



Select Park Home Insurance
Policy



Paul Baker
INSURANCE SERVICES



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Select Park Home Insurance

Your Policy Wording

Welcome to **Your** Paul Baker Insurance Services Select **Park Home Insurance Policy** and thank you for choosing **Us**. The **Policy** is underwritten by AXA Insurance UK plc who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register. The information **You** have supplied forms part of the contract of insurance with **Us**. **Your Policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

In return for having accepted **Your** premium **We** will, in the event of injury loss or damage happening within the **Period of Insurance**, provide insurance as described in the following pages and referred to in **Your** Schedule.

For the contract to be valid, all the information **You** have given **Us** as part of **Your** application must be true and complete to the best of **Your** knowledge and belief. Otherwise **Your Policy** may not protect **You** in the event of a claim.

Important

We recommend that **You** read this **Policy** in conjunction with **Your** Schedule to ensure that it meets with **Your** requirements. If after reading these documents **You** have any questions please contact **Us** or Paul Baker Insurance Services.

Your attention is drawn to the Complaints Procedure on page 77.

The law applicable to this policy

You and **We** can choose the law which applies to this **Policy**. **We** propose that the laws of England and Wales apply. Unless **We** and **You** agree otherwise the laws of England and Wales will apply to this **Policy**.



How to Use this Policy

Please read this **Policy** booklet with **Your Policy** Schedule in order to make sure that **You** are satisfied with **Your** insurance. If **You** have any questions please contact Paul Baker Insurance Services.

Why some words are shown in bold type

Certain words and phrases printed in **bold type** have defined meanings throughout this **Policy**. **You** can find the meanings of these defined terms in the Definitions section on page 9.

Cover details

You will find the following headings on many pages:

What is covered	What is not covered
These sections give detailed information on the insurance provided and must be read with ' What is not covered ' at all times.	These sections draw Your attention to what is not included in Your Policy .

To help you further . . .

We have included some explanatory notes in **Your Policy**. **These are printed in green.**



Important Telephone Numbers

<p>Claim Notification Line</p> <p>01242 508960</p>	<p>In the event of a claim, telephone Paul Baker Insurance Services on this number.</p> <p>If You need to make a claim, You will be informed of the process to follow. You should also read the Claims Conditions. Please read the conditions and process before ringing the Claim Notification Line.</p>
<p>Home Emergency Assistance and Domestic Helpline</p> <p>01737 334092</p>	<p>This cover is underwritten by Inter Partner Assistance S.A., which is part of the AXA Group. Please refer to Your Schedule which includes details of cover and read the Home Emergency Assistance section of Your Policy before You telephone. This starts on page 50.</p> <p>Home Emergency Assistance includes a Domestic Helpline which is provided by AXA Assistance (UK) Limited.</p> <p>In the event of a burst pipe, blocked drain, electrical fault, even a wasps’ nest, AXA Assistance (UK) Limited will be able to offer practical advice. If You wish, AXA Assistance (UK) Limited will locate the nearest suitable tradesman, confirm the call out time and price.</p> <p>You will remain responsible for any tradesman’s charges for doing the work, including any call out fee, that are not covered by, or exceed, the Home Emergency Assistance cover We provide and so it will be Your decision whether to accept the quotation or not. If You do accept, AXA Assistance (UK) Limited will arrange for the tradesman to call at the agreed time.</p>
<p>Park Home and Family Legal Advice and Protection</p> <p>0344 770 1056</p>	<p>Please refer to Your Schedule which will include details of cover and read the Park Home and Family Legal Advice and Protection section of Your Policy before You telephone. This starts on page 61.</p> <p>Your Legal Helpline is Administered by Arc Legal Assistance Limited and serviced on their behalf by their specialist panel solicitors. The Legal Helpline will be able to help You on any private legal problem that happened in the United Kingdom the Isle of Man or the Channel Islands. This service is limited to legal advice given on the telephone.</p> <p>Quote “Paul Baker Insurance Services – Park Home and Family Legal Advice and Protection” when contacting the Helpline for the first time on any matter.</p>

In order to maintain a quality service, telephone calls may be monitored or recorded.



Important Advice

Our Paul Baker Insurance Services Select **Park Home Insurance Policy** is designed to protect **You** against the risk of things happening suddenly which **You** could not have expected such as fire, theft, accidental damage **Flood** and **Storm**. It is not designed to protect **You** against losses that arise due to the gradual deterioration or poor maintenance of **Your Park Home**.

We want to ensure that **You** are fully aware of the extent of **Your** cover and would therefore urge **You** to read this **Policy** in full, along with the **Policy Schedule**. **We** have also taken this opportunity to bring some helpful information to **Your** attention.

This section does not form part of **Your Policy** and contains only examples of what is contained in **Your** wording.

Collision

If someone crashes into **Your** fence or **Your Park Home**, make sure **You** record their name, address, vehicle registration and contact details. **We** will need this information to help **Us** try to recover any payments made under **Your Policy** from the person responsible.

Escape of water

Your cover for escape of water is designed to cover damage to **Your** property caused by water leaks. One of the biggest risks of water damage occurs when **You** are away during the winter when pipes can freeze and burst, causing large amounts of damage.

It is important that **You** take steps to avoid this by keeping **Your** central heating on low so that **Your** pipes do not freeze over. It's always a good idea to get **Your** boiler checked and/or serviced by a Gas Safe/Oftec/Hetas certified engineer, depending on **Your** heating system, in plenty of time for winter. This will help prevent boiler failure which could leave **You** with no heating and/or hot water. If **You** want to turn **Your** heating off, then **You** should drain **Your** central heating system and switch off the water at the mains.

In addition, damage can occur due to water leaks caused when the sealant or grout around **Your** bath or shower has worn away or failed. It is important to inspect and maintain **Your** property as damage of this nature is not covered by the **Policy**.

Pipes often burst because they have worn out. If this happens, **You** should turn off the main stop tap and contact a plumber. **We** will be able to pay for the damage the water causes but not to repair the pipe itself.



Fires

A large percentage of fires start in the kitchen and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk. Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable Internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Please ensure **You** bear these risks in mind and take adequate precautions to protect everyone in **Your Park Home**.

Smoke alarms save many lives and significant damage every year. Please ensure that **You** have them fitted and check them regularly.

Flood

If water has or is expected to enter(ed) **Your** property, **You** should secure **Your Park Home** and move **Your Valuables** and essentials to an elevated place. **You** should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage to a poorly maintained **Park Home** is not covered by this **Policy**. It is therefore important that **You** keep **Your** property in a good state of repair. Areas that **You** should focus on include blocked or broken gutters or down-pipes and loose or damaged roof tiles.

Some areas like flat roofs are difficult to inspect. So if **You** cannot check them **Yourself**, **You** should employ a relevant expert to do this for **You**.

Subsidence

Damage caused by **Subsidence** is the result of ground movement affecting **Your** property.

The most common signs of this are visible cracks to the base or within any brick skirting. New properties and/or newly made-up ground will often move for reasons other than **Subsidence** and this natural **Settlement** is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that **You** tell **Us** as soon as possible if **You** think **Your Park Home** may be affected.

Please remember the base is owned by and is the responsibility of the site owner who **You** should contact in the first instance if **You** have concerns about it.

On occasions movement to **Your Park Home** may be caused by inadequate or deteriorated jacking so it is important to check **Your Park Home** chassis and jacks periodically.



Thefts

Fortunately incidents of thefts on residential parks are not common. Thefts that do occur are often committed by so called 'opportunist' criminals. **Your** property is significantly more likely to be burgled if accessible entrances are not locked and secured.

Outbuildings and garages are attractive to criminals as they are easier to break into and often contain valuable items such as tools. Locking these is another important step to minimising the risk of a theft.

If **You** are leaving the **Park Home** vacant, do what **You** can to make it appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries, and use timers on lights if **You** have them.

You should also take particular care of high value items such as laptops, cameras, mobile phones and iPods if **You** have Personal Possessions cover. **We** will not cover the theft of such items if they have been left unattended outside of **Your Park Home**.

Making sure your cover stays in place

We asked **You** a number of questions when **You** purchased **Your Policy** and it is important **You** tell **Us** if any of these things change.

These parts of **Your Policy** are called conditions. In other words, **Your** cover remaining intact may be conditional on **You** giving **Us** the right information at the start of **Your Policy** and then letting **Us** know if **Your** circumstances change.

Examples of changes **We** need to know about are:

- If **Your Park Home** is not going to be lived in for more than 60 days.
- If the ownership of **Your Park Home** changes.
- If **Your Park Home** is no longer occupied solely by **You** or **Your Family** and **Friends**.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

Checking for changes to your cover

If **You** have varied the basic terms of **Your Policy** with **Us**, this will be stated on **Your** Schedule.

In addition, **We** may apply **Endorsements** that can include things like a requirement to have a burglar alarm fitted, a certain type of lock on **Your** doors, a larger **Policy Excess** on a specific section, or an increased limit for one of **Your** valuable items.

Definitions

These definitions do not apply to Home Emergency Assistance or Park Home and Family Legal Advice and Protection where separate definitions apply.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule.

These words are highlighted by the use of **bold print** and start with a capital letter.

Definitions are listed alphabetically.

Contents	The definition of contents can be found within the section called Contents Cover within this Policy . This starts on page 31.
Domestic Staff	A person employed to carry out domestic duties associated with the Park Home and not employed by You in any capacity in connection with any business, trade, profession or employment.
Endorsement(s)	A change to the terms of the Policy as shown under Endorsements in the Schedule.
Excess	The amount You are required to pay as the first part of each and every claim made.
Family / They	Your spouse, partner, domestic partner or civil partner, children (including adopted and foster children), parents, Domestic Staff and other persons all permanently living with You and not paying for their accommodation.
Flood	An invasion of the property by a large volume of water caused by a rapid build-up of or sudden release of water from outside the Structures .
Heave	The upward or sideways movement of the site on which Your Structures are situated, other than Settlement , caused by swelling of the ground.
Landslip	Sudden movement of soil on a slope, or gradual creep of a slope over a period of time, other than Settlement .

Definitions continued on next page



Money	The definition of money can be found within the section called Contents Cover within this Policy . This starts on page 31.
Outbuildings	<ul style="list-style-type: none">• Sheds• Greenhouses• Summer houses• Storage lockers• Other Structures but not including motor homes or structures made of canvas, PVC or any other non rigid material which do not form part of the structure of the main part of the Park Home and are used or occupied for domestic purposes.
Park Home	The residential home shown in the Schedule including its garages and Outbuildings if they form part of the property.
Period of Insurance	The dates shown on the Schedule.
Personal Possessions	The definition of Personal Possessions can be found within the section called Personal Possessions in this Policy . This starts on page 45.
Policy	Your policy booklet and most recent Schedule which include any Endorsement(s) .
Settlement	The natural movement of new properties in the months and years after they are built.
Storm	A period of violent weather defined as: <ul style="list-style-type: none">• Wind speeds with gusts of at least 48 knots (55mph)* or• Torrential rainfall at a rate of at least 25mm per hour or• Snow to a depth of at least one foot (30cm) in 24 hours or• Hail of such intensity that it causes damage to hard surfaces or breaks glass. *Equivalent to Storm Force 10 on the Beaufort Scale.

Definitions continued on next page



<p>Structures</p>	<p>The main part of the Park Home including fixtures and fittings and the following if they form part of the property:</p> <ul style="list-style-type: none"> • Steps and ramps. • Oil and gas tanks, cesspits, septic tanks. • Fixed hot tubs or jacuzzis, ornamental ponds, fountains. • Walls, gates, fences, hedges, skirting, patios, decking, railings, gazebos, pergolas. • Porches, car ports, garages including garages on nearby sites. • External lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines. • Fixed recreational toys and brick built barbecues that You have installed or commissioned and which are situated directly adjacent to Your Park Home. • Laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used. • Inspection hatches and covers all supplying Your Park Home. • Outbuildings.
<p>Subsidence</p>	<p>Downward movement of the site on which the Structures are situated by a cause other than Settlement or the weight of the Structures themselves.</p>
<p>Unfurnished</p>	<p>Does not contain enough furniture and furnishings for normal living purposes.</p>
<p>Unoccupied</p>	<p>Not lived in and not occupied overnight by You or Your Family for more than 60 consecutive days.</p>
<p>Valuables</p>	<p>The definition of valuables can be found within the section called Contents Cover within this Policy. This starts on page 31.</p>



Vehicles	<p>a. Electronically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, children's motor cycles, quad bikes and children's quad bikes.</p> <p>b. Aircraft (including any type of glider), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards and windsurfers.</p> <p>c. Trailers, carts, wagons, caravans and horse boxes.</p> <p>d. Parts, accessories, tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items in a – c above.</p> <p>The following items are not included in this definition:</p> <ul style="list-style-type: none">• Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to Your Park Home.• Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for road use.• Surfboards, water-skis, snowboards and skis.• Toys and models.• Pedal cycles and electrically powered pedal cycles.• Golf trolleys which are controlled by someone on foot.• Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.
We/Us/Our	AXA Insurance UK plc.
You/Your	The person or persons named in the Schedule as the Policyholder and their domestic partner(s)..



General Conditions

These conditions do not apply to Home Emergency Assistance or Park Home and Family Legal Advice and Protection where separate conditions apply.

You and **Your Family** must comply with the following conditions to have the full protection of **Your Policy**.

If **You** do not comply with them, **We** will take one or more of the following actions:

- Cancel **Your Policy**.
- Declare **Your Policy** void (treating **Your Policy** as if it never existed).
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

Providing accurate and complete information

When taking out, renewing or making changes to this **Policy**, **You** must take reasonable care to provide accurate and complete answers to all questions.

We may ask **You** to provide further information and/or documentation to ensure that the information **You** provided when taking out, making changes to or renewing **Your Policy** was accurate and complete.

Taking care of your property

You and **Your Family** must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to safeguard all the property insured from loss or damage.

You must maintain the **Structures** and **Contents** in good repair.

Precious stones

The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a jeweller once every three years and any defect should be taken care of as soon as possible.

Dual insurance

If any injury, loss, damage or liability under 'Property owner's liability' or 'Liability to the public' is covered by any other insurance **We** will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then **We** will not pay more than **Our** share.



The value of your structures

You must notify **Us** as soon as possible if the full value of **Your Structures** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full value of **Your Structures** (the cost of replacement as new), **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Structures** shown on **Your** Schedule only represents 70% of the full value then **We** will not pay more than 70% of **Your** claims.

If the full value of **Your Structures** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

The value of your contents

You must notify **Us** as soon as possible when the full value of **Your Contents** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full value of **Your Contents** (the cost of replacement as new), **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Contents** shown on **Your** Schedule only represents 70% of the full value then **We** will not pay more than 70% of **Your** claims.

If the full value of **Your Contents** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

Updating sums insured

This **Policy** provides fixed sums insured as shown on **Your** Schedule and does not provide for increases to take account of inflation. **You** must advise **Us** if the full value of **Your Structures** and/or **Your Contents** exceed the amount(s) shown on **Your** Schedule.

You should ensure that **You** have sufficient cover and if in doubt, **You** should contact Paul Baker Insurance Services for assistance.



Changes in your circumstances

You must tell **Us** as soon as possible if **Your** circumstances change or if any of the information shown in **Your** proposal form, statement of fact or Schedule changes during the **Period of Insurance**.

Examples of changes **We** must be made aware of are:

- Change of address.
- Structural alteration to **Your Park Home**, which **You** must notify **Us** of 30 days before any structural alterations begin.
- If **You** or **Your Family** intend to let or sub let **Your Park Home**.
- If **You** or **Your Family** intend to use **Your Park Home** for any reason other than private residential purposes.
- If **Your Park Home** will be **Unoccupied** for more than 60 consecutive days.
- If **Your Park Home** is no longer occupied solely by **You** or **Your Family**.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

We will then tell **You** if there will be any change to **Your** insurance premium or any change in the terms of **Your Policy**.

You must ensure that **You** provide accurate and complete information when asked questions about the changes in **Your** circumstances.

If **You** are in any doubt please contact Paul Baker Insurance Services.

Fraud

Throughout **Your** dealings with **Us**, **We** expect **You** and **Your Family** to act honestly.

If **You** or anyone acting for **You**:

- Knowingly makes a fraudulent or exaggerated claim under **Your Policy**, or
- Knowingly makes a false statement in support of a claim, or
- Submits a knowingly false or forged document in support of a claim, or
- Makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement knowledge or collusion;

Then:

- **We** will cancel **Your Policy**.
- **We** will not pay any fraudulent claims.
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the start date.
- **We** will not return any premium paid by **You** for the **Policy**.
- **We** will inform the police of the circumstances.



Cancelling your cover

Statutory cancellation rights

You may cancel this **Policy** within 14 days of receipt of the **Policy** documents (the cancellation period), whether for new business or at the renewal date, by giving notice to:

Mail	Paul Baker Insurance Services 16 Hewlett Road, Cheltenham, Gloucestershire, GL52 6AA
Tel	01242 505840
Email	enquiries@pbinsurance.co.uk quoting Your Policy number.

If cover has not started **We** will refund the full premium. If cover has started **We** will keep an amount of premium in proportion to the time **You** have been on cover and refund the rest to **You** provided no claims have occurred. If any claims have been made **You** will not receive a refund of premium.

Cancellation outside the statutory period

You may cancel this **Policy** at any time by giving **Us** prior written notice to the above address.

As long as **You** have not received payment, or are not in the process of making a claim, and have not suffered a loss for which **You** are intending to make a claim during the period **You** have been on cover, **We** will keep an amount of **Premium** in proportion to the time **You** have been on cover and refund the rest to **You**.

If **You** have received payment for, or are in the process of making a claim, there is no refund of **Premium**. If **You** are paying **Your Premium** by instalments **You** will either have to continue with the instalments until the **Policy** renewal date or **We** may, at **Our** discretion, take the outstanding instalments **You** still owe from any claim payment **We** make.



Our right to cancel your cover

We reserve the right to cancel **Your Policy** when there is a valid reason to do so. Valid reasons include:

- **You** provide **Us** with inaccurate or incomplete information. Please see 'Providing accurate and complete information' on Page 13.
- **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure. Please see 'Changes in your Circumstances' on page 15.
- **You** act in a fraudulent manner. Please see 'Fraud' on page 15 for further information.
- **You** fail to supply requested validation documents. Please see the Claims Conditions section starting on page 18 for further information.
- **You** use threatening or abusive behaviour or language towards **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** shall provide **You** with 14 days prior written notice by recorded delivery to **Your** last known address. Within this notice **We** will advise **You** of **Our** reasons for cancelling **Your Policy** and any premium refund will be calculated in accordance with the above. If **We** cancel **Your Policy** because **You** have acted in a fraudulent manner **We** will not return any premium paid by **You** for the policy and **We** may not provide any prior written notice.

Non payment of premiums

We reserve the right to cancel this **Policy** by providing 14 days prior written notice in the event of non payment of the premium or default if **You** are paying by instalments.

Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **Us** to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.



Claims Conditions

These conditions do not apply to Home Emergency Assistance or Park Home and Family Legal Advice and Protection both of which have separate conditions.

You and **Your Family** must comply with the following claims conditions to have the full protection of **Your Policy**.

If **You** or **Your Family** do not comply with them, **We** may take one or more of the following actions:

- Cancel **Your Policy**.
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

The first thing you must do

If property is lost, or theft or malicious damage is suspected, **You** must inform the police as soon as possible and obtain a crime or lost property reference number.

We recommend that **You** check **Your Policy** cover. Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled.

You should always

- Contact Paul Baker Insurance Services by telephone on 01242 508960.
- Alternatively **You** can send an email to claims@pbinsurance.co.uk. **You should only notify by email if You do not need urgent assistance.**
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

Claims process

When **You** telephone Paul Baker Insurance Services on 01242 508960 they will do the following:

- a. Take details of the loss.
- b. Where appropriate, arrange for an approved tradesperson to provide **Us** with an estimate or undertake emergency repairs immediately.
- c. Instruct an approved supplier to contact **You** if appropriate.
- d. Where necessary, arrange for someone to call or contact **You** by telephone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster.



Emergency process

We provide a 365 days a year, 24 hours a day Domestic Helpline. By telephoning the Helpline shown in **Your** Schedule and the Important Telephone Numbers on page 5 in **Your Policy**, a tradesperson will be appointed. Please refer to the Home Emergency Assistance section in **Your Policy** for the full terms and conditions.

We should however be given the opportunity to inspect the damage before permanent repairs are commenced or any item is disposed of.

What you must do after making your claim

- Tell **Us** and provide full details in writing as soon as possible if someone is holding **You** or **Your Family** responsible for damage to their property or bodily injury to them and send to **Us** any writ, summons, letter of claim or other document.
- If requested, send written details of **Your** claim to **Us** within 30 days.
- To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds to **Your** property.
- To help assist with dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of the damaged property.
- **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable expenses **You** incur in providing the above information as part of **Your** claim.

What you must not do

- Admit or deny any claim made by someone else against **You** or **Your Family** or make any agreement with them.
- Abandon any property to **Us**.
- Dispose of damaged items as **We** may need to see them.

What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

We are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in **Your** name.



How We Settle Claims

Structures, Contents and Personal Possessions sections

We may repair, reinstate or replace the damaged property. If **We** cannot replace, reinstate or repair the property **We** may pay for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where **We** can offer repair, reinstatement or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then the payment will not exceed the amount **We** would have paid the preferred supplier.

If no equivalent replacement is available then **We** will pay the full replacement cost of the item with no discount applied.

With **Your** agreement **We** may appoint an approved supplier to act on **Our** behalf to validate **Your** claim. They are authorised to arrange a quotation, a repair or a replacement.

Will a deduction be made for wear and tear?

Structures	If repair or reinstatement is carried out there will be no deduction, except the Excess , provided that they have been maintained in good repair.
Contents	There will be no deduction for Contents , except the Excess , provided they have been maintained in good repair.
Personal Possessions	There will be no deduction for Personal Possessions , except the Excess , provided they have been maintained in good repair.

Matching sets, suites and carpets

Where items originally purchased as part of a set cannot be matched and an appropriate replacement cannot be sourced, **We** will pay for accompanying items from a bathroom suite, three piece suite, or kitchen unit (excluding kitchen appliances) if one individual item is damaged.

In all other circumstances an individual item from a matching set of articles is regarded as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

If a floor covering is damaged beyond repair **We** will only pay to have the damaged floor covering replaced. **We** will not pay for undamaged floor covering in adjoining rooms.



General Exclusions

These exclusions apply throughout **Your Policy**.

We will not pay for:

Riot /civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers

- Liability to **Domestic Staff**.
- Tenant's liability.
- Liability to the public.
- Property owner's liability.

Radioactive contamination

Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **You** are claiming arising from:

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

War risks

Any loss, damage or liability caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.



Terrorism

Any loss, damage, cost or expenses of whatsoever nature directly or indirectly caused, occasioned by, happening through or in consequence of, terrorism. Any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating hereto.

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

Pollution /contamination

Any loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by the following.

- A sudden and unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at **Your Park Home**.

Gradual deterioration /maintenance

Any loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus, and costs that arise from the normal use, maintenance and upkeep of **Your Structures** and **Contents**.

Deliberate loss or damage

Any loss or damage caused or allowed to be caused- deliberately, wilfully, maliciously, illegally or unlawfully by **You** or **Your Family** or anyone lawfully in the **Park Home**.

Wood Burning and Solid Fuel Heaters or Stoves

This insurance does not provide any cover in respect of loss, damage, liability, death, bodily injury or illness caused by the use of any wood burning or solid fuel heater or stove within

Your Park Home unless the wood burning or solid fuel heater or stove:

- is the manufacturer's standard design, and
- was installed by a qualified person accredited by HETAS or similar, and
- is inspected at least once every 12 months by a qualified person accredited by HETAS or similar and all defects identified by such inspection remedied within 30 days of the inspection.

Structures Cover

Your Schedule will show if this Section is in force.

What is the most we will pay?

We will not pay in total more than the Maximum Limit shown for **Structures** in **Your Policy** Schedule for any one claim under causes 1–11, and for covers 13, 14, 17, 18 and 20. For cover 12 **We** will pay all reasonable and necessary cost and for covers 15, 16 and 19 **We** will pay up to the limits shown.

What is covered	What is not covered
<p>Loss or damage to the Structures by the following causes:</p> <p>1. Storm or Flood.</p>	<p>The amount of the Excess shown in the Schedule except for cover 19.</p> <p>1. Loss or damage:</p> <ul style="list-style-type: none"> a. To gates, hedges and fences. b. To drives, patios and paths unless Your Park Home has been damaged at the same time and by the same cause. c. By Storm to radio or television aerials or satellite dishes. d. By frost. e. Caused by rising ground water levels.
<p>2. Escape of water caused by water leaking from or freezing in:</p> <ul style="list-style-type: none"> a. A fixed: <ul style="list-style-type: none"> i. Water installation. ii. Drainage installation. iii. Heating installation. b. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. <p>We will also pay the necessary and reasonable costs that You incur in locating the source of the damage, including the reinstatement of any wall, floor or ceiling removed or damaged during the search.</p>	<p>2. Loss or damage:</p> <ul style="list-style-type: none"> a. While the Park Home is Unoccupied or Unfurnished. b. Caused by failure or lack of sealant and/or grout.

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What is covered	What is not covered
<p>We will not pay more than £5,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of water is covered but damage to the source of the leak is only covered if the insured cause or cover is operative.</p>	
<p>3. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p> <p>We will also pay the necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search.</p> <p>We will not pay more than £5,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of oil is covered, but damage to the source of the leak is only covered if an insured cause or cover is operative.</p>	<p>3. Loss or damage while the Park Home is Unoccupied or Unfurnished.</p>
<p>4. Subsidence or Heave of the site on which the Structures stand, or Landslip.</p>	<p>4. Loss or damage:</p> <ol style="list-style-type: none"> a. Caused by normal Settlement, shrinkage or expansion. b. Resulting from coastal or river bank erosion. c. Arising from construction, structural alteration, repair or demolition. d. Arising from the use of defective materials, defective design, or faulty workmanship.

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What is covered	What is not covered
	e. To boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, skirting, decking and railings unless the Park Home has been damaged at the same time by the same cause. f. To, or resulting from movement of, solid floor slabs and non loadbearing walls unless the foundations beneath the loadbearing walls of the Park Home are damaged at the same time by the same cause.
5. Theft or attempted theft..	5. Loss or damage while the Park Home is Unoccupied or Unfurnished unless there has been forcible and violent entry to, or exit from, the Park Home .
6. Loss or damage caused by collision by aircraft, aerial devices, road or rail Vehicles (or anything dropped from them), or animals.	6. Loss or damage caused by: a. Domestic pets. b. Insects..
7. Falling trees or branches.	7. a. The cost of removal if the fallen tree or branch has not caused damage to the Structures or Contents or is not preventing access to the Park Home . b. Loss or damage caused during tree felling, lopping or topping.
8. Breakage or collapse of: a. Satellite dishes. b. TV or radio aerials, aerial fittings or masts. c. Lampposts. d. Solar panels. e. Telegraph poles. f. Electricity pylons, poles or overhead cables.	8. Loss or damage to the items themselves. Certain items may be covered under the Contents Cover section.



What is covered	What is not covered
9. Fire, smoke, explosion, lightning, earthquake.	9. Smoke damage arising gradually or out of repeated exposure
10. Malicious persons or vandals.	10. a. Loss or damage while the Park Home is Unoccupied or Unfurnished b. Damage caused by You or Your Family or any persons You or Your Family have allowed into Your Park Home .
11. Riot, civil commotion, strikes, labour and political disturbances.	
The following covers are included in this section.	
12. Site clearance resiting and delivery fees Necessary expenses for resiting, rebuilding or repairing the Structures as a result of damage covered by Structures Cover for: a. Architects, surveyors, consulting engineers and legal fees. b. The cost of site clearance or demolishing or shoring up the Structures . c. The cost of resiting and delivery of a replacement Park Home d. The cost to comply with government or local authority requirements.	12. The cost to comply with government or local authority requirements where the order predates the loss or damage.



What is covered	What is not covered
<p>13. Pipes and cables Accidental damage to:</p> <ol style="list-style-type: none"> a. Cables. b. Drain inspection covers. c. Underground drains, pipes or tanks providing services to or from the Park Home and for which you are responsible. <p>We will also pay up to £5,000 for any one claim for necessary and reasonable costs that You incur in locating the source of the damage including the reinstatement of any skirting, wall, drive, fence or path removed or damaged during the search.</p> <p>If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.</p> <p>Cover for accidental loss of metered water may apply under Contents Cover cause 15.</p>	<p>13. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.</p>
<p>14. Glass and sanitaryware Accidental breakage of:</p> <ol style="list-style-type: none"> a. Fixed glass in: <ol style="list-style-type: none"> i. Windows. ii. Doors. iii. Fanlights. iv. Skylights. v. Greenhouses. vi. Conservatories. vii. Verandahs. b. Ceramic hobs and ceramic tops of cookers c. Fixed sanitaryware and bathroom fittings 	<p>14. a. Loss or damage while the Park Home is Unoccupied or Unfurnished</p> <p>b. Damage to property that does not form part of the Park Home</p>



What is covered	What is not covered
<p>15. Replacement of locks We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none">a. External doors and windows of the Park Homeb. A safe within, or an alarm protecting, the Park Home following the theft of their keys. <p>We will not pay more than £1,000 for any one claim.</p> <p>Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency Assistance.</p>	<p>15. The cost of replacing keys and locks to a garage or Outbuilding.</p> <p>If You have chosen both Structures and Contents insurance then We will only pay under one section for any one claim.</p>
<p>16. Alternative accommodation While Your Park Home cannot be lived in because of loss or damage covered under this section of the Policy, We will pay for the reasonable cost of alternative accommodation for You, Your Family and Your domestic pets.</p> <p>We will not pay more than 20% of the Structures Sum Insured for any one claim.</p>	
<p>17. Emergency entry Loss or damage to the Structures caused when the Fire, Police or Ambulance Service has to force an entry to the Structures because of an emergency involving You or Your Family</p>	



What is covered	What is not covered
<p>18. Contracting purchaser If You have contracted to sell Your Park Home, the purchaser shall have the full protection of Your Policy in respect of the Structures up to the date of completion of the purchase as long as the Park Home is not covered by any other insurance.</p>	
<p>19. Property owner's liability Any amount that You or Your Family become legally liable to pay as compensation (including claimant's costs and expenses) arising from Your ownership (but not occupation) of the premises which causes accidental bodily injury including death, disease and injury to any person or damage to property.</p> <p>Arising from:</p> <ol style="list-style-type: none"> Your ownership of the Structures. Defective work carried out by You or Your Family or on Your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by You or Your Family before the occurrence of bodily injury or damage in connection with such private residence. <p>We will not pay more than £5,000,000 (including costs and expenses agreed by Us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p>	<p>19. Your legal liability to pay compensation arising directly or indirectly from:</p> <ol style="list-style-type: none"> An agreement which imposes a liability on You which You would not be under in the absence of such agreement. The use of the Park Home for any business, trade, profession or employment. Death or bodily injury illness or disease to any person who is a member of Your Family residing with You or any person under a contract of service. Damage to property belonging to or under the control of You or a member of Your Family permanently residing with You. Death, bodily injury or damage caused by lifts, hoists or Vehicles. Arising more than seven years after this Policy has expired or been cancelled. Rectifying any fault or alleged fault. Any liability which is covered under a more specific policy.



What is covered	What is not covered
20. Accidental damage to the Structures .	20. Accidental damage: <ul style="list-style-type: none">a. Specifically excluded under Structures Cover.b. By frost.c. By Settlement or shrinkage of the Structures.d. By chewing, scratching, tearing or fouling by Your domestic pets.e. By mechanical or electrical breakdown or failure.f. Specifically covered elsewhere in this Policy.g. Arising from the alteration or extension of the Structures or the cost of maintenance or routine decoration.h. Arising from faulty workmanship, defective design or use of defective materials.i. Whilst the Park Home is Unoccupied or Unfurnished.

Contents Cover

Your Schedule will show if this Section is in force.

What are contents?	What contents are not covered?
<p>All of the following things are included provided that they belong to You or Your Family, or You or They are legally responsible for them, and that they are mainly used for private purposes.</p> <p>Household Goods Furniture, electrical items, floor coverings, tools and other items used in Your Park Home. This includes tenants' fixtures, fittings and interior decorations.</p> <p>Personal Effects Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TV's, hand held computer consoles, MP3 players, mobile phones and sports equipment. It does not include Valuables or Money.</p> <p>Valuables Jewellery (including costume jewellery) articles of/or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p>Money Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p>	<p>a. Vehicles and caravans.</p> <p>b. Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a.) above.</p> <p>c. Any living creature.</p> <p>d. Documents other than as shown in cover 19.</p> <p>e. Lottery tickets and raffle tickets.</p> <p>f. Any part of the Structures other than fixtures and fittings for which You are responsible as the occupier.</p>

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What are contents?	What contents are not covered?
<p>This does not include credit card, cheque card or cash dispenser card liability.</p> <p>Business Equipment</p> <p>All computers and equipment (excluding data) used mainly for business, trade, professional or employment purposes unless more specifically insured elsewhere. This includes stock but excludes business Money and documents.</p>	

What is the most we will pay?

We will not pay in total more than the Maximum Limit shown for **Contents** in **Your Policy** Schedule for any one claim under causes 1–13, and for covers 23, 28 and 31-32. **We** will pay up to the limits shown for covers 14-22, 24-27, 29-30 and 33.

The following limits apply	
Any one Valuable	£5,000
Any total claim for Valuables	£20,000
Money	£500
Business Equipment	£5,000 which can include an amount of up to £500 for business stock

These are the standard limits. If **You** have increased any of them, the revised limits which apply to **Your Policy** will be shown in **Your** Schedule.

What is covered	What is not covered
<p>Loss or damage to Your or Your Family's Contents while they are in the Park Home by following causes:</p>	<p>The amount of the Excess shown in the Schedule except for covers 24, 25 and 27.</p>
<p>1. Fire, smoke, explosion, lightning, earthquake.</p>	<p>1. Smoke damage arising gradually or out of repeated exposure.</p>
<p>2. Storm or Flood.</p>	<p>2. Loss or damage caused by frost.</p>



What is covered	What is not covered
<p>3. Theft or attempted theft.</p>	<p>3. a. Loss or damage while the Park Home is Unoccupied or Unfurnished unless there has been forcible and violent entry to, or exit from, the Park Home.</p> <p>b. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.</p> <p>c. Loss or damage from the Park Home if any part of it is occupied by anyone other than You or Your Family unless there has been forcible and violent entry to, or exit from, the Park Home.</p> <p>d. Loss or damage as a result of any failed online purchase or transaction.</p>
<p>4. Escape of water from:</p> <p>a. A fixed:</p> <ul style="list-style-type: none"> i. Water installation. ii. Drainage installation. iii. Heating installation. <p>b. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.</p> <p>Damage caused by the escape of water is covered but damage to the source of the leak is only covered if an insured cause or cover is operative.</p>	<p>4. Loss or damage:</p> <p>a. While the Park Home is Unoccupied or Unfurnished.</p> <p>b. Caused by failure or lack of sealant and/or grout.</p>
<p>5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p> <p>Damage caused by the escape of oil is covered, but damage to the source of the leak is only covered if an insured cause or cover is operative.</p>	<p>5. Loss or damage while the Park Home is Unoccupied or Unfurnished.</p>



What is covered	What is not covered
6. Malicious persons or vandals.	6. a. Loss or damage while the Park Home is Unoccupied or Unfurnished . b. Malicious damage caused by You or Your Family or any persons You or Your Family have allowed into Your Park Home .
7. Riot, civil commotion, strikes, labour and political disturbances.	
8. Subsidence or Heave of the site on which the Structures stand, or Landslip .	8. Loss or damage resulting from coastal or river bank erosion.
9. Loss or damage caused by collision by aircraft, aerial devices, road or rail Vehicles (or anything dropped from them), or animals.	9. Loss or damage caused by: a. Domestic pets. b. Insects.
10. Falling trees or branches.	10. a. The cost of removing fallen trees or branches unless the Structures or Contents have also been damaged. b. Loss or damage caused during tree felling, lopping or topping.
11. Breakage or collapse of: a. Satellite dishes. b. TV or radio aerials, aerial fittings or masts. c. Lampposts. d. Solar panels. e. Telegraph poles. f. Electricity pylons, poles or overhead cables.	11. a. Mechanical or electrical breakdown or failure. b. Damage caused by or in the process of cleaning, maintenance, repair or dismantling. c. Damage to equipment not in or attached to the Structures . d. Loss or damage to the items themselves. Cover for items in or on the Park Home may be covered – see cover 12.



What is covered	What is not covered
The following covers are included in this section.	
<p>12. Entertainment equipment Accidental damage to:</p> <ul style="list-style-type: none"> a. Television sets, stereos, home cinema and home entertainment units and radios. b. MP3 players, CD players, record players and tape recorders. c. Blu-ray players, DVD players, video recorders and games consoles and players. d. Computers (including portable computers). e. Cable /satellite /digital television receivers. f. Television aerials and satellite dishes. 	<p>12. a. Mechanical or electrical breakdown or failure.</p> <ul style="list-style-type: none"> b. Damage to records, discs, cassettes and tapes. c. Accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> i. Erasure or distortion of data. ii. Accidental erasure or mislaying or misfiling of documents or records. iii. Viruses. d. Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e. Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it. f. Damage to equipment not in or on the Park Home. g. Loss or damage by chewing, scratching, tearing or fouling by Your domestic pets.
<p>13. Mirrors and glass Accidental breakage of:</p> <ul style="list-style-type: none"> a. Mirrors. b. Fixed glass in and glass tops of furniture. c. Ceramic hobs and ceramic tops of cookers. d. Glass oven doors. 	<p>13. a. Loss or damage while the Park Home is Unoccupied or Unfurnished.</p> <ul style="list-style-type: none"> b. Loss or damage to Your or Your Family's Contents while they are not in Your Park Home



What is covered	What is not covered
<p>14. Replacement of locks We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none">a. External doors and windows of the Park Homeb. A safe within, or an alarm protecting, the Park Home following the theft of their keys. <p>We will not pay more than £1,000 for any one claim.</p> <p>Assistance for Emergency Key Replacement for lost keys is provided under Home Emergency Assistance.</p>	<p>14. The cost of replacing keys and locks to a garage or Outbuilding.</p> <p>If You have chosen both Structures and Contents insurance then We will only pay under one section for any one claim.</p>
<p>15. Payment card liability Your and Your Family's liability under the terms of any credit card, debit card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with You.</p> <p>We will not pay any more than £1,000 for any one claim.</p> <p>Do not forget to inform the Police and issuing authorities as soon as possible in the event of a loss.</p>	<p>15. a. Any loss unless You or Your Family have complied with the terms and conditions of the issuing authority. b. Any loss or claim due to accounting errors or omissions.</p>
<p>16. Accidental loss of oil and metered water We will pay for accidental loss of domestic heating oil and metered water.</p> <p>We will not pay more than £2,000 for any one claim.</p>	<p>16. Loss or damage while the Park Home is Unoccupied or Unfurnished.</p>



What is covered	What is not covered
<p>17. Temporary removal Loss or damage by causes 1–11 to Contents temporarily removed from Your Park Home to:</p> <ul style="list-style-type: none"> a. Any bank or safe deposit. b. Any occupied private dwelling. c. Any building where You or Your Family are working or temporarily residing while anywhere in the world. <p>Under (b.) and (c.) the maximum amount payable for theft or attempted theft from a room in a nursing home, care home, school, university or college hall of residence accommodation is £5,000 for any one claim.</p> <p>We provide insurance protection for Contents in the Park Home during normal periods of unoccupancy, for example when You are on holiday. However, if You are going away for 60 consecutive days or more or if the Park Home is to be vacated please tell Us as this will affect the terms of Your Policy.</p> <p>Student belongings This cover automatically includes student’s possessions up to the total Maximum Limit (limited to £2,500 for theft or attempted theft) providing the student still has their permanent address at Your Park Home.</p>	<p>17. Loss or damage:</p> <ul style="list-style-type: none"> a. By theft unless it involves forcible and violent entry to or exit from a building. b. From a caravan, mobile home or motor home. c. Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons. d. To Business Equipment.
<p>18. Alternative accommodation While Your Park Home cannot be lived in because of loss or damage covered under this section of the Policy, We will pay for the reasonable cost of alternative accommodation for You, Your Family and Your domestic pets.</p>	

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What is covered	What is not covered
<p>We will not pay more than 20% of the Contents Sum Insured for any one claim.</p>	
<p>19. Documents Loss or damage by causes 1 – 11 to documents (other than Money) whilst:</p> <ul style="list-style-type: none"> a. Within Your Park Home, or b. Deposited for safe custody in any bank safe deposit or solicitor’s strongroom anywhere in the world. <p>We will not pay more than £2,500 for any one claim.</p>	<p>19. Loss or damage to documents:</p> <ul style="list-style-type: none"> a. Solely used for business, trade, profession or employment purposes. b. Which occurs within any garage or Outbuildings.
<p>20. Religious festivals, weddings and civil partnerships Cover is automatically provided for gifts and provisions:</p> <ul style="list-style-type: none"> a. During the period 30 days before and 30 days after a recognised religious festival. b. During the period 30 days before and 30 days after Your or Your Family’s wedding or Civil Partnership ceremony. <p>We will not pay more than 10% of the Contents Sum Insured for any one claim.</p>	
<p>21. Visitors’ personal effects Loss or damage by causes 1–11 to visitors’ Personal Effects whilst contained within Your Park Home.</p> <p>We will not pay more than £1,000 for each visitor for any one claim.</p>	<p>21. a. Loss or damage specifically excluded under Contents Cover. b. Loss or damage to Valuables or Money.</p>



What is covered	What is not covered
<p>22. Domestic staff's personal effects Loss or damage by causes 1–11 to Domestic Staff's Personal Effects contained within Your Park Home.</p> <p>We will not pay more than £1,000 for each member of Domestic Staff for any one claim.</p>	<p>22. a. Loss or damage specifically excluded under Contents Cover. b. Loss or damage to Valuables or Money.</p>
<p>23. Frozen food Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for eating by:</p> <ol style="list-style-type: none"> A change in temperature. Contamination by refrigerant or refrigerant fumes. <p>The refrigerator or deep freeze cabinet must be:</p> <ol style="list-style-type: none"> In Your Park Home. Owned by or be the responsibility of You or Your Family. 	<p>23. Loss or damage resulting from:</p> <ol style="list-style-type: none"> The deliberate act of You or Your Family or any electricity supplier. Strike, lock-out or industrial dispute. Property mainly used for business, trade, profession or employment purposes.
<p>24. Liability to domestic staff Subject to the limit below, We will pay any amount that You or Your Family become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any Domestic Staff within the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>We will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by Us in writing) for any one claim or series of claims arising from any one event or one source or original cause.</p>	<p>24. You or Your Family's legal liability to pay compensation or costs for bodily injury (including death) sustained by any Domestic Staff when they are:</p> <ol style="list-style-type: none"> Carried in or on a Vehicle, or Entering into or getting out of a Vehicle where such bodily injury or illness (including death) is caused by or as a result of You or Your Family's use of a Vehicle.



What is covered	What is not covered
<p>25. Liability to the public We will pay up to £5,000,000 (including costs and expenses agreed by Us in writing) for any one claim, or series of claims, arising from any one event or one source or original cause that You become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the Period of Insurance for accidental:</p> <ul style="list-style-type: none"> a. Death, bodily injury or illness of any person. b. Damage to material property not belonging to or in the custody or control of You, Your Family or Domestic Staff arising from: <ul style="list-style-type: none"> i. The occupation of the Park Home (but not its ownership). ii. The private pursuits of You or Your Family. iii. The employment by You or Your Family of Domestic Staff. 	<p>25. Legal liability to pay compensation or costs arising from the following:</p> <ul style="list-style-type: none"> a. Any business, trade, profession or employment. b. The transmission of any contagious disease or virus. c. Owning, possessing or using a Vehicle. d. Owning, possessing or using drones including mechanically propelled aerial toys, models or devices. e. owning, possessing or using any dangerous dogs as listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983. This includes cross breeds of those listed with any other breed, and any updates or changes that are made to these laws. f. Owning any species of animal not domesticated in the UK. g. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man. h. Death or bodily injury or illness to You or Your Family. i. Any liability which is covered under a more specific policy.
<p>26. Tenant's liability (applicable if the Park Home is rented)Any amount that You or Your Family become legally liable to pay as tenant of the Park Home in respect of:</p> <ul style="list-style-type: none"> a. Damage to the Structures by any cause specified under Structures Cover of this Policy. b. Accidental damage to cables drain inspection covers or underground drains pipes or tanks providing a service to or from the Park Home. c. Accidental breakage of: <ul style="list-style-type: none"> i. Fixed glass in: <ul style="list-style-type: none"> a. Windows. b. Doors. c. Fanlights. d. Skylights. e. Greenhouses 	<p>26. Loss or damage to gates, hedges and fences.</p>

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What is covered	What is not covered
<ul style="list-style-type: none"> f. Conservatories. g. Verandahs. ii. Fixed ceramic hobs or hob covers. iii. Fixed sanitaryware and bathroom fittings. <p>We will not pay more than 20% of the Contents sum insured for any claim or series of claims arising from any one event or one source or original cause.</p>	
<p>27. Unrecovered damages</p> <p>We will pay the amount of any award of damages made in Your or Your Family's favour which:</p> <ul style="list-style-type: none"> a. Is in respect of death, bodily injury or illness or damage to property of such nature that You or Your Family would have been entitled to a claims payment under Liability to the Public had You or Your Family been responsible for the injury or damage. b. Is made by a court within the United Kingdom, Isle of Man or Channel Islands. c. Is still outstanding six months after the date on which it is made. d. Is not the subject of an appeal. <p>We will not pay more than £5,000,000 in respect of any one award.</p>	
<p>28. Emergency entry</p> <p>Loss or damage to the Contents caused when the Fire, Police, or Ambulance Service has to force an entry to the Structures because of an emergency (or perceived emergency) involving You or Your Family.</p>	



What is covered	What is not covered
<p>29. Shopping in transit Loss or damage to food and domestic purchases whilst being transported from the shops to Your Park Home.</p> <p>We will not pay more than £350 for any one claim.</p>	<p>29. Theft from an unattended road vehicle unless this is from a locked luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry to a securely locked vehicle.</p>
<p>30. Dependant relative The Contents of Your dependant relative which they have with them whilst living in a nursing home.</p> <p>We will not pay more than £2,500 for any one claim.</p>	<p>30. Loss or damage by theft unless it involves forcible and violent entry to or exit from a building</p>
<p>31. Accidental loss or damage to Contents whilst in the Park Home.</p>	<p>31. Any loss or damage specifically excluded under Contents causes 1-11 and covers 12- 30.</p> <p>Accidental damage or loss:</p> <ul style="list-style-type: none"> a. By mechanical or electrical breakdown or failure. b. Arising from the cost of remaking any film, disc, or tape or the value of any information contained on it. c. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. d. By chewing, scratching, tearing or fouling by Your domestic pets. e. Caused by rot, fungus, or insects. f. To food, drink or plants. g. Specifically covered under Contents causes 1-11 and Contents covers 12-30. h. To computers or computer equipment by: <ul style="list-style-type: none"> i. Accidental loss, mislaying or misfiling of documents or records. ii. Viruses. iii. Contamination.

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What is covered	What is not covered
	<ul style="list-style-type: none"> i. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which You are claiming, e.g. costs incurred in preparing the claim or loss of earnings following Your bodily injury or illness. j. While the Park Home is Unoccupied or Unfurnished.
<p>32. House removal by professional removers Accidental damage or loss to Contents caused during a house move by professional removal contractors from Your Park Home to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>32. Accidental loss or damage:</p> <ul style="list-style-type: none"> a. To Money. b. To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors. c. To jewellery. d. During sea transit. e. Whilst the Contents are in storage. f. By mechanical or electrical breakdown or failure.



What is covered	What is not covered
<p>33. Garden cover</p> <hr/> <p>A. Contents in the open Loss or damage by causes 1 and 3-11 to Contents while in the open within the boundaries of the land belonging to Your Park Home.</p> <p>We will not pay more than £1,500 for any one claim.</p> <p>Items such as garden furniture, external statues and garden pots are included within this section.</p> <hr/> <p>B. Garden plants Loss or damage to plants and trees by causes 1, 3, 6 & 7 while in the open within the boundaries of the land belonging to Your Park Home.</p> <p>We will not pay more than £1,000 for any one claim.</p> <p>This includes shrubs, trees, rockeries, bushes and vegetables.</p>	<hr/> <p>A. Contents in the open Loss or damage:</p> <ul style="list-style-type: none">a. To Valuables or Money.b. To business equipment.c. Caused by Storm or Flood.d. Loss or damage caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view in a boot or glove compartment, and all windows are closed and all doors, including the boot, are locked. <hr/> <p>B. Garden plants Loss or damage while the Park Home is Unoccupied or Unfurnished.</p>



Personal Possessions

Your Schedule will show if this Section is in force.

What are Personal Possessions?

All of the following things are included provided that they belong to **You** or **Your Family** or that **You** or **Your Family** are legally responsible for them and they are mainly used for private purposes.

Personal Effects	Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TV's, handheld computer consoles, MP3 players, mobile telephones and sports equipment.
Valuables	This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.
Money	This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards. This does not include credit card, cheque card or cash dispenser card liability.

What is the most we will pay?

We will not pay more in total than the Maximum Limit for **Personal Possessions** shown in **Your Policy** Schedule for any one claim.

The sum insured for **Personal Possessions** is included within the sum insured for **Contents** and is not in addition to it.

The following limits apply	
Money	£500
Credit Card	£1,000
Any one unspecified article	£1,000
Specified article	The Personal Possessions sum insured as shown for the article in Your Policy Schedule.



What is covered	What is not covered
<p>1. Loss or damage to Personal Effects, Valuables and Money belonging to You or Your Family whilst anywhere in the world.</p>	<p>1. The amount of the Excess shown in the Schedule.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">a. Arising from the cost of remaking any film, disc or tape or the value of any information held on it.b. Caused by, or in the process of, cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.c. Caused by chewing, scratching, tearing or fouling by Your domestic animals.d. Caused by insects.e. Caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view in a boot or glove compartment, and all windows are closed and all doors, including the boot, are locked.f. To items not in the care, custody or control of You or Your Family.g. Caused by theft or attempted theft from an unlocked hotel room.h. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which You are claiming.i. By mechanical or electrical breakdown or failure.j. Caused to a Vehicle.k. To parts, accessories, tools and fitted radios, cassette players and compact disc players, MP3 and DVD players and satellite navigation systems for any Vehicle.l. To any property or Money mainly used or held for the purpose of business, trade, profession or employment.

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What is covered	What is not covered
	<ul style="list-style-type: none"> m. To plants or any living creature. n. Loss or damage as a result of any failed online purchase or transaction. o. To documents. p. Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable. q. Specifically covered elsewhere in this Policy. r. To computers or computer equipment by: <ul style="list-style-type: none"> i. Accidental loss or mislaying or misfiling of documents or records. ii. Viruses. iii. Contamination. s. To lottery tickets and raffle tickets. t. To sports equipment in the course of play. u. To pedal cycles while racing. v. To pedal cycles by theft unless securely locked to a fixed or permanent structure when unattended. w. To pedal cycle tyres or accessories unless the pedal cycle is lost or damaged at the same time. x. To Money by mistake in change, counting or overpayment. y. To items more specifically and properly insured elsewhere. z. While Your Park Home is left Unoccupied or Unfurnished.



What is covered	What is not covered
<p>2. Payment card liability</p> <p>Your and Your Family's liability under the terms of any credit card, debit card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with You.</p> <p>We will not pay any more than £1,000 for any one claim.</p> <p>Do not forget to inform the Police and issuing authorities as soon as possible in the event of a loss.</p>	<p>2. a. Any loss unless You or Your Family have complied with the terms and conditions of the issuing authority.</p> <p>b. Any loss or claim due to accounting errors or omissions</p>



Personal Accident Cover

Your Schedule will show if this Section is in force.

There is no cover for persons aged 70 years or over on the date of the accident that results in a claim under this Section.

What is the most we will pay?

We will not pay more in total than the Maximum Limit for Personal Accident shown in **Your Policy** Schedule.

For a person entitled to benefit under this Section who is aged 16 years or over but less than 70 years on the date of the accident **We** will pay £10,000.

For a person entitled to benefit under this Section who is aged under 16 years on the date of the accident **We** will pay £500.

What is covered	What is not covered
<p>Physical injury to You or Your Family which is the result of an accident which occurs whilst:</p> <ul style="list-style-type: none"> a. Occupying Your Park Home, or b. Working on Your Park Home <p>and which within 52 weeks of the date of the accident solely and independently of any other cause results in:</p> <ul style="list-style-type: none"> i. Death, or ii. Total and permanent loss or total and permanent use of one or more limbs, or iii. Total and irrecoverable loss of sight in one or both eyes 	<p>Physical injury:</p> <ul style="list-style-type: none"> a. To any person aged 70 years or over on the date of the accident. b. Caused directly or indirectly by alcohol, narcotics or drugs unless taken as prescribed by a registered medical practitioner. c. Caused directly or indirectly by You or Your Family participating in driving or riding in any kind of race, rock climbing or mountaineering normally involving the use of ropes or guides, skiing, water skiing, tobogganing, potholing, skin-diving, scuba diving, snorkelling, hang gliding, parachuting, hunting on horse back, or any winter sports other than skating. d. Which is self-inflicted <p>Death or loss occurring more than 12 months after date of the accident.</p>



Home Emergency Assistance

Your Schedule will show if this Section is in force.

This **Policy** is underwritten by Inter Partner Assistance S.A., which is authorised and regulated by the National Bank of Belgium, with a registered head office at Boulevard du Régent 7, 1000 Brussels, Belgium. Authorised by the Prudential Regulation Authority (firm reference number 202664). Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Inter Partner Assistance S.A. UK branch office address is 106-118 Station Road, Redhill, RH1 1PR.

The assistance services described in this **Policy** are provided by AXA Assistance (UK) Limited, which is authorised and regulated by the Financial Conduct Authority. AXA Assistance (UK) Limited's firm register number is 439069, with its registered office at 106-118 Station Road, Redhill, RH1 1PR. It is registered in England under company number 02638890.

Both AXA Assistance (UK) Limited and Inter Partner Assistance S.A. are part of the AXA Group.

Definitions

Additional definitions for this section only.

Where **We** explain what a word means that word will appear highlighted in **bold print** and will have the same meaning wherever it is used in this section. **We** list the definitions alphabetically.

Authorised Contractor	A tradesperson authorised in advance to carry out repairs under this Policy .
Beyond Economical Repair	The point at which We deem the cost to repair Your boiler exceeds its value.
Covered Events	Emergency to essential services within the insured Park Home shown on the Schedule.
Emergency	The result of a sudden and unforeseen incident at the Park Home which immediately: <ul style="list-style-type: none"> a. Exposes You or a third party to a risk to Your or their health, or b. Creates a risk of or loss of or damage to the Park Home and /or any of Your belongings, or c. Renders the Park Home uninhabitable.

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Emergency Repairs	Work undertaken by an Authorised Contractor to resolve the Emergency by completing a Temporary Repair .
Local Territory	United Kingdom (Great Britain, Northern Ireland, Isle of Man, and the Channel Islands).
Park Home	The residential home shown in the Schedule including its garages and Outbuildings if they form part of the property.
Period of Insurance	One year from the start or renewal date shown on Your Policy Schedule.
Permanent Repair	Repairs and/or work required to put right the fault which caused the Emergency on a permanent basis.
Temporary Repair	A repair undertaken by an Authorised Contractor which will resolve an Emergency but will need to be replaced by a Permanent Repair .
We/Us/Our	Inter Partner Assistance S.A. UK Branch and AXA Assistance (UK) Limited, whose registered address is The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.
You/Your	The policyholder and/or any member of the insured's immediate Family .



There are conditions and exclusions which limit **Your** cover. Please read them carefully to ensure this cover meets **Your** needs. We do not wish **You** to discover after an incident has occurred that it is not insured.

The Home Emergency Assistance **Policy** is not a maintenance contract.

General conditions

- a. **We** will only pay costs which are incurred as a direct consequence of the event which led to the claim **You** are making under this **Policy** up to the **Policy** limit shown in the sections entitled "Home Emergency Assistance".
- b. No costs for repairs are payable under this insurance, unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims service telephone number provided and have an **Authorised Contractor** in advance to make a **Temporary** or **Permanent Repair**.
- c. Claims may not be made under this **Policy** for the first 14 days unless **You** are renewing an existing **Policy**.
- d. **You** must quote **Your Policy** number when calling for help. **You** must produce the relevant identification including boiler service receipts on the demand of the **Contractor** or **Our** other nominated agent.
- e. If any loss, damage or expense covered under this insurance **Policy** is also covered by any other insurance or maintenance contract, **We** will not pay more than **Our** fair share of any claim.
- f. This insurance does not cover normal day to day maintenance at **Your Park Home** that **You** should do. Nor does it pay for replacing items that wear out over a period of time or replacement parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**.
- g. You must co-operate with **Us** in obtaining reimbursement of any costs **We** incur under the terms of this cover, which may have been caused by the action of a third party against whom **You** have a legal right of action.
- h. During any 12 month period **We** will not be responsible for more than three claims.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases **We** will not be able to avoid delays in repair. **We** will keep **You** informed throughout **Your** claim.

There also may be occasions where parts are no longer available. In these situations **We** will ensure **Your Park Home** is safe and if required, **We** will arrange for a manufacturer to provide **You** with a quotation for a suitable replacement item at **Your** cost.



Domestic emergency

If **You** suffer a covered event at **Your Park Home**, **You** should tell **Us** on the **Emergency** telephone number.

We will then do the following:

- a. Advise **You** about how to protect yourself and the **Park Home** immediately.
- b. Organise and pay up to £1,000 including VAT, call out, labour, parts and materials to carry out an **Emergency Temporary Repair**, or if at a similar expense an **Emergency Permanent Repair**.

If the **Temporary Repair** will cost more than £1,000 including VAT to complete **We** will advise **You** how much, in total, the repair will cost. **We** will proceed with the repair only if **You** agree to pay the amount over £1,000.

- c. In the event of the **Park Home** becoming uninhabitable and remaining so overnight because of the covered event, **We** will, subject to prior agreement with ourselves, pay up to £250 including VAT in total for:
 - i. **Your** overnight accommodation and/or
 - ii. Transport to such accommodation.



What is covered	What is not covered
<p>The Covered Events are listed below:</p> <ol style="list-style-type: none">1. Plumbing problems related to leaking pipes, blocked drains or leaking radiators.2. Blockages in toilet waste pipes.3. Broken or damaged windows, doors and locks presenting a security risk to the Park Home.4. Complete electricity failure within the Park Home.5. Central heating or boiler failure. You are also covered for a primary system running on air, ground or water source heat pumps, however We may settle claims for these types of energy on a reimbursement basis if We do not have a suitable authorised contractor locally to You.6. Hot water failure.7. Animals or insects that are destructive in their natural behaviour or considered as pests or nuisances: brown rats, black rats, house mice, field mice, squirrels, wasps' nests and hornets' nests only where evidence of infestation in the Park Home has been found.	<p>The following are excluded from the insurance:</p> <ol style="list-style-type: none">1. Any leaking or dripping tap that needs a new washer or replacing external overflows or replacing of boilers, cylinders, tanks, radiators and sanitaryware.2. External overflows, external guttering.3. Burst or leaking flexible hoses which can be isolated or leaking washing appliances.4. External water supply pipes after the internal stop tap.5. Septic tanks and swimming pool installations.6. Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the 12 months prior to Your claim, You will be asked to produce the evidence at the time of the claim.7. Boilers over 15 years old.8. Boilers that are beyond economical repair.9. Shared water/drainage facilities.10. Material/labour charges covered by manufacturers/suppliers/installers.11. Replacement of light bulbs and fuses in plugs.12. Any failure of electricity that affects only part of the Park Home.13. Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the Park Home.14. Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.15. Loss, damage to windows, doors or locks for Outbuildings garages and sheds.

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What is covered	What is not covered
	<p>16. Pests outside the main dwelling e.g. in the garages and other Outbuildings.</p> <p>17. Failure to follow recommendations made by Us or by Our Authorised Contractor on pest prevention or hygiene measures or elimination and blockage of entry points.</p> <p>18. Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.</p> <p>19. Any breakdown to flushing mechanisms of toilets.</p> <p>20. Damage to boundary walls, hedges, fences or gates.</p> <p>21. Warm air, solar and unvented heating systems or boilers with an output over 60 Kw/hr.</p> <p>22. Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.</p> <p>We will not be liable for any of the following:</p> <ul style="list-style-type: none"> a. Any system, equipment, or facility, which has not been properly installed, or which is faulty or inadequate as a result of any manufacturing or design fault. b. Any circumstances in which making Emergency Repairs would contravene health and safety regulations and legislation or where a specialist contractor is required. c. Loss or damage arising from circumstances known to You prior to the start date of this insurance. d. Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitaryware. e. The cost of replacement parts due to natural wear and tear. f. Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.

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What is covered	What is not covered
	<ul style="list-style-type: none">g. Any loss or damage to Your Park Home as a result of the Emergency.h. Any loss due to faulty installation of Your plumbing, heating, electrical system within the Park Home.i. Any faulty installation of a kitchen appliance.j. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.k. Any cost relating to the attempted repair by You or Your own contractor.l. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference, or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards, or where You have failed to follow remedial advice from Our Authorised Contractor.m. Any Emergency in a Park Home that is Unoccupied.n. Any loss arising from Subsidence caused by bedding down of new structures, demolition or structural repairs or alteration to the Park Home, faulty workmanship or the use of defective materials, or river or coastal erosion.

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What is covered	What is not covered
	<p>o. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any other explosive nuclear assembly or its nuclear component.</p> <p>p. Where Health and Safety regulations, adverse weather, or a risk assessment that has been carried out, prevent Our Authorised Contractor being able to attend to the Emergency or carry out work in Your Park Home.</p> <p>q. We will not provide cover, pay any claim or provide any benefit if doing so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p>

How to make a claim

To obtain **Emergency** assistance contact the 24 hour **Emergency** Helpline on 01737 334092.

You should have the following information available upon request:

- a. **Your** name and **Park Home** postcode.
- b. **Your Policy** number.
- c. An indication as to the nature of the problem.



Our promise

We make every effort to provide **You** with the highest standards of service. If on any occasion **Our** service falls below the standard **You** should expect **Us** to meet, the following procedure explains what **You** should do.

Complaints procedure

We will always aim to do **Our** best. However there may be times when **You** are not happy with **Our** services. **You** can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at:

Inter Partner Assistance S.A. UK Branch
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
UK
Phone: 01737 815 913
Email: homeemergencycomplaints@axa-assistance.co.uk

We will deal with **Your** dissatisfaction as soon as **We** can and try to reach an amicable resolution. If **We** are unable to reach a resolution within 8 weeks or if **You** are not happy with **Our** resolution, **You** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
UK
Phone: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **Your** legal rights.



Data protection

Details of **You, Your** insurance cover under this policy and claims will be held by **Us** (acting as data controllers) for underwriting, policy administration, claims handling, providing home emergency assistance, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **Our** website privacy notice (see below).

We collect and process these details as necessary for performance of **Our** contract of insurance with **You** or complying with **Our** legal obligations, or otherwise in our legitimate interests in managing our business and providing **Our** products and services.

These activities may include:

- a. use of sensitive information about the health or vulnerability of **You** or others involved in **Your** home emergency, in order to provide the services described in this policy, By using **Our** services, **You** consent to **Us** using such information for these purposes,
- b. disclosure of information about **You** and **Your** insurance cover to companies within the AXA group of companies, to **Our** service providers and agents in order to administer and service **Your** insurance cover, to provide **You** with home emergency assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- c. monitoring and/or recording of **Your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- d. obtaining and storing any relevant and appropriate photographic evidence of the condition of **Your** property which is the subject of the claim, for the purpose of providing services under this policy and validating **Your** claim; and
- e. sending **You** feedback requests or surveys relating to **Our** services, and other customer care communications.

We will separately seek **Your** consent before using or disclosing **Your** personal data to another party for the purpose of contacting **You** about other products or services (direct marketing). Marketing activities may include matching **Your** data with information from public sources, in order to send **You** relevant communications. **You** may withdraw **Your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and both within and outside of the EEA (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

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By purchasing this policy and using **Our** services, **You** acknowledge that **We** may use **Your** personal data, and consent to **Our** use of sensitive information, both as described above. If **You** provide **Us** with details of other individuals, **You** agree to inform them of **Our** use of their data as described here and in **Our** website privacy notice (see below).

You are entitled on request to a copy of the information we hold about **You**, and **You** have other rights in relation to how **We** use **Your** data (as set out in our website privacy notice – see below). Please let **Us** know if **You** think any information **We** hold about **You** is inaccurate, so that **We** can correct it.

If **You** want to know what information is held about **You** by Inter Partner Assistance S.A. UK Branch or AXA Assistance (UK) Limited, please write to us at:

Data Protection Officer

The Quadrangle

106-118 Station Road

Redhill

RH1 1PR

UK

Email: dataprotectionenquiries@axa-assistance.co.uk

Our full privacy notice is available at: <https://www.axa-assistance.co.uk>. Alternatively, a hard copy is available from us on request.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk) or call them on 0207 741 4100.



Park Home and Family Legal Advice and Protection

Your Schedule will show if this Section is in force.

This advice service and insurance is managed and provided by Arc Legal Assistance Limited. This insurance is underwritten by the Insurer, on whose behalf **We** act.

Park Home and Family Legal Advice and Protection provides: -

- Assistance Helplines including 24/7 Legal Advice.
- Discounted legal services.
- Insurance for legal costs for certain types of disputes.

ASSISTANCE HELPLINE SERVICES

Legal Helpline

You can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Specialist legal advice on matters relating to **Your Park Home** may not be available 24 hours a day. Where **We** cannot provide immediate advice when **You** call **We** will arrange for someone to call you back at a time convenient to **You**.

Simply telephone 0344 770 1056 and quote "Paul Baker Insurance Services Park Home and Family Legal Advice and Protection".

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

Additional Legal Services

Our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are: -

- Legal costs arising from the sale or purchase of the home and re-mortgaging.
- Divorce and child custody issues.
- Wills and probate.

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors.



Our panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The insurance providers will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.



Definitions

The following definitions apply to Park Home and Family Legal Advice and Protection only.

Where the following words appear in **bold** they have these special meanings.

Adverse Costs	Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Adviser	Our specialist panel solicitors or accountants or their agents appointed by Us to act for You , or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal or accountancy fees and disbursements incurred by the Adviser .
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing
Costs	Standard Advisers' Costs and Adverse Costs .
Data Controller	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
Data Protection Legislation	The relevant Data Protection Legislation in force in the United Kingdom at the time of the Insured Incident .
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

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Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured Incident	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p><u>Tax</u> In accountancy matters the Insured Incident arises on the date that You or Your Adviser are contacted either verbally or in writing, by the relevant department of HM Revenue and Customs advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.</p> <p>For the purposes of the Limit of Indemnity, only one Insured Incident will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>
Insured Period	The Insured Period declared to and accepted by Us , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Insurer	AmTrust Specialty Limited

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Legal Action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.
Maximum Amount Payable	The maximum payable in respect of an Insured Incident is £50,000.
Park Home	The residential home shown in the Schedule which is stationed on a pitch within a licensed park home site licensed within Section 1(1) of the Caravan Sites and Control of Development Act 1960.
Protected Park Home	The Park Home which is stationed on a pitch within a protected permanent residential site which is licensed under Section 1(2) of the Caravan Sites Act 1968 for that purpose.
Site Owner	The individual firm or partnership that owns and is responsible for the site where Your Park Home is situated.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial Limits	United Kingdom, the Channel Islands and the Isle of Man.
We/Us/Our	Arc Legal Assistance Limited.
You/Your/Yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to Your family members resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death.



Terms of Cover

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Adviser's Costs**, less any excess, up to the **Limit of Indemnity** where:

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**
and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

What is covered	What is not covered
<ol style="list-style-type: none"> 1. Protected Park Home Disputes Advisers' Costs to pursue or defend a Legal Action following a dispute with Your Site Owner about: <ol style="list-style-type: none"> a. Your rights to use and occupy Your Protected Park Home. b. Your rights to quiet enjoyment of Your Protected Park Home, pitch, services and facilities as provided by the Site Owner. c. The exercising of Your right to sell Your Protected Park Home providing commencement of the sale starts at least 6 months after the start date of the Insured Period applicable when You first purchased this insurance. d. Annual pitch fees provided You have owned Your Protected Park Home for a minimum of 12 months. e. The maintenance of the site on which Your Protected Park Home is situated. 	<ol style="list-style-type: none"> 1. Claims in respect of disputes relating to: <ol style="list-style-type: none"> a. Planning. b. Caravan site licensing. c. Building regulations. d. Compulsory purchase orders. e. Proposed works. by or under the order of any government or public or local authority.



What is covered	What is not covered
<p>2. Misrepresentation and Breach of Contract Advisers' Costs to pursue a Legal Action in a dispute with Your Site Owner about the physical location of Your Park Home and/or pitch where You have entered into a contract with the Site Owner for a Protected Park Home and Your Park Home and/or pitch is outside the physical boundary of the protected site stated in the site licence.</p>	<p>2. Claims:</p> <ul style="list-style-type: none"> a. Where the breach of contract occurred within the first 6 months after You first purchased this insurance. b. Where You have resided in the Protected Park Home for less than 12 months.
<p>3. Consumer Pursuit Advisers' Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>3. Claims:</p> <ul style="list-style-type: none"> a. Where the amount in dispute is below £250 plus VAT. b. Where the breach of contract occurred before You purchased this insurance. c. Involving a vehicle owned by You or which You are legally responsible for. d. Arising from a dispute with any government, public or local authority. e. Arising from the purchase or sale of Your Park Home. f. Relating to a lease tenancy or licence to use property or land. g. Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled. h. Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You. i. Directly or indirectly arising from planning law. j. Directly or indirectly arising from constructing buildings or altering their structure for Your use.



What is covered	What is not covered
<p>4. Consumer defence Advisers' Costs to defend a Legal Action brought against You following a breach of a contract You have for selling Your own personal goods. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>4. Claims:</p> <ul style="list-style-type: none">a. Where the amount in dispute is below £250 plus VAT.b. Where the breach of contract occurred before You purchased this insurance.c. Involving a vehicle owned by You or which You are legally responsible for.d. Arising from a dispute with any government, public or local authority.e. Arising from the sale or purchase of Your Park Home.f. Relating to a lease tenancy or licence to use property or land.
<p>5. Personal Injury Advisers' Costs to pursue a Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible.</p>	<p>5. Claims:</p> <ul style="list-style-type: none">a. Arising from medical or clinical treatment, advice, assistance or care.b. For stress, psychological or emotional injury unless it arises from You suffering physical injury.c. For illness, personal injury or death caused gradually and not caused by a specific sudden event.d. Involving a vehicle owned or driven by You.
<p>6. Employment Disputes Standard Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an Employee of Your: -</p> <ul style="list-style-type: none">a. Contract of Employment; orb. legal rights under employment laws.	<p>6. Claims:</p> <ul style="list-style-type: none">a. Where the breach occurred within the first 90 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred.

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What is covered	What is not covered
	<ul style="list-style-type: none"> b. For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man). c. For Standard Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your Contract of Employment or the costs associated with any settlement agreement. d. Where the breach is alleged to have commenced or to have continued after termination of Your employment. e. For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
<p>7. Property Infringement Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your Park Home.</p>	<p>7. Claims:</p> <ul style="list-style-type: none"> a. Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started. b. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. c. For adverse possession. d. In respect of a contract You have entered into. e. Directly or indirectly arising from planning law. f. Directly or indirectly arising from constructing buildings or altering their structure for Your use.

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What is covered	What is not covered
	<ul style="list-style-type: none"> g. Directly or indirectly arising from: <ul style="list-style-type: none"> i. Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building. ii. Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground. iii. Land slip meaning downward movement of sloping ground. iv. Mining or quarrying..
<p>8. Property Damage Advisers' Costs to pursue a Legal Action for damages against a person or organisation that causes physical damage to Your Park Home or Your personal effects. The damage must have been caused after You first purchased this insurance.</p>	<ul style="list-style-type: none"> 8. Claims: <ul style="list-style-type: none"> a. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. b. In respect of a contract You have entered into. c. Directly or indirectly arising from planning law. d. Directly or indirectly arising from constructing buildings or altering their structure for Your use. e. Directly or indirectly arising from: <ul style="list-style-type: none"> i. Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building. ii. Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.

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What is covered	What is not covered
	<ul style="list-style-type: none"> iii. Land slip meaning downward movement of sloping ground. iv. Mining or quarrying.
<p>9. Property Sale and Purchase Advisers' Costs to pursue or defend a Legal Action arising from a breach of a contract for the sale or purchase of Your Park Home</p>	<p>9. Claims:</p> <ul style="list-style-type: none"> a. Where You have purchased this insurance after the date You completed the sale or purchase of Your Park Home. b. Where the amount in dispute is below £250 plus VAT. c. Directly or indirectly arising from planning law. d. Directly or indirectly arising from constructing buildings or altering their structure for Your use.
<p>10. Data Protection Advisers' Costs to pursue a Legal Action against a person or organisation for breached Data Protection Legislation which has resulted in You suffering a financial loss.</p>	
<p>11. Personal Identity Fraud Advisers' Costs arising from Identity Fraud: -</p> <ul style="list-style-type: none"> a. To defend Your legal rights and/or take steps to remove County Court Judgments against You that have been obtained by an organisation from which You are alleged to have purchased, hired or leased goods or services. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Fraud. b. To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Fraud. 	<p>11. Claims:</p> <ul style="list-style-type: none"> a. Where You have not been the victim of Identity Fraud. b. Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Incident. c. Where the Identity Fraud has been carried out by somebody living with You. d. For Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss. <p>You must agree to be added to the CIFAS Protection Register if We recommend it.</p>

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- | | |
|---|--|
| c. In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Fraud . | |
|---|--|

General exclusions applicable to this section only

1. There is no cover where: -

- You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
- Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- Your** insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for: -

- Claims over loss or damage where that loss or damage is insured under any other insurance.
- Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**.
- Any claim **You** make which is false or fraudulent or exaggerated.
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- Costs if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from: -

- A dispute between **You** and someone **You** live with or have lived with.
- Your** business trade or profession other than as an **Employee**.
- An application for a judicial review.
- Defending or pursuing new areas of law or test cases.

4. Contracts (Rights of Third Parties) Act 1999

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

Conditions applicable to this section only

1. Claims

- You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be



- reported within 45 days of **You** becoming aware of the incident.
- b. **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
 - i. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
 - c. The **Adviser** will: -
 - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii. Keep **Us** advised of **Advisers' Costs** incurred.
 - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi. Attempt recovery of costs from third parties.
 - d. In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
 - e. The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
 - f. **You** shall supply all information requested by the **Adviser** and **Us**.
 - g. **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
 - h. **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a. Being able to recover the amount of money at stake.



- b. Being able to enforce a judgement.
- c. Being able to achieve an outcome which best serves **Your** interests.

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

5. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact Paul Baker Insurance Services.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud.
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

6. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

7. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

8. Fraud

In the event of fraud, **We**:

- a. Will not be liable to pay the fraudulent claim



- b. May recover any sums paid to **You** in respect of the fraudulent claim
- c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d. Will no longer be liable to **You** in any regard after the fraudulent act.

9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

10. Sanctions

We will not provide cover, pay any claim or provide any benefit if doing so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Customer service information

How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline on 0344 770 1056.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Privacy and Data Protection Notice

For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**.

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information.

For more information visit Our website <https://www.arclegal.co.uk/privacy-policy/> and the Insurer's website <https://amtrustinternational.com/dpn>.



What we do with your personal information

We might need to use the information **We** have about **You** for different reasons. For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **us** to use **Your** information for marketing. **You** can also ask **Us** to give **You** the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **we** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.



If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are: -

Arc Legal Assistance Ltd, PO Box 8921, Colchester CO4 5YD
Tel: 01206 615000 Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are: -

Financial Ombudsman Service, Exchange Tower, London E14 9SR
Tel: 08000 234 567 Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Park Home and Family Legal Advice and Protection insurance is underwritten by AmTrust Speciality Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number 1229676.

AmTrust Speciality Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768



Making a Complaint

Paul Baker Insurance Services and AXA Insurance aim to provide the highest standard of service to every customer.

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so that **We** can try to put things right.

If Your complaint relates to:	Please contact:
<p>How Your Policy was sold or administered for You, Your Policy or a claim on Your Policy in respect of:</p> <ul style="list-style-type: none"> Structures cover Contents cover Personal Possessions cover Personal Accident cover 	<p>Managing Director Paul Baker Insurance Services 16 Hewlett Road Cheltenham GL52 6AA Tel 01242 505840 Email enquiries@pbinsurance.co.uk</p>
<p>Your Policy or a claim on Your Policy in respect of:</p> <ul style="list-style-type: none"> Home Emergency Assistance 	<p>Customer Relations Manager AXA Assistance UK Ltd The Quadrangle 106-118 Station Road Redhill RH1 1PR Tel 01737 815 913 Email: quality.assurance@axa-assistance.co.uk</p>
<p>Your Policy or a claim on Your Policy in respect of:</p> <ul style="list-style-type: none"> Park Home and Family Legal Advice and Protection 	<p>Arc Legal Assistance Limited PO Box 8921 Colchester CO4 5YD Tel 01206 615000 Email customerservice@arclegal.co.uk</p>

When you make contact, please provide the following information:

- **Your** name, address, postcode, telephone number and email address.
- The type of **Policy** and **Your Policy** and/or claim number.
- The reason for **Your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

Beyond AXA or Paul Baker Insurance Services

Should **You** remain dissatisfied following **Our** written response **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products.

You have six months from the date of **Our** final response to refer **Your** complaint to the FOS. This does not affect **Your** right to take legal action.

If **We** cannot resolve **Your** complaint **You** may refer it to the Financial Ombudsman Service at the address given below:

Mail	Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR
Tel	0300 123 9123 or 0800 023 4567
Fax	020 7964 1001
Email	complaint.info@financial-ombudsman.org.uk
Web	https://help.financial-ombudsman.org.uk

Our promise to you

We will

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Learn from **Our** mistakes
- Use the information from complaints to continuously improve **Our** service.



Customer Service Information

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

Data Protection Notice

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Paul Baker Insurance Services is a trading name of Insync Insurance Solutions Limited which is authorised and regulated by the Financial Conduct Authority.

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