arising out of any business or profession or the use of lifts or Motor Vehicles, 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.

Extension	Cover	Exclusions (see also General Exclusions)
G Stolen Keys	If the keys to the locks of the external doors of the living accommodation are stolen, <b>We</b> will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each <b>Claim</b> .	i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.
	The most <b>We</b> will pay under this Extension and Extension E of Section 2 is £300 in total each <b>Claim</b> .	

## SECTION 2 – CONTENTS

The **Sum Insured** stated in the **Schedule** will not be reduced by the amount of any **Claim Payment**.

#### **Basis of Claim Settlement**

- 1. The **Sum Insured** must be adequate to pay for the full cost of replacing all the **Contents** in a new condition at the time of the loss (after making an allowance for wear and tear and depreciation on articles of clothing and household linen).
- 2. If the **Sum Insured** is sufficient to pay for the full cost of replacing **Your Contents** as stated in 1. above, **We** will pay for the cost of repair or, where the **Contents** are lost or damaged beyond repair, **We** will, at **Our** option, replace them or pay for the cost of replacing them in the same form and style as new with no deduction for wear and tear or depreciation. However, a deduction for wear and tear and depreciation will be made for clothing and household linen.
- 3. If the **Sum Insured** is not sufficient to pay for the full cost of replacing **Your Contents** as stated in 1. above, any **Claim Payment** will be reduced by the proportion which the **Sum Insured** bears to the full costs of replacing all **Your Contents**.
- 4. **We** will not pay more for each **Claim** arising out of Insured Perils 1 to 17 or Extensions C, D or Q than the **Sum Insured** shown on the **Schedule** nor more than the specific amounts stated in the Extensions to this Section.
- 5. We will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched.
- 6. Under this Section **We** will not pay more than:
  - a. the **Sum Insured** for **Contents** nor more than the amounts stated as specific inner limits in B, C and D below,
  - b. the limit for any one **Valuable** £1,000 unless specifically detailed on the **Schedule**,
  - c. the limit for **Valuables** in total £20,000 unless specifically detailed the **Schedule**,
  - d. the limit for Money £500.

If **We** and **You** have agreed on limits other than those stated in B, C and D above such other limits are shown on **Your Schedule**.

 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)
<b>We</b> will pay for loss of or damage to the <b>Contents</b> <u>in</u> the <b>Home</b> during the <b>Period of Insurance</b> caused by the following Insured Perils:		i)	The amount of the <b>Excess</b> shown in the Policy or on the <b>Schedule</b> .
		ii)	Damage by wet or dry rot arising from any cause.
		iii)	Loss of or damage to <b>Contents</b> in detached garages, sheds or outbuildings other than as provided in Extension Q.
Insu	red Perils:		
1. F	Fire.	-	
2. E	Explosion.	-	
3. 3	Smoke.	3.	Loss or damage by any gradually operating cause.
4. L	ightning and thunderbolt.	-	
5. E	Earthquake.	-	
6. 3	Subterranean fire.	-	
7.	Theft or attempted theft.	7.	Loss or damage:
			<ul> <li>i) while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b>,</li> </ul>
			<ul> <li>occurring while the <b>Home</b> or any part of it is lent, let or sub-let unless entry or exit is obtained by forcible and violent means,</li> </ul>
			iii) caused by a member of the <b>Family</b> .
	Riot, civil commotion, strikes, labour and political disturbances.	-	
9. \	/andalism and acts of malicious persons.	9.	Loss or damage:
			i) caused by any person lawfully in the <b>Home</b> ,
			<ul><li>ii) while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b>.</li></ul>

Standard Cover	Exclusions (see also General Exclusions)	
Insured Perils:		
10. Escape of water or oil from:	10. a)	
<ul> <li>a) fixed tanks, apparatus (including washing machines) or pipes and damage to such items by freezing,</li> </ul>	i) Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .  b)	
b) fixed domestic oil-fired heating installation, pipes or apparatus.	i) Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> ,	
	ii) Loss of the oil itself (see Extension G).	
11. Storm or flood.	11. Loss or damage:	
	i) to property not inside the <b>Home</b> ,	
	ii) by frost,	
	iii) due to any gradually operating cause.	
12. Falling trees or branches.	12. Loss or damage resulting from felling or lopping of trees by 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, birds or domestic pets.	
14. Impact by any aircraft or by articles dropped or falling from them.	_	
15. Breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.	_	
16. Subsidence or heave of the site on which the Buildings stand or landslip.	16. Loss or damage caused by or resulting from coastal or river erosion.	

Standard Cover	Exclusions (see also General Exclusions)	
17. Accidental Damage	17. Damage:	
All other <b>Accidental Damage</b> to <b>Contents</b>	i) caused by or arising from:	
which happens inside <b>Your Home</b> which isn't covered by Insured Perils 1-16 of the Contents section.	<ul> <li>a) frost, damp, corrosion, rust, wet or dry rot, fungus, insects, woodworm, domestic pets, wear and tear, or any gradually operating cause,</li> </ul>	
	b) deliberate acts by You or the Family,	
	<ul> <li>the cost of maintenance and normal redecoration or repair work or replacing electrical or mechanical equipment following its breakdown or misuse,</li> </ul>	
	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.	<ul> <li>i) Loss of or damage to Money.</li> <li>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.</li> <li>iii) Loss or damage caused by storm or flood.</li> <li>iv) Loss or damage specifically excluded under Insured Perils 1 to 10 and 12 to 16 in this Section.</li> <li>v) Loss or damage occurring while the Home is Unoccupied.</li> <li>vi) The amount of the Excess.</li> </ul>

Extension	Cover	Exclusions (see also General Exclusions)
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.	<ul> <li>i) Loss or damage to Contents:         <ul> <li>a) removed for sale or exhibition or in a furniture depository,</li> <li>b) in the open caused by or arising from storm or flood,</li> <li>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,</li> </ul> </li> <li>ii) Theft of Money from any building where You or a member of the Family are employed or engaged in business.</li> <li>iii) The amount of the Excess.</li> </ul>
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.	<ul> <li>i) Loss or damage while the <b>Home</b> is <b>Unoccupied</b>.</li> <li>ii) The amount of the <b>Excess</b>.</li> </ul>

Extension	Cover	Exclusions (see also General Exclusions)
D Home	<b>We</b> will pay for loss of or damage to television and audio equipment,	i) Mechanical or electrical failure, wear and tear.
<b>Equipment</b> for domestic purposes) when in	computer equipment (used solely	ii) Any process of maintenance, repair, erection, dismantling, construction or cleaning.
	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.	iii) Damage to records, discs, tapes, cassettes, cartridges or computer software.
		iv) Loss or damage caused by domestic pets or insects.
		v) Loss or damage while the <b>Home</b> is lent, let or sub-let or <b>Unoccupied</b> .
		vi) Loss arising from removal by the owner with or without <b>Your</b> 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 <b>Excess</b> .
E Stolen Keys	If the keys to the locks of external doors of the living accommodation are stolen, <b>We</b> will pay the cost of replacing the external locks and their keys up to a maximum amount of £300 each <b>Claim</b> . The most <b>We</b> will pay under this Extension and Extension G of Section 1 is £300 in total each <b>Claim</b> .	i) Any additional costs incurred in fitting new locks which are better in quality, specification or style than those being replaced.

Extension	Cover	Exclusions (see also General Exclusions)
F Alternative Accommodation and/or Loss of	While the <b>Home</b> remains uninhabitable as a result of loss or damage insured under this Section <b>We</b> will pay for:	i) Costs incurred or rent payable without <b>Our</b> prior consent.
Rent	i) the cost of reasonable alternative accommodation if this is necessary for <b>You</b> , the <b>Family</b> , <b>Your</b> domestic pets and <b>Your</b> resident domestic employees,	
	ii) rent which <b>You</b> still have to pay.	
	The most <b>We</b> will pay under this Extension is £10,000.	
G	<b>We</b> will pay for loss of:	i) Loss of oil or water caused by
Oil and Water	i) oil from a domestic heating installation,	gradual leakage or evaporation.  ii) Loss or damage whilst the
	ii) metered water,	Home is Unfurnished or Unoccupied.
	resulting from an event constituting a valid <b>Claim</b> arising from Insured Perils 1 to 17 in this Section. The most <b>We</b> will pay under this Extension is £1,000 each <b>Claim</b> .	onoccupicu.
Н	<b>We</b> will pay for the cost of replacing	i) Loss or damage:
Refrigerated and Frozen Food	food in <b>Your</b> domestic refrigerators or freezers in the <b>Home</b> spoiled or damaged as a result of:	a) caused by the deliberate act of the supply authority or company or as a result of
	i) accidental breakdown of the refrigeration or freezer unit,	any strike or withdrawal of labour,
	ii) escape from the unit of refrigerant and/or refrigerant fumes,	b) caused by a deliberate act of <b>You</b> or a member of the <b>Family</b> or by <b>Your</b> domestic employees,
	iii) accidental failure of the electricity or gas supply.	c) loss or damage involving
	The most <b>We</b> will pay under this Extension is £1,000 each <b>Claim</b> .	a refrigerant or freezer unit over 15 years old.
	,	ii) The amount of the <b>Excess</b> .

Extension	Cover	Exclusions (see also General Exclusions)	
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.	<ul> <li>i) Mechanical or electrical failure, wear and tear, depreciation or loss of use.</li> <li>ii) Theft of accessories unless stolen with the pram or wheelchair.</li> <li>iii) The amount of the Excess.</li> </ul>	

Extension	Cover	Exclusions (see also General Exclusions)
J 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.	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,
	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.	vi) arising out of the occupation of land or premises other than the <b>Buildings</b> and their land at the address of the <b>Home</b> shown on the <b>Schedule</b> , vii) arising out of the use, ownership or possession of mobility scooters, aircraft, drones, hovercraft, watercraft, <b>Motor</b> 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), and the Dangerous Docs Act 1991  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 <b>Buildings</b> if they are lost or damaged by any of the Insured Perils 1 to 16 of this Section when in the <b>Home</b> or in a bank or safe deposit. The most <b>We</b> will pay under this Extension is £500 each <b>Claim</b> .	_
M Fatal Injury	In the event of the death of <b>You</b> and/or <b>Your</b> spouse within 30 days of and as a direct result of bodily injury caused in the <b>Home</b> by fire or thieves <b>We</b> will pay £5,000 to the legal representatives of <b>You</b> or <b>Your</b> spouse. The most <b>We</b> will pay under this Extension is £10,000.	
N December and Wedding Gifts Increase	The <b>Sum Insured</b> on <b>Contents</b> 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 <b>You</b> or any member of the <b>Family</b> to insure wedding gifts against loss or damage by any of Insured Perils 1 to 16 of this Section when they are in: a) the <b>Home</b> , b) the building where the wedding reception is held, c) the bride and groom's marital residence, d) transit between any of the locations described in a), b) and c) above.	

Extension	Cover	l .	clusions (see also General clusions)
0	<b>We</b> will pay for loss of or damage	i)	Loss of <b>Money</b> .
House Removal	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		Loss or damage to china, glass, earthenware and other items of a brittle nature unless packed for removal by professional packers.
	the removal is carried out by professional removal contractors.	iii)	Any amount which is the liability of the carrier.
	The most <b>We</b> will pay under this Extension is the <b>Sum Insured</b> on <b>Contents</b> .	iv)	The amount of the <b>Excess</b> .
P	<b>We</b> will pay for loss of or damage to	i)	Loss of <b>Money</b> .
Contents Stored in Outbuildings	<b>Your Contents</b> which are stored or kept in detached garages, sheds or outbuildings at the <b>Home</b> caused by any of Insured Perils 1 to 16 of this Section. The most <b>We</b> will pay under this Extension is £1,000 each <b>Claim</b> .	ii)	Loss of or damage to <b>Contents</b> in detached garages, sheds or outbuildings by theft not involving entry or exit by forcible and violent means.
		iii)	Loss or damage while the <b>Home</b> is <b>Unfurnished</b> or <b>Unoccupied</b> .
		iv)	Loss or damage to <b>Contents</b> stored or kept in greenhouses or in garages, sheds or outbuildings which are not situated within the boundaries of the land of the <b>Home</b> .
		v)	The amount of the <b>Excess</b> .

Extension	Cover	Exclusions (see also General Exclusions)
Q Personal Accident Cover	If <b>You</b> or <b>Your</b> husband, wife, partner or children suffer Bodily Injury sustained during the period of insurance whilst in the <b>Home</b> or within the boundaries of the permanent site of the <b>Home</b> 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.	i) No cover is provided for Bodily Injury <b>You</b> or <b>Your</b> husband, wife, partner or children suffer whilst engaged in the construction, erection or installation of the <b>Home</b> .
	There is no upper or lower age limit.	

## SECTION 3 – PERSONAL POSSESSIONS

#### **Basis of Claim Settlement**

- 1. The **Sums Insured** shown on the **Schedule** must be adequate at the time of the loss to pay for:
  - I. **Unspecified Items** the maximum value of **Unspecified Items**, **Valuables** and clothing that may be at risk at any one time.
  - II. Specified Items the current replacement cost of each specified Valuable or other specified item.
  - III. **Pedal Cycles** the current replacement cost of each pedal cycle and its accessories less an allowance for depreciation, wear and tear.
- 2. For Extensions 1, 2, 3 and 5 if the **Sums Insured** represent the maximum values or current replacement costs as described in 1 (I, II, III and IV) above the most **We** will pay will be:
  - 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, III and IV) above any **Claim Payment** will be reduced by the proportion which the **Sums Insured** bear to the actual amount at risk or current replacement costs (less, if applicable, an allowance for depreciation, wear and tear).
- 4. For Extension 4 the most **We** will pay will be the cost of the value of the **Money** lost or loss due to the unauthorised use of a **Credit Card**.
- 5. We will not pay the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design when loss or damage occurs within a clearly defined area or to a specific part and replacements cannot be matched
- 6. **We** have the option following a **Claim** to make payment in cash or effect necessary repair, replacement or reinstatement.
- 7. **Excess You** must pay the first £25 of each and every **Claim** arising under this section.

# EXCLUSIONS APPLYING TO SECTION 3 – PERSONAL POSSESSIONS

#### We will not pay for:

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

Extension		Cover	Exclusions (see also General Exclusions and Exclusions Applying to Section 3)	
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)	Motor Vehicles, mobility scooters, watercraft, caravans, trailers, hovercraft, aircraft, gliders, pedal cycles, parachutes, camping equipment or living creatures.
		i) the <b>Sum Insured</b> shown on the <b>Schedule</b> ,	ii)	Loss of or damage to sports equipment while in use.
		ii) the most <b>We</b> will pay under this Extension for any one <b>Claim</b> is £3,500.	iii)	The amount of the <b>Excess</b> .
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.		Loss of or damage to mobile phones, laptop computers, video cameras and camcorders, contact or corneal lenses, hearing aids, <b>Musical</b> Instruments, sports equipment or vehicles, mobility scooters, pedal cycles, <b>Money</b> and <b>Credit</b> Cards, deeds, securities and documents, guns or firearms, living creatures, livestock and pets.  Property more specifically insured either elsewhere in this Policy or on any other policy of insurance.  The amount of the <b>Excess</b> .
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 <b>Excess</b> .

Extension		Cover	Exclusions (see also General Exclusions and Exclusions Applying to Section 3)		ions and Exclusions	
4.	Personal	We will pay for loss of Money.	i)	i) Loss of <b>Money</b> :		
	Money and Credit Cards	The most <b>We</b> will pay under this Extension for any one <b>Claim</b> for loss		a)	held for business purposes,	
		of <b>Money</b> is £500.		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.	
		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.	ii)		ss due to unauthorised use of edit Cards:	
				a)	resulting from a lost <b>Credit Card</b> which has not been reported to the Police and issuing authority within 24 hours after the discovery of the loss,	
				b)	following a breach of the terms and conditions of the issuing authority,	
				c)	following fraudulent use by any person related to <b>You</b> ,	
				d)	held by <b>You</b> or the <b>Family</b> for business purposes.	
				e)	The amount of the <b>Excess</b> .	

Extension	Cover	Exclusions (see also General Exclusions and Exclusions Applying to Section 3)	
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 <b>Home</b> .
		ii)	Pedal cycles owned or used wholly or partly for business purposes.
		iii)	Theft of accessories unless the pedal cycle is stolen at the same time.
		iv)	Loss of or damage to a pedal cycle while it is being used for racing, pace-making or trials.
		v)	Damage to tyres unless the pedal cycle is damaged at the same time.
		vi)	Loss of or damage to motorised or power-assisted cycles.
		vii)	The amount of the <b>Excess</b> .

# 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
- 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.

This Terrorism exclusion applies only in respect of the PARK HOME, CONTENTS AND PERSONAL POSSESSION Sections of this policy.

#### 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:
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

#### 5. Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

#### 6. Pollution or Contamination

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

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

#### 7. Deliberate or 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.

#### 9. Damage by guests or You

Theft, attempted theft, malicious damage or vandalism by guests or **You**.

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

- 1 Fire
- 2. Explosion.
- 3 Smoke
- 4. Lightning and thunderbolt.
- 5. Earthquake.
- 6. Subterranean fire.
- 8. Riot, civil commotion, strikes, labour and political disturbances.
- 11. Storm or flood.
- 12. Falling trees or branches.
- 13. Impact with the **Buildings** by any vehicle, animal or by articles dropped or falling from them.
- 14. Impact with the **Buildings** by any aircraft or by articles dropped or falling from them.
- 15. Breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.
- 16. Subsidence or heave of the site on which the **Buildings** stand or landslip.

#### **Extended Cover**

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

#### **SECTION 2 CONTENTS**

#### Standard Cover

- 1 Fire
- 2. Explosion.
- 3. Smoke
- 4. Lightning and thunderbolt.
- 5. Earthquake.
- 6. Subterranean fire.
- 8. Riot, civil commotion, strikes, labour and political disturbances.
- 11 Storm or flood
- 12. Falling trees or branches.
- 13. Impact with the **Buildings** by any vehicle, animal or by articles dropped or falling from them.
- 14. Impact with the **Buildings** by any aircraft or by articles dropped or falling from them.
- 15. Breakage or collapse of satellite television receiving equipment, television or radio aerials, aerial fittings or masts.

#### **Extended Cover**

K Occupier's and Personal liabilities.

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

- This policy is only available to **Permanent Residences** on a 12 month licensed site.
- 2. **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.
- 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
- 6. **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.
- 7. If Your Claim is in any way dishonest or exaggerated We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent Claim. We may also take legal action against You.
- If any Claim is covered by any other insurance, We will not pay for more than Our share of that Claim.

- 9. **You** must take reasonable care to provide complete and accurate answers to the questions Coast asks. Please read any assumptions carefully and confirm if they apply to your circumstances
- 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.
- 11. If any of the information provided by **You** is not complete and accurate:
  - a) **We**/Coast may cancel **Your** policy and refuse to pay any claim, or
  - b) **We**/Coast may not pay any claim in full, or
  - c) **We**/Coast may revise the premium and/or change any **Excess**, or
  - d) the extent of the cover may be affected.

The changes, if accepted by **Us** will apply from the date indicated on **Your** updated **Schedule**. In this case, **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance**.

- Coast recommend that You keep a record (including copies of letters) of all information provided to Us/Coast for Your future reference.
- 13. 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 18

- 14. Coast will contact **You** in writing at least 21 days before **Your** renewal date and will either:
  - a) give **You** an opportunity to renew **Your** insurance for a further year and:
    - 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;
    - iii. check that the information You have provided Us is still correct, and provide the opportunity for You to tell Us if anything has changed
    - iv. tell **You** the price for the next year

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

OR

- b) let You know that We are unable to renew Your insurance. Reasons why this may happen include, but are not limited to the following:
  - i. when the product is no longer available; or
  - ii. when **We** are no longer prepared to offer **You** insurance for reasons such as:
    - We reasonably suspect fraud,
    - Your Claims history,
    - We have changed Our acceptance criteria,
    - You are no longer eligible for cover, and/or
    - where You have not taken reasonable care to provide complete and accurate answers to the questions asked. See the "Information You Have Given Us" section within this document and 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.

- 15. 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
- 16. **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.

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

To exercise your right to cancel, please contact: Coast, Helix House, High Street, Wadhurst, East Sussex, TN5 6AA.
Telephone: 01892 784059 or email: info@coastinsurance.co.uk.

- 18. **We** (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this policy where there is a valid reason for doing so, by sending at least 14 days' written notice to **Your** last known post and/or email address setting out the reason for cancellation. Valid reasons include but are not limited to the following:
  - Non-payment of premium (including non-payment of instalments under a credit facility). If premiums or instalment payment(s) are not paid when due, Coast will write to **You** requesting payment by a specific date. If they receive payment by the date set out in the letter no further action will be taken. If they do not receive payment by this date the policy will be cancelled from the cancellation date shown on the letter.

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

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

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

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

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

- a. 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 of 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: 695331).

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)

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.hdi-specialty.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% "no-win no-fee".

#### **Communication Costs**

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

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

**Insured – You, Your** partner and relatives permanently living with **You** in the UK. (The **Insurer** will cover **Your** children temporarily away from home for the purposes of higher education.)

**Insurer** HDI Global Speciality SE (commercial register number: HRB 211924), (FRN: 695331).

#### **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 **Insurer** 

**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
- 6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **Us**

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form

#### **EVENTS COVERED**

#### 1. FMPI OYMENT

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
- 3. **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 ex-employer's pension scheme
- 5. a compromise or settlement agreement between the **Insured** and their employer unless such an agreement arises from an ongoing claim under the policy.

#### 2. CONTRACT

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

- a. buying or hiring consumer goods or services
- b. buying or hiring consumer goods or services
- c. privately selling goods
- d. buying or selling **Your** main **Home**
- e. renting **Your** main **Home** as a tenant
- f. 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
- 3. the **Insured's** business activities, trade, venture for gain, profession or employment
- 4. a contract involving a motor vehicle
- 5. a settlement due under an insurance policy
- 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

- b. a public or private nuisance or trespass provided that where any boundary is in dispute, **You** have proof of where the boundary lies
- 2. 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:

- 1. 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:

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

#### 6. TAX

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

#### What is not insured under Event 6:

Any claim arising or relating to:

- tax returns where HM Revenue & Customs impose a penalty or which contain careless and/or deliberate misstatements
- 2. a business or venture for gain of the **Insured**
- 3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured**'s financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- 5. an investigation by the Fraud Investigation Service of HM Revenue & Customs

#### 7. LEGAL DEFENCE

#### a. Work

An alleged act or omission of the **Insured** that arises from their work as an employee and results in:

- i) the **Insured** being interviewed by the police or others with the power to prosecute
- ii) a prosecution being brought against the **Insured** in a court of criminal jurisdiction
- iii) civil proceedings being brought against the **Insured** under unfair discrimination laws

#### b. Motor

A motoring prosecution being brought against the **Insured** 

#### c. Other

A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body

#### What is not covered under Event 7:

Any claim arising or relating to:

- 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
- 4. an allegation against the **Insured** involving:
  - a. assault, violence or dishonesty, malicious falsehood or defamation
  - b. 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)
- 5. 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
- war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- d. pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed
- e. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **Insured**
- 11. a group litigation order
- 12. the payment of fines, penalties or compensation awarded against the **Insured**

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

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

#### 1. The Insured's Responsibilities

#### An **Insured** must:

- a. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in the Insured's favour
- 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**
- h 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
- b. 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 46 of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint

#### 7. Other Insurance

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

## 8. Fraudulent Claims and Claims tainted by dishonesty

- a. If the **Insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost
- b. An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
  - i) affected **Our** assessment of reasonable prospects of success, and/or
  - ii) prejudiced any part the outcome of the **Insured's** claim

the **Insurer** shall have no liability for **Legal Costs & Expenses** 

#### 9. Acts of Parliament & Jurisdiction

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

## 10. 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 Fast Sussey TN5 6AB

You can telephone them on 01892 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.infofinancial-ombudsman.org.uk The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information on the Financial Ombudsman Service website at www.financial-ombudsman.org.uk.

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

#### **Financial Services Compensation Scheme**

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).
- 3. **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **You** a written acknowledgment by the end of the next working day after the claim is received.
- 4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, **We** will write to **You** either:
  - confirming cover under the terms of your policy and advising You of the next steps to progress Your claim; or
  - if the claim is not covered, explaining in full 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:**

Aviva Insurance Limited. Registered in Scotland, No. 2116
Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the
Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority. FCA register number 202153.

#### Legal Expenses Insurance Underwritten by: HDI Global Specialty SE

HDI Global Specialty SE is authorised and regulated by
Bundesanstalt für Finanzdienstleistungsaufsicht.

Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the
Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a
limited period while seeking full authorisation, are available on the
Financial Conduct Authority's website. (FRN: 695331).

## 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.



In association with



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).