

A circular inset image showing a row of wooden leisure homes with white railings and doors, set against a blue sky. The inset is framed by a thick blue border and a thin yellow border.

# First Leisure Home Policy Wording

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# Welcome to First Underwriting Limited

## Policy Introduction

Thank **You** for choosing this leisure home insurance policy issued by First Underwriting Limited.

**You** should have this policy booklet, a **Schedule of Insurance** (which indicates operative sections) and any endorsements that apply to **Your** own policy for full details of **your** cover. These documents provide evidence of a legally binding contract of insurance between **You** and **Us**. Please read all documentation carefully, including the terms, conditions and exclusions to ensure that they meet **Your** needs. If they do not meet **Your** needs, please return them to **Us** or **Your** insurance broker immediately. If the insurance described does not give **You** everything **You** need, please tell **Us** immediately.

This insurance contract is based on the information provided by **You** or on **Your** behalf at the time **You** applied for this insurance and is shown in the **Statement of Fact**. Please tell **Us** at once If **You** have made any mistakes or if the information provided by **You** is not accurate or complete, otherwise this policy may not be valid.

### Law applicable to this contract

The law of England and Wales and the decision of the courts of England and Wales will apply to this contract unless:

**You** and **We** agree otherwise; or

At the start date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is in) the Channel Islands or the Isle of Man, in which case the law and the decision of the courts of that territory will apply.

### About First Underwriting Limited

First Underwriting Limited is registered in England & Wales, Company Number 07857938 and is authorised and regulated by the Financial Conduct Authority under the Firm's Reference Number (FRN) 624585.

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation Accredited Insurance (Europe) Limited – UK Branch (“**Accredited**”) have granted to First Underwriting Limited under the terms of a contract between First Underwriting Limited and Accredited. This contract makes First Underwriting Limited the Agent of Accredited and gives them the authority to perform certain acts on Accredited's behalf, but does not affect **Your** rights to claim or make a complaint.

First Underwriting Limited act as an administrator on behalf of Accredited.

### About the Insurer

Accredited Insurance (Europe) Limited – UK Branch.

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

Accredited Insurance (Europe) Limited – UK Branch (UK Establishment Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.



Stuart McMurdo  
Chief Executive Officer  
Accredited Insurance (Europe) Limited – UK Branch



Gemma Stanley  
Managing Director  
First Underwriting Limited

## Important information You have given Us

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

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information,

**We** will treat this policy as if it never existed and decline all claims.

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

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

**We** or **Your** insurance broker will write to **You** if **We**:

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

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** or **Your** broker as soon as possible. If anything changes at any time after this **Policy** has begun which is a change in the information **You** have given and which is relevant to this **Policy**, **You** must also inform **Us** or **Your** broker as soon as possible. If **You** do not, **Your Policy** may not be valid or may not cover **You** fully.

# Cancelling this policy

## 1 Your cancellation rights:

**You** have a statutory right to cancel **Your** policy within fourteen (14) days from either

- the commencement of the Period of Insurance;
- the date **You** receive this policy,

whichever is the later (the 'cooling off period');

**You** can cancel this policy at any time by contacting the entity that effected this insurance on **Your** behalf or by writing to **Us**.

If **You** wish to cancel and the policy cover has not yet commenced, **You** will be entitled to a full refund of the premium paid.

Alternatively, if **You** wish to cancel and the policy has already commenced and provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a proportional deduction for the time **We** have provided cover.

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

## 2 Our cancellation rights:

**We** may, if **We** have a valid reason, cancel this insurance at any time by sending **You** thirty (30) days' notice in writing to **Your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **Your**:

- a) non-payment of premium;
- b) continued failure to comply with the terms and conditions of this policy;
- c) failure to co-operate with **Us** or provide **Us** with information or documentation **We** reasonably require where such the lack of cooperation affects:
  - i) **Our** ability to process a claim;
  - ii) the defence of **Our** interests;
  - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **You** provide the details required in the letter **We Wrote to You** within the notice period;

- d) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **Our** staff or anyone acting on **Our** behalf;

If **We** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **Period of Insurance**, **We** will return to **You** a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

## How to make a Claim

To make a claim please contact the **Claims Team on:**

**01908 302395**

Please refer to General Condition 1 (Making Claims) for the claims procedure that must be followed. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced.

# Definitions

The definitions of key words which are used in this document are shown below.

Wherever the following words or phrases appear in **Your** policy, they will have the meaning given below unless stated otherwise: Also where the context requires:

- words in the singular will include the plural and vice versa
- words expressed in one gender shall include all genders
- references to 'a person' shall include any individual, company, partnership or any other legal entity
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

## Claims Team

Claims Consortium Group ("CCG") is a trading name of Property Consortium (Holdings) Ltd. Registered in England 07531688 at Blackdown House, Culmhead Business Centre, Taunton, Somerset TA3 7DY.

**Insurers** have authorised CCG to manage and settle claims on behalf of First Underwriting Limited.

## Communicable Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not,
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms,
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here, whether pandemic or non-pandemic).

## Computer System

Means any computer, **hardware**, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

## Cyber Act

Means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## Cyber Loss

Means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act or Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act or Cyber Incident**.

## Cyber Incident

Means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

## **Data**

Means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## **Contents**

Household goods, **Personal Effects** and clothing whilst in the **Structure** or adjacent ancillary domestic outbuildings and fixed storage chests that are locked and which belong to **You**, or **Your Family**, or for which **You** are legally responsible.

This definition does not include articles of gold, silver or other precious metal, jewellery, furs, watches, cameras and other photographic equipment, binoculars, spectacles, contact or corneal lenses, motor vehicles, motor cycles, trailers, watercraft and or outboard engines, or any accessories to these items, water-sports clothing and equipment, fishing tackle, golfing equipment, bicycles, wheel chairs, mobility scooters, pets and livestock, landlords' fixtures and fittings, securities, certificates, **Money** and documents of any kind.

## **Evidence of Insurance**

The document that confirms the summary of **Your** contract of insurance with **Insurers** and identifies the details on which **Insurers** have based the terms and conditions of this insurance as well as the Sections and amount of cover **You** have bought.

## **Excess**

The first amount of any one claim (for each separate **Incident**) that **You** pay as set out in the **Evidence of Insurance**, the policy booklet and any endorsements.

## **Family**

**Your** spouse or partner and children, including foster children.

## **Floatation Device**

A device designed to keep **Your Home** afloat and unharmed, above **Flood** waters.

## **Flood**

A covering by water of land not normally covered by water including water in the form of waves, tidal waves, overflow of streams or other bodies of water or spray from any of the foregoing, all whether or not driven by wind or caused by storm.

## **Home**

**Your** Caravan, Park Home, Chalet or Lodge (including standard fixtures, fittings and equipment supplied by the manufacturer/builder when new), **Floatation Device**, underground service pipes and cables prior to joining the main or shared service point, ancillary domestic outbuildings, fixed storage chests, hot tubs, steps, balconies, patios, skirting and associated fences and gates, all adjacent to one another on the **Park** and which belong to **You** or for which **You** are responsible.

## **Incident**

A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss or damage.

## **Insurers / We / Us / Our / Ours**

Accredited Insurance (Europe) Ltd – UK Branch and where the context requires, First Underwriting Limited.

## **Market Value**

If **Your** property suffers a **Total Loss**, **Insurers** will assess **Your** loss as the cost of replacement property of a similar type and age, less a deduction for wear, tear and/or depreciation. However, the maximum amount **Insurers** will pay under any circumstances will be limited to the sum insured shown in **Your Evidence of Insurance**.

**Note:** The effect of wear and tear and/or depreciation will have a greater impact on certain possessions such as clothing, moveable articles such as furniture, curtains and carpets, decorative accessories such as upholstery and appliances such as fridges, freezers and cookers. For **Your Home** the **Market Value** will be based on information supplied by Glass's Guide Information Services or, if this is not available, other recognised sources of information such as the Internet.

## **Money**

Currency of any kind, including cash, stamps, bankers drafts, cheques, credit/debit or charge cards or any other type of financial instrument.

## **New for Old**

If **Your** property suffers a **Total Loss** and was not for sale at the time of the **Incident**, **Insurers** will assess **Your** loss as the cost of replacing it with new property of the same type or its nearest equivalent. For property that was for sale, **Insurers** will assess **Your** loss as the cost of property of a similar type and age, less a deduction for wear, tear and/or depreciation.

All replacements will be restricted to property of the same type or its nearest equivalent and settlement offers will be on the assumption that the sums insured are adequate and **You** accept such replacements.

If the replacement property costs more than the sum insured, **You** will have to make up the shortfall but this arrangement will not be offered for property costing more than **Your** loss assessed by **Insurers** or an appointed representative or agent of **Insurers**.

The maximum amount **Insurers** will pay under any circumstances will be limited to the sum insured shown in **Your Evidence of Insurance**. All cash settlements will be offered on a **Market Value** basis only.

## **Park**

The place where **Your Home** is located as shown in **Your Evidence of Insurance**.

## **Period of Insurance**

The length of time, shown on **Your Evidence of Insurance**, during which cover applies.

## **Personal Effects**

Belongings that are designed to be worn or carried on or about the person but this does not include **Money**.

## **Premium**

The payment **You** make in return for **Insurers** giving **You** this insurance.

## **Sports Equipment**

Fishing rods, wet suits, surf boards, golf clubs and inflatable dinghies up to 4.3 metres in length whilst they are at **Your Home** and which belong to **You**, or **Your Family**, or for which **You** are legally responsible.

## **Structure**

Refers only to the Caravan, Park Home, Chalet or Lodge construction that forms part of **Your Home**.

This definition does not include **Floatation Devices** or any ancillary domestic outbuildings, fixed storage chests, steps, balconies, patios, skirting, associated fences or gates.

## **Territorial Limits**

Means within the **United Kingdom**

## **Total Loss**

When, in the opinion of **Insurers**, **Your** property is lost or damaged beyond economic repair.

## **Third Party**

Any person other than **You**, a member of **Your Family** or an employee of **You** or **Your Family**.

## **United Kingdom**

England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.

## **Unoccupied**

When a period of more than 72 hours has passed since **You** or any responsible adult with **Your** express permission has slept overnight in **Your Home**.

## **You / Your**

Means the name of the person to whom this policy has been issued and identified in the **Evidence of Insurance**.

## Cover provided

The extent of cover applicable under the policy is as stated in the **Evidence of Insurance** or any relevant Endorsement and determines the extent of cover that applies.

## Section 1 – Home, Contents and Sports Equipment (Standard Cover)

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

What is covered	What is not covered
<b>A. Standard Cover</b>	
<p><b>Insurers</b> will pay for loss or damage to <b>Your Home</b>, <b>Contents</b> and/or <b>Sports Equipment</b> and the resultant cost of:</p> <ul style="list-style-type: none"><li>• Debris removal, re-siting and re-connection of a replacement <b>Home</b></li><li>• Architects, surveyors, legal and other fees necessary to re-build or repair <b>Your Home</b></li><li>• Additional costs of re-building or repairing the damaged parts of <b>Your Home</b> to meet any Government or Local Authority requirements</li></ul> <p>Where such loss or damage arises from an <b>Incident</b> at <b>Your Home</b> during the <b>Period of Insurance</b> caused by any of the following perils:</p>	<p>The <b>Excess</b> applicable to the peril as set out in <b>Your Evidence of Insurance</b>.</p> <p>Any loss or damage arising from an <b>Incident</b> taking place away from <b>Your Home</b>. For cover away from <b>Home</b>, please refer to Section Three which can be found by reference to the Index on page 1.</p> <p>Any loss or damage to <b>Sports Equipment</b> as a direct result of its use at the time of the <b>Incident</b></p> <p>Loss or damage to fences and gates unless <b>Your Structure</b> is damaged at the same time from the same cause.</p>
Fire, smoke, explosion, lightning, thunderbolt, earthquake, riot, civil commotion, strikes, labour disturbances, aircraft and other aerial devices or anything dropped or falling from them.	
Storm, including hail and weight of snow	<p>Loss or damage by frost.</p> <p>Loss or damage arising from seepage of water into <b>Your Home</b> through seams or seals from any gradually operating cause.</p> <p>Loss or damage from storm that results in <b>Your Home</b> being overturned unless is securely storm anchored at all four corners of the chassis. If <b>Your Home</b> is fitted with a <b>Floatation Device</b> approved by <b>Us</b> then <b>Your Home</b> should be securely attached to it and in the event of <b>Flood</b>, be able to float freely above the ground in accordance with manufacturer's instructions.</p>

What is covered	What is not covered
<p><b>Flood</b></p> <p>Theft or attempted theft</p>	<p>Loss or damage by any person lawfully in <b>Your Home</b> unless</p> <ul style="list-style-type: none"> <li>such person is the hirer or tenant of <b>Your Home</b> and;</li> <li><b>You</b> have checked and recorded their identity and their personal contact details and;</li> <li>prior to the <b>Incident</b>, <b>You</b> had told <b>Us</b> that <b>Your Home</b> would be hired out and <b>Your Evidence of Insurance</b> reflected this.</li> </ul> <p>In the event of a claim for loss or damage by a hirer or tenant, the <b>Excess</b> rises to £500.</p> <p>Any claim which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument or the cessation of a business for any reason including liquidation, insolvency or bankruptcy</p> <p>Loss or damage by theft to any touring caravan used and insured as a <b>Home</b> unless a proprietary anti-theft device has been fitted to the tow hitch and the wheels are removed entirely from its vicinity.</p> <p>We will not pay for loss of or damage to <b>Contents and/or Sports Equipment</b> if:</p> <ul style="list-style-type: none"> <li><b>Your Home</b> is unattended and unlocked; or;</li> <li>such property was left in the open apart from inflatable dinghies or garden furniture where such items are padlocked to an immovable object.</li> </ul>
<p>Escape of water or oil from any fixed domestic water or heating installation</p> <p>Or</p> <p>Water freezing in any fixed domestic water or heating installation.</p>	<p>Loss or damage resulting from water freezing inside <b>Your Home</b> if it is <b>Unoccupied</b> during the period from 1st October to the 15th March unless:</p> <ul style="list-style-type: none"> <li>the water has been turned off at the mains and all equipment fully drained other than in respect of a proprietary sealed central heating system containing antifreeze which has been professionally fitted and is maintained to the manufacturers' specifications, or;</li> <li>a full central heating system has been set to operate daily and overnight to avoid frost damage.</li> </ul> <p>If the conditions above have been met but without using a <b>Park</b> approved service for drain down and re-commissioning then an <b>Excess</b> of £250 will apply.</p> <p>Loss or damage to the installation itself unless the damage is caused by water freezing.</p> <p>Loss or damage to, or arising from, a hot tub</p>

Impact or damage by any vehicle or animal	<p>Any loss arising from damage caused by pets belonging to <b>You</b>, a member of <b>Your Family</b>, an employee of <b>You</b> or <b>Your Family</b>, or a person lawfully in <b>Your Home</b> unless</p> <ul style="list-style-type: none"> <li>such person is the hirer or tenant of <b>Your Home</b> and;</li> <li><b>You</b> have checked and recorded their identity and their personal contact details and;</li> <li>prior to the <b>Incident</b>, <b>You</b> had told <b>Us</b> that <b>Your Home</b> would be hired out and <b>Your Evidence of Insurance</b> reflected this.</li> </ul> <p>In the event of a claim for loss or damage by a pet belonging to a hirer or tenant, the <b>Excess</b> rises to £500.</p>
Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts.	
Malicious acts or vandalism	<p>Loss or damage by any person lawfully in <b>Your Home</b> unless</p> <ul style="list-style-type: none"> <li>such person is the hirer or tenant of <b>Your Home</b> and;</li> <li><b>You</b> have checked and recorded their identity and their personal contact details and;</li> <li>prior to the <b>Incident</b>, <b>You</b> had told <b>Us</b> that <b>Your Home</b> would be hired out and <b>Your Evidence of Insurance</b> reflected this.</li> </ul> <p>In the event of a claim for loss or damage by a hirer or tenant, the <b>Excess</b> rises to £500.</p>
Falling trees, telegraph poles or lamp posts or any parts of them.	<p>The cost of removing and disposing of them other than from the immediate vicinity of the damaged <b>Home</b></p> <p>Loss or damage arising from felling, lopping or topping of trees.</p>
Breakage of fixed glass in windows, doors, fanlights, skylights or ceramic hobs or sanitary fittings in <b>Your Structure</b>	
Subsidence, heave or landslip of the land or pitch on which <b>Your Home</b> stands and for which <b>You</b> are legally responsible.	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>normal settlement or bedding down of new <b>Homes</b>;</li> <li>settlement or movement of made-up ground;</li> <li>normal settlement, shrinkage or expansion;</li> <li>the coast or a riverbank being worn away or any other form of erosion;</li> <li>demolition, structural alteration or repair;</li> <li>defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> <p>Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of <b>Your Structure</b> are destroyed or damaged at the same time and from the same cause.</p> <p>Loss or damage to swimming pools, tennis courts, central heating oil or gas tanks, hot tubs, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless <b>Your Structure</b> is damaged at the same time and from the same cause.</p> <p>Loss or damage to the <b>Home</b> where it is covered by an NHBC Certificate of Insurance</p>

What is covered	What is not covered
Accidental damage.	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>any event insured or excluded elsewhere in Section One;</li> <li>any kind of fungi, rot, woodworm, insects, vermin, damp, mould, condensation, atmospheric or climatic conditions;</li> <li>demolition, alteration or repair to <b>Your Home</b>;</li> <li>the coast or a riverbank being worn away or any other form of erosion, settlement or shrinkage;</li> <li>seepage of water into <b>Your Home</b>;</li> <li>faulty manufacture, workmanship, defective design or use of defective materials;</li> <li>sulphate reacting with any materials from which <b>Your Home</b> is built;</li> <li>deterioration or any process of cleaning, dyeing, restoration or repair;</li> <li>corrosion, wear and tear, settlement, shrinkage or any other gradually operating cause;</li> </ul> <p>Loss or damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure.</p> <p>The costs of routine maintenance or normal costs of decoration.</p> <p>Loss or damage to any hot tub.</p>

### Insurer Maximum Liability

The most **Insurers** will pay for loss or damage to **Your Home**, **Contents** or **Sports Equipment** is limited by the sums insured shown in **Your Evidence of Insurance**.

In addition to the sums insured for **Your Home**, **Insurers** will pay up to £10,000 to cover the cost of debris removal, re-siting and re-connection of **Your Structure** following an **Incident** that is insured under Section One.

For any one single article, the maximum **Insurers** will pay is £2,500 for **Contents** and £250 for **Sports Equipment**

# Section 1 – Home, Contents and Sports Equipment (Additional Cover)

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

What is covered	What is not covered
<b>B. Additional Cover</b>	
<p>1) <b><u>Emergency Travel</u></b>            In the event that <b>Your Home</b> suffers significant damage as a direct result of an insured peril covered under Section One, <b>Insurers</b> will reimburse <b>You</b> up to £500 for the cost of one return trip to <b>Your Home</b>.</p> <p>Damage would be considered significant if, in <b>Insurers</b> opinion, it rendered <b>Your Home</b> unsafe or insecure and failure to organise timely repairs was likely to result in further damage to <b>Your Home</b> or <b>Contents</b>.</p>	<p>Any costs unless <b>You</b> have incurred them and they are in respect of journeys:</p> <ul style="list-style-type: none"> <li>• to and from the <b>Structure</b> in order to organise necessary repairs or protection of <b>Your Home</b> or <b>Contents</b> following damage covered under Section One;</li> <li>• undertaken within two weeks of <b>You</b> being aware of the <b>Incident</b>;</li> <li>• costing no more than a 'Standard' fare for public transport or 45 pence per mile for other forms of transport</li> </ul>
<p>2) <b><u>Loss of keys</u></b>            In the event that the keys for <b>Your Home</b> are stolen or are accidentally lost, <b>Insurers</b> will pay up to £350 for the cost of replacing locks, including keys of the same quality, to:           <ul style="list-style-type: none"> <li>• any external doors and windows; or</li> <li>intruder alarms and safes installed in <b>Your Structure</b>.</li> </ul> </p>	Loss by theft not reported to the Police
<p>3) <b><u>Loss of Metered Water, Gas or Oil</u></b>  <b>Insurers</b> will pay up to £750 for loss of metered water, liquefied petroleum gas or oil if the loss is caused by damage to <b>Your</b> fixed domestic water or heating installation that is insured under Section One: A. Standard Cover</p>	
<p>4) <b><u>Freezer Contents</u></b>  <b>Insurers</b> will pay you up to £400 for the costs of replacing food in <b>Your</b> domestic deep freezer if it is spoilt due to:           <ul style="list-style-type: none"> <li>• The freezer unit accidentally breaking down;</li> <li>• The refrigerant escaping from the unit;</li> </ul>           The electricity or gas supply accidentally failing         </p>	<p>Any claim for loss or damage:</p> <ul style="list-style-type: none"> <li>• If caused by the deliberate act of the supply Authority other than where done so to safeguard life;</li> <li>• If <b>Your</b> freezer is over 10 years old at the date of claim;</li> <li>• Occurring when the <b>Park</b> is closed;</li> <li>• In excess of the <b>Contents</b> sum insured</li> </ul>

What is covered	What is not covered
<p>5) <b><u>Seasonal &amp; Wedding Gifts</u></b>  <b>Insurers</b> will pay for the cost of replacing <b>Your</b> seasonal or wedding gifts lost or damaged during the month of December or within 30 days of the wedding date of <b>You</b> or a member of <b>Your Family</b>. The maximum <b>Insurers</b> will pay in any policy period is £3,000 or the <b>Contents</b> sum insured if it is less than £3,000.</p> <p>Cover is extended to include loss or damage to wedding gifts from theft, fire or impact whilst in transit to and from <b>Your Home</b> and the wedding reception.</p>	<p>Any loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by an <b>Incident</b> not covered under Section One: Standard Cover</li> <li>• to gifts away from <b>Your Home</b> unless they are wedding gifts</li> </ul> <p>Theft from:</p> <ul style="list-style-type: none"> <li>• Unattended vehicles unless involving forcible and violent entry</li> </ul> <p>Unattended marquees or similar temporary or semi temporary buildings</p>
<p>6) <b><u>Computer and gaming equipment</u></b>  <b>Insurers</b> will pay up to 45% of the <b>Contents</b> sum insured in respect of theft of computers including laptops and tablets, MP3 players, gaming consoles including any ancillary equipment and any other electronic device normally carried about the person and not otherwise excluded by Section One.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• by any person lawfully in <b>Your Home</b></li> <li>• while the equipment is not contained within the <b>Home</b>;</li> <li>• while the <b>Home</b> or any part is lent, let or used for trade or business purposes, unless a person has used violent force to enter or leave the <b>Home</b></li> </ul>
<p>7) <b><u>Damage caused by the Emergency Services</u></b>  <b>Insurers</b> will pay up to £750 as a result of loss or damage to <b>Your Home</b>, <b>Contents</b> and garden following necessary access by the emergency services to deal with a medical emergency or to prevent damage to <b>Your Home</b>.</p>	<p><b>We</b> will not cover any damage caused by the Emergency Services that is not otherwise covered under this insurance policy.</p>
<p>8) <b><u>Loss of Title Deeds</u></b>  <b>Insurers</b> will pay up to £750 for the cost of replacing title deeds to <b>Your Home</b> as a result of loss or damage within <b>Your Structure</b> or in <b>Your</b> bank.</p>	
<p>9) <b><u>Conveyancing Cover</u></b>  When you have exchanged contracts to sell <b>Your Home</b>, <b>Insurers</b> will give the buyer the benefit of this insurance until the sale is completed.</p>	Any claim for loss or damage to the <b>Home</b> if the buyer is insured under any other insurance

### Basis of Settlement

If **Your** property suffers a **Total Loss**, **Insurers** will settle **Your** claim according to the basis of cover shown in **Your Evidence of Insurance**. The available bases of cover are "**Market Value**" and "**New for Old**". The full meaning of these can be found under "**Definitions**" in this policy booklet. The Index on page 1 provides the page number.

The point at which the cost to repair property becomes uneconomic is subject to many factors and this decision will be made solely at the discretion of **Insurers** as will the decision to carry out specialist repairs where appropriate or to replace parts. If **Insurers** decide **Your** property is repairable they will pay for the appropriate repairs.

**Insurers** will only pay for costs **You** have actually incurred or **We** have authorised as a result of an insured **Incident** but will not pay more than the sums insured shown in **Your Evidence of Insurance**

## Cash Settlements

All cash settlements will be limited to the cost of property of a similar type and age, less a deduction for wear, tear and/or depreciation.

### Basis of Cover, Sums Insured and Accuracy of Information

It is very important that:

- the basis of cover meets **Your** needs;
- the information **You** provide is accurate;
- the sums insured are adequate.

If **You** have any concerns about the basis of cover, the accuracy of information provided or the sums insured, please contact **Us** for help as soon as possible. **Our** contact details are shown at the beginning of this policy booklet.

### Inaccurate information or insufficient sums insured

An initial settlement calculation will presume that at the time of the **Incident**, the information **You** provided to **Us** was accurate and the sums insured were sufficient to pay for a claim following a **Total Loss**. If that assumption is wrong then the settlement offer will be adjusted according to whether or not **Insurers** would have accepted the risk in the knowledge of the correct information, as shown below.

#### 1) ***Insurers** would have accepted the risk but at a higher **Premium***

The initial settlement will be reduced by multiplying it by the **Premium** actually charged and dividing the result by the higher **Premium** that would have been charged had **Insurers** known the correct information and had applied sums insured that were sufficient to pay for a **Total Loss**. This is known as proportionate remedy.

#### 2) ***Insurers** would not have accepted the risk*

**Insurers** will not pay the claim.

### Undamaged parts of a set

**Insurers** will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or other article of a uniform nature colour or design where the remaining item or items are still usable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

For the sake of clarity, **Insurers** will not pay for the cost of replacing any undamaged panel where loss or damage occurs to another panel or to a clearly identifiable area or to a specific part of **Your Home** and replacements cannot be matched.

### Repair / Replacing Damaged Parts Only

Claims resulting from loss or damage to panels or windows will be limited to the replacement or repair of the lost or damaged panels or windows only.

### Obsolete Parts

Where new parts are needed for a repair but they are found to be obsolete or unobtainable then the claim will be limited to the last known list price of the part, together with the appropriate fitting charge.

## Section 2 – Loss of Use

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

What is covered	What is not covered
<p>If <b>Your Home</b> becomes uninhabitable, following loss or damage by an insured peril covered under Section One: Standard Cover of this Policy (provided such loss or damage is not subject to any policy exclusion), <b>Insurers</b> will:</p> <ol style="list-style-type: none"><li>1) Contribute towards the costs of:<ul style="list-style-type: none"><li>• alternative accommodation for <b>You</b>, <b>Your</b> tenants or <b>Your</b> hirer whilst the <b>Home</b> cannot be occupied</li><li>• pitch fees <b>You</b> are liable to pay for during the period the <b>Home</b> cannot be occupied</li></ul></li><li>2) and Pay for lost rental income suffered for the period the <b>Home</b> cannot be occupied.</li></ol>	<p><b>Insurers</b> will not pay for any:</p> <ul style="list-style-type: none"><li>• costs incurred without <b>Insurers</b>' prior written agreement or;</li><li>• lost rental income unless it is for a booking confirmed prior to the <b>Incident</b> and <b>Your Evidence of Insurance</b> shows that you are renting or hiring out <b>Your Home</b>.</li></ul>

### Insurers Maximum Liability

The most **Insurers** will pay **You** for any one claim is 25% of the total sum insured on **Your Home** and **Contents** stated in **Your Evidence of Insurance**

## Section 3 – Cover away from Home

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

What is covered	What is not covered
<p><b>Insurers</b> will pay up to the following amounts for accidental loss of or damage to <b>Personal Effects</b>, <b>Money</b>, pedal cycles, mobility scooters and wheelchairs in the <b>United Kingdom</b></p> <p>1) Personal Effects</p> <ul style="list-style-type: none"><li>Up to £250 for any one item; and</li><li>£2,500 in total for <b>Incidents</b> taking place during the <b>Period of Insurance</b></li></ul> <p>2) <b>Money</b> Up to £500 in total for <b>Incidents</b> taking place during the <b>Period of Insurance</b></p> <p>3) Pedal Cycles, Mobility Scooters and Wheelchairs</p> <ul style="list-style-type: none"><li>Up to £500 for any one pedal cycle, mobility scooter or wheelchair; and</li><li>£2,000 in total for <b>Incidents</b> taking place during the <b>Period of Insurance</b>.</li></ul>	<p><b>The Excess</b></p> <p>Any loss or damage that is outside the <b>United Kingdom</b> or insured under Section One</p> <p>Any loss of or damage to <b>Personal Effects</b> or <b>Money</b> not with <b>You</b> or <b>Your Family</b> at the time of the <b>Incident</b></p> <p>Any loss of <b>Money</b> that is:</p> <ul style="list-style-type: none"><li>held for business purposes;</li><li>not reported to the police within 24 hours after discovery of the loss;</li><li>arises from depreciation or loss of value or loss due to errors or omissions in receipts, payments or accountancy</li></ul> <p>Any property that does not belong to <b>You</b> or <b>Your Family</b></p> <p>Theft from motor vehicles unless at the time of the loss or damage someone aged 16 or over was in the motor vehicle; or</p> <ul style="list-style-type: none"><li>the motor vehicle was securely locked; and</li><li>force and violence were used to get into the motor vehicle; and</li><li>the items stolen were out of sight in a locked luggage boot, luggage or glove compartment.</li></ul> <p>Loss of or damage to any pedal cycle, mobility scooter or wheelchair left unattended in a public place unless <b>You</b> were with it less than 6 hours before the <b>Incident</b> and at the time of the <b>Incident</b> it was padlocked with a closed shackle padlock to an immovable object using a stout chain or wire that is designed for the purpose and any ignition key has been taken away.</p> <p>Any <b>Incident</b> taking place in <b>Your Home</b> when it is <b>Unoccupied</b>.</p>

### Insurers Maximum Liability

The maximum **Insurers** will pay under this Section are the **Sums Insured** shown in **Your Evidence of Insurance**.

## Section 4 – Public Liability

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

What is covered	What is not covered
<p>1) The legal liability of <b>You</b> and <b>Your Family</b> or <b>Your</b> legal representative for causing:</p> <ul style="list-style-type: none"> <li>i) accidental death, bodily injury or illness to a <b>Third Party</b>;</li> <li>ii) accidental damage to a <b>Third Party's</b> property;</li> </ul> <p>happening during the <b>Period of Insurance</b> and arising from the ownership or use of <b>Your Home</b>.</p> <p><b>Insurers</b> will pay:</p> <ul style="list-style-type: none"> <li>a) Damages or compensation to a <b>Third Party</b> for the injury or damage caused.</li> <li>b) A <b>Third Party's</b> legal costs incurred in claiming compensation from <b>You</b> as agreed by <b>Us</b> or awarded by a court or tribunal.</li> <li>c) <b>Your</b> legal costs for defending the claim as agreed by <b>Us</b> or awarded by a court or tribunal if incurred with <b>Our</b> prior written consent.</li> </ul>	<p>Liability arising:</p> <ul style="list-style-type: none"> <li>• from the <b>Home</b> being used for any trade or business purpose.</li> <li>• from injury to <b>You</b> or <b>Your Family</b> or an employee of <b>You</b> or <b>Your Family</b></li> <li>• from damage to property owned by or in the custody of <b>You</b> or <b>Your Family</b></li> <li>• from the ownership, use or possession of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment).</li> <li>• out of any goods or products sold or supplied (other than food and drinks supplied not in the course of trade or business)</li> <li>• from an <b>Incident</b> which occurs over seven years from the date the Policy was cancelled after <b>Your Home</b> was sold.</li> <li>• from <b>You</b> owning or possessing a proscribed animal under the Dangerous Dogs Act 1991 or similar or amending legislation or any animal other than domestic cats or dogs</li> <li>• under any agreement unless <b>You</b> would have been liable had the agreement not been made.</li> <li>• where compulsory insurance or security is required by any road traffic legislation</li> <li>• from the use of any hot tub unless: <ul style="list-style-type: none"> <li>i) at the time of the <b>Incident</b>, <b>You</b> are in attendance or</li> <li>ii) prior to the <b>Incident</b> an acceptance form has been signed by the guest confirming they have read and understood the manufacturer's operating instructions together with any additional rules imposed by <b>You</b> or the site owner.</li> </ul> </li> </ul> <p>Any fines or penalties.</p>
<p>2) Unrecovered damages.</p> <p><b>Insurers</b> will pay <b>You</b> all sums which <b>You</b> have been awarded by the Courts within the <b>United Kingdom</b> and which have not been paid to <b>You</b> within three months of the date of the award, if:</p> <ul style="list-style-type: none"> <li>i) the cover provided under this Section would have insured <b>You</b> if the award had been made against <b>You</b> rather than in <b>Your</b> favour; and</li> <li>ii) <b>You</b> do not have an appeal pending.</li> </ul>	<p>Any loss excluded under part 1 of Section Four.</p>

### Insurers Maximum Liability

The maximum amount **Insurers** will pay for any one claim or series of claims arising from one originating event is shown in **Your Evidence of Insurance** including legal costs, but this is limited to all claims in the aggregate during the **Period of Insurance** for any goods or products sold or supplied.

## Section 5 – Personal Accident

Please also see General Exclusions and General Conditions, which apply in addition to the exclusions and conditions in this Section. Refer to the Index shown on the inside front cover for the page numbers.

What is covered	What is not covered
<p><b>You or Your Family</b> suffering any of the physical injuries listed below during the <b>Period of Insurance</b> caused solely and directly by an accident whilst in <b>Your Structure</b> or working on it which within 52 weeks of the date of the accident solely and independently of any other cause results in their death or injury listed below:</p> <p>Physical Injuries</p> <ol style="list-style-type: none"><li>1) Death.</li><li>2) Permanent loss of use of one or more limbs or total loss of sight of one or both eyes.</li><li>3) Permanent total disablement, payable after the incapacity has lasted for 52 weeks.</li></ol> <p>For the purposes of this Section, disablement means the inability to engage in the usual paid occupation or an occupation with similar remuneration.</p>	<p>Anyone whose age does not fall within the bands set out for each benefit in <b>Your Evidence of Insurance</b> at the time of the accident.</p> <ul style="list-style-type: none"><li>• No benefit will be payable for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained.</li><li>• More than one benefit from this policy in connection with the same bodily injury.</li><li>• Any injury caused directly or indirectly by:<ul style="list-style-type: none"><li>○ Alcohol, narcotic or drug use unless taken as prescribed by a registered medical practitioner.</li><li>○ <b>You or Your Family</b> 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 horseback, or any winter sports other than skating.</li><li>○ Self-inflicted injury.</li></ul></li></ul>

### Insurers Maximum Liability

Insurers will pay the benefits set out in **Your Evidence of Insurance**.

# General Conditions

## 1) Making Claims

If **You** wish to make a claim, please contact the **Claims Team** on:

Telephone: 01908 302395

Claims paid by **Insurers** will be subject to the conditions set out in this policy, including the following procedures:

- a) **You** must report to the **Claims Team** in writing as soon as possible following the occurrence of any loss, damage, injury, claim, which is likely to give rise to a claim and of the institution of any proceedings being brought against **You**;
- b) **You** must provide the **Claims Team** within 30 days of discovery of the **Incident** giving rise to a claim with a completed claim form. If **You** experience difficulty in obtaining estimates, these may be provided separately;
- c) **You** must, in the event of theft or other malicious **Incident**, notify the Police of such loss as soon as possible;
- d) If a claim for liability is made against **You** or otherwise, **You** must provide the **Claims Team** as soon as possible but not later than 14 days, with full particulars in writing, and forward to the **Claims Team** any letter, claim, writ, summons or other legal documents **You** receive;
- e) **You** must not admit liability or agree to settle any claim without our prior written permission;
- f) **You** or any person claiming coverage must give all information and assistance to the **Claims Team** and unless **Your** claim results from damage to **Your Home** where the total cost of repairs is not likely to exceed £400, not negotiate, pay, settle, admit or repudiate any claim without the consent of the **Claims Team**, which would be given on behalf of **Insurers**;
- g) **You** must take all reasonable care to limit and minimize any further injury, loss or damage;
- h) No property may be abandoned and left to the **Insurers**.

In the event of damage to **Your Home** resulting in a possible claim, where the total cost of repairs is not likely to exceed £400, **You** may proceed with the repairs without reference to the **Claims Team** but **You** must submit the receipted invoice and complete a claim form for their consideration.

## *Insurers' Rights*

**Insurers** may, at their discretion, take over the defence and settlement of any claim, and at any time, in **Your** name or that of any other person entitled to coverage, seek recoveries and indemnities from other parties.

## 2) Observance of Terms

**You** and anyone acting on **Your** behalf must comply with every applicable requirement and provision of this **Policy**. To the extent that any other person (or party) is entitled a benefit from this **Policy**, **You** are to arrange for that other person (or party) to comply with every applicable requirement and provision.

If anyone who is required to comply with provisions of this **Policy** does not comply, **We** may be entitled to reject a claim or reduce the amount payable for a claim to the extent that our liability has been incurred or increased by any such failure to comply.

If **We** have paid any sums which **We** should not have been liable to pay (on account of a breach of a policy provision), **You** shall be obliged to reimburse **Us** promptly for any such amount.

However, this Condition shall not apply to the extent that it may conflict with the provisions of the Insurance Act 2015 or the Consumer Insurance (Disclosure and Representations) Act 2012.

## 3) Reasonable Precautions

You should take all reasonable precautions to protect **Your Home** and other insured items covered under this policy. **Your Home** should be maintained in a sound and habitable condition. Failure to comply with this condition could result in any claim being rejected.

## 4) Floatation Device

If **You** have a **Floatation Device**, it must be installed in accordance with the manufacturer's instructions and should be inspected regularly, particularly after any **Flood**. Do not attach anything to **Your Home**

that would stop the **Floatation Device** operating freely in the event of a **Flood** and that **You** have not stored anything under or around **Your Home** that would cause damage as the **Floatation Device** rises and falls with the level of **Flood** water.

5) Fraud

**Insurers** will not pay for any claim that is deliberately exaggerated or where **You** or anyone acting for **You** uses, or attempts to use, fraudulent means to obtain benefits under this Policy. If **You** or they do, or attempt to then all benefits under this policy shall be forfeited and **Insurers**:

- a) will cancel this policy from the date of the fraudulent act
- b) will not refund any premiums
- c) may recover from **You** any sums already paid by them in respect of such claim
- d) may inform the police and fraud prevention agencies of the circumstances.

If **you** make a fraudulent claim under this policy, **We**:

- a) will not be liable to pay the claim; and
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act; and
- d) may inform the policy and fraud prevention agencies of the circumstances.

If **We** exercise **Our** right under c) above:

- i) **We** shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the policy (such occurrence of a loss, the making of a claim, or the notification of a potential claim);
- ii) **We** need not return any of the premiums paid.

6) Total Loss

In the event **Your Home** suffers a **Total Loss** of all cover under this insurance will cease from the date of the appropriate claim settlement. Any salvage becomes the property of the **Insurers** and no refund of **Premium** for any remaining **Period of Insurance** will be payable. Any outstanding **Premium** will be deducted from **Your** claim settlement.

**Insurers** retain the right to offer terms to re-instate cover for a replacement **Home** but they are not obliged to do so.

7) Other Insurance

If any claim covered by this policy is also covered in whole or in part by any other insurance, the liability of **Insurers** shall be limited to their rateable proportion of such claim.

8) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from the Act

9) Law Applicable to the Contract

This policy will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

10) Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

# General Exclusions

Insurers will not pay for:

- 1) Any loss, damage or liability arising out of any occurrence outside of the **Territorial Limits** of this policy, and any claim for liability brought outside the jurisdiction of the courts of the **United Kingdom** except where stated to the contrary.
- 2) Any loss or damage if **Your Home** is:
  - i. being used for trade or business purposes apart from being rented out,
  - ii. being used as a permanent place of residence unless **Insurers** have agreed to this,
  - iii. not properly sited on the **Park** identified in **Your Evidence of Insurance**.
- 3) Loss of use other than provided by Section 2.
- 4) Loss or damage to any property, or any legal liability, or any cost or expense of whatever nature, directly or indirectly caused by, or contributed to, or arising from:
  - i. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - iii. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and riot and civil commotion in the Republic of Ireland and Northern Ireland.
  - iv. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 5) liability, death, injury, loss, damage or destruction or any cost or expense of whatsoever nature in respect of the **Territorial Limits** under this policy directly or indirectly caused by, resulting from, or in connection with:
  - (a) any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism,
  - (b) any action taken in controlling, preventing, suppressing any act of Terrorism, or in any other way related to such act of Terrorism

For the purpose of this exclusion, **Terrorism** means:

The use or threat of action, both in or outside the United Kingdom, designed to influence the government or an international governmental organisation or to intimidate the public or a section of the public, and the use or threat is made for the purpose of advancing a political, religious, racial or ideological cause. The use or threat of action includes, but not limited to:

- (a) serious violence against a person or serious damage to property;
- (b) endangering a person's life (other than that of the person committing the action);
- (c) creating a serious risk to the health or safety of the public or a section of the public;
- (d) action designed to seriously interfere with or seriously to disrupt an electronic system.

Terrorism also means terrorism in accordance with the definition of terrorism in the Terrorism Act 2000.

- 6) Loss or damage to any property, or any cost or expense of whatever nature directly or indirectly resulting or arising from biological, chemical, and/or nuclear pollution or contamination due to or arising from any act of Terrorism, and/or any steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **Terrorism**.
- 7) Loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

- 8) Loss of value following any loss, destruction or damage or a claim payment.
- 9) Loss or damage or legal liability directly or indirectly arising from the **Home** being loaned, leased or hired to any other person other than **Your Family** unless agreed by **Us** in writing.
- 10) Any loss or damage which does not happen within the **Period of Insurance**.
- 11) Loss or damage caused deliberately by **You**.
- 12) Loss, damage or injury arising from the failure to install, maintain, service or treat the water of a hot tub in accordance with the manufacturer's recommendations.
- 13) Loss, damage or injury arising from the use or ownership of a log burner or wood burning stove at **Your Home**.
- 14) • **Cyber Loss**;
  - loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;regardless of any other cause or event contributing concurrently or in any other sequence thereto.  
If any portion of this Exclusion is found to be invalid or unenforceable, the remainder of it shall remain in full force and effect. If this Exclusion conflicts with any other provision in this policy this Exclusion shall be the provision that applies.
- 15) loss, damage, claim, liability (whether actual or alleged), any cost or expense of any type or any other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.  
For the avoidance of doubt, the loss, cost, damage, liability, expense or any other amount that is excluded here includes any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease** or any property that is affected by a **Communicable Disease**.  
This exclusion applies to all sections, all covers and all parts of this policy. Nothing else in this Policy will override this exclusion.
- 16) **We** shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.
- 17) any claim in respect of loss or damage or destruction to property caused by faulty or defective design or materials, inherent vice, latent defects, frost, faulty or defective workmanship, operational error or omission, lack of maintenance, vermin, insects, rot, woodworm, damp, condensation, mildew, fungus, mould, corrosion, rust, shrinkage, evaporation, depreciation, wear and tear, normal deterioration, any process of cleaning or repair or restoration or alteration, scratching, marring, denting, atmospheric or climatic conditions, the action of light or any gradually operating cause.

(General exclusion 17 is not applicable to section 4 – public liability & section 5 – personal accident)

# Our complaints procedure

## Our commitment to You

We strive to provide an excellent service to all **Our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **You** have a question about this insurance or complaint about **Your** broker, **You** should contact **Your** broker.

If You wish to make a complaint, You can do so at any time by contacting Us at:

Gemma Stanley  
Managing Director  
First Underwriting Ltd  
The Gherkin  
30 St Mary Axe  
London  
EC3A 8EP

If **We** cannot resolve **Your** complaint straightaway, **We** will aim to resolve **Your** concerns as soon as possible and **We** will keep **You** informed of progress while **Our** enquiries are continuing.

If **Your** complaint involves the services of the **insurer**, **You** may complain to them directly, and **We** will provide the contact details for **You**.

## The Financial Ombudsman Service (FOS)

If **We** are unable to resolve **Your** complaint to **Your** satisfaction or if **You** remain dissatisfied following receipt of **Our** final response letter, **You** may have the right to refer Your complaint to the FOS. **You** must contact the FOS within six months of **Our** final response.

The FOS contact details are as follows:

Address: Financial Ombudsman Service Exchange Tower, London E14 9SR  
Telephone: 0800 023 4567 for people phoning from a "fixed line" (for example a landline at home)  
or  
0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and **You** are entitled to contact the FOS at any stage of **Your** complaint.

If **You** are unsure whether the FOS will consider **Your** complaint or **You** require more information, please contact the FOS directly, or visit [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

## Office of the Arbiter for Financial Services

If **You** are not satisfied with **Our** final response or where **We** have not responded within fifteen (15) working days, **You** may have the right to refer **Your** complaint to:

Office of the Arbiter for Financial Services, 1<sup>st</sup> Floor, St Calcedonius Square, Floriana, FRN 1530, Malta, telephone (+356) 212 49245. **You** will have to pay EUR 25.00 at the time of making **Your** complaint to the Arbiter to use this service.

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The term "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

## The Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme ("FSCS"), which means that **You** may be entitled to compensation if **We** are unable to meet **Our** obligations to **You**. The level and extent of compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website [www.fscs.org.uk](http://www.fscs.org.uk), or by contacting them directly on 0800 678 1100, or you can write to them at PO Box 300, Mitcheldean, GL17 1DY.

# How we use personal information

## Your personal information notice

### Data Protection

First Underwriting Limited is the data controller and processor in respect of **Your** personal data. This means that **We** decide how **Your** personal data is processed and for what purposes.

**We** comply with **Our** obligations under the General Data Protection Regulations ("GDPR") by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

### Use of Personal Information

**We** use personal information for the following purposes:-

- To assess **Your** request for insurance, provide a quotation and administer **Your** policy;
- To undertake the performance of a contract of insurance to which **You** are a party;
- To administer **Your** claims and third party claims;
- To prevent fraud and financial crime;
- statistical analysis and management information;
- audits, system integrity checking and risk management;
- To send marketing information about **Our** products and services if **We** have received specific consent.

There is no obligation to provide **Us** with personal information, but if **You** do not, **We** may not be able to provide products or services or administer claims.

### Profiling and Automated Decision Making

**We** may use automated decision making, which includes profiling in **Our** assessment of insurance risks and for the administration of policies. This is used to help **Us** decide whether to offer insurance, determine prices and validate claims.

### Collection of Personal Information

**We** collect the following types of personal information to allow **Us** to complete the activities described under 'use of personal information' above:-

- Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title;
- Financial details such as bank account or credit card information;
- Identification details such as a passport number or national insurance number;
- Background insurance checks including previous policy information and claims history;
- Special categories of data including criminal convictions.

### Where we collect Personal Information From

**We** may collect information about **You** from the following sources:-

- **You** or **Your** family members;
- **Your** representatives;
- Information **You** have made public (such as via social media);
- Credit reference or fraud prevention agencies;
- Emergency services, law enforcement agencies, medical and legal practices;
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Claims and Underwriting Exchange (CUE);
- In the event of a claim, insurance investigators, claims service providers, claimants or witnesses;
- Other service providers or provider services for **Our** products.

### Sharing of Personal Information

**We** may need to share **Your** personal information with other recipients which could include:-

- Approved service providers or suppliers or other group companies that provide support services;

- Fraud prevention or credit reference agencies or other agencies that carry out work on **Our** behalf such as the Insurance Fraud Bureau (IFB);
- Other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman Services or the Claims and Underwriting Exchange (CUE);
- Purchasers of the whole or part of **Our** business.

#### **Retention of Personal Information**

**We** keep personal information only for as long as is necessary to administer the policy or manage **Our** business or as required for legal or regulatory purposes.

#### **Use and Sharing of Special Categories of Personal Information**

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. **We** may need to collect and process this information for the purposes of evaluating the risk and/or administering **Your** policy or a claim. **You** or any person covered under this policy must provide explicit verbal or written confirmation to such information being processed by **Us**.

**We** will only share this information in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a claim.

#### **Your Rights**

**You** have the right regarding any personal information that **We** hold to:-

- Restrict or object to **Us** processing it and **We** will agree to either stop processing or explain why **We** are not able to;
- Access the personal information **We** hold about **You** subject to certain restrictions;
- Ask **Us** to update any data that is incomplete or correct any inaccurate information;
- Ask **Us** to delete the information from **Our** records if it is no longer needed for the original purpose;
- Ask **Us** for an electronic copy so it can be used for **Your** own purposes;
- Ask **Us** to stop processing the information if the processing is based solely on individual consent;
- Find out about any automated decisions **We** make that affect **Your** insurance premiums.

If **You** have any questions about how **We** use personal information or if **You** wish to exercise any of **Your** rights or to complain if **You** feel that **Your** personal information has been mishandled, **You** can contact **Our** Data Protection Officer as follows:-

[dataprotection@firstuw.com](mailto:dataprotection@firstuw.com)

**You** also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at [www.ico.org.uk](http://www.ico.org.uk)

# Key information about fraud prevention and detection

In order to prevent and detect fraud, **We** may at any time:

- share information about **You** with other organisations including law enforcement agencies and public bodies;
- conduct searches using publicly available databases;
- undertake credit searches;
- check and share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified or **We** suspect fraud, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations, including those from other countries may also access and use this information to prevent fraud and money laundering for example when:

- checking details on applications for credit and credit related to other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

**You** can contact **Us** if **you** want to receive details of the relevant databases, registers and fraud prevention agencies that **We** use.

## Claims history

When **You** tell **Us** about an incident or claim **We** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), or another relevant database.

**We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the policy or claim. This helps to check information provided and prevent fraudulent claims.

# Endorsement Library

The following endorsements are only applicable to **You** if they are shown in the 'Endorsements' section on **Your Evidence of Insurance**.

## SO001 - Roof and Wiring Endorsement

If the **Structure of Your Home** is more than 20 years old, any loss, damage or injury arising from:

1. electrical wiring is not covered unless:
  - o it is still under guarantee, or
  - o Such wiring has been inspected and passed by a qualified electrician who has issued an electrical certificate no more than 20 years prior to the **Incident**.
  
2. storm, weight of snow or ingress of water through the roof is not covered unless the roof:
  - o is still under guarantee, or
  - o has been inspected and passed by a qualified contractor and all recommendations have been carried out no more than 5 years prior to the **Incident**.

## SO003 - Floatation Device Endorsement

Notwithstanding anything contained to the contrary in **Your** policy, loss or damage resulting from **Flood** is excluded unless, at the time of the **Incident**, the property damaged by **Flood** was protected by an approved **Floatation Device** that has been fitted, maintained and operated in accordance with the manufacturer's instructions. In addition, all the following statements must be true:

- o **You** have taken care to ensure that the rise and descent of the **Floatation Device** will not be hindered by any form of obstruction, tethering or overloading. In checking this point **You** have confirmed that:
  1. Additions such as balconies, decking, steps, skirting or similar have not been attached to the **Floatation Device** or to the property being protected by the **Floatation Device**
  2. Electricity cables, aerial cables or other service ducts are long enough to cater for the rise of **Floatation Device** or have been designed to disengage quickly when the **Floatation Device** rises
  3. There is nothing stored under the **Floatation Device**
  4. **You** have not overloaded **Your** **Floatation Device** beyond the maximum weight it is designed to support so that it is no longer able to lift and keep **Your** property safely above the surface of any floodwaters.
  5. **You** know of no reason why the **Floatation Device** will not operate freely in accordance with its designed function of keeping **Your** property safely above the surface of any floodwaters.
- o The **Floatation Device** is inspected by the manufacturer or an inspector approved by the manufacturer both annually and no more than 1 month after any incident of **Flood** that results in the **Floatation Device** operating.
- o Any recommendations made following an inspection are implemented within 2 months.
- o The block polystyrene must be in good condition.
- o All moving parts must be unhindered to ensure free movement.
- o There is no sign of rust or deterioration of the fabric of the **Floatation Device** that would materially weaken it or reduce its efficiency.

The approved **Floatation Devices** are:

- i. "Floodsaver" manufactured by Float Tec Limited
- ii. "Piston" or "Cantilever" devices manufactured by Marche Industries
- iii. Any other device **We** agree to accept in writing prior to any loss

## **Your Excess**

The **Excess** is increased to £500 for loss or damage arising from **Flood**. The **Excess** for all other losses is unchanged.

## Endorsement Library (Continued)

### **SO004 - Flood and Wind Driven Water Exclusion**

**Insurers** will not pay any claims for losses caused by, resulting from, contributed to, or aggravated by any of the following: **Flood**, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not.

### **SO005 - Sited Above Flood Level Endorsement**

Loss or damage caused by **Flood** is not covered unless, at the time of the Incident, the property damaged by **Flood** was at least 1 metre above ground level.