

## POLICY WORDING

Please read carefully and retain



## Property Insurance for Static Homes in the United Kingdom and Overseas

# Welcome to Intasure Property Insurance

Designed specifically for Static Homes in the United Kingdom and Overseas



Please read this policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please contact Intasure through whom this policy was arranged as soon as possible.

## Introduction

This policy is underwritten by the insurers and arranged through Intasure in accordance with the authority granted under the Agreement Number(s) stated in the schedule of insurance.

This insurance relates ONLY to those sections which are shown in the schedule of insurance as being included.

You must take all reasonable steps to prevent loss or damage and keep your unit in a good state of repair.

This policy document should be read together with your schedule of insurance and any endorsements. Please keep this policy in a safe place - you may need to refer to it if you have to make a claim.

Your premium has been based upon the information shown in the schedule of insurance and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Various words and phrases have a standard meaning within this contract of insurance and such meanings are defined in the section headed Definitions.

The headings are for ease of reference only and are not to be construed as part of the policy wording.

We will, in consideration of the of the payment of the premium, insure you, subject to the terms and conditions of this policy, against the events set out herein during the period of insurance or any subsequent period for which we agree to accept payment of premium.

## Regulatory Information

The insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.

For and on behalf of Intasure®

**Intasure**  
AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX

**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: +44 (0)345 111 0672** (24 hours)

**IDENTITY THEFT HELPLINE: +44 (0)344 770 1040** Monday - Friday 9am -5pm

**FAMILY LEGAL PROTECTION ADVICE HELPLINE: +44 (0)344 770 1040** (24 hours)

**FAMILY LEGAL PROTECTION CLAIMS: +44 (0)344 770 9000**

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## Customer Service

Our objective is to give an excellent service to all **our** customers and to deal with any claim helpfully, promptly and fairly. **You** can help **us** to achieve this objective by:

- reading this policy wording together with **your schedule of insurance** without delay and
- contacting **us** immediately if **you** have any questions and
- keeping **your** documents in a safe place and
- letting **us** know if **you** change address or replace **your unit** and
- telling **us** if the sums insured are not up to date as they represent the maximum **insurers** will pay.

### Information You Have Given Us

In deciding to accept this insurance 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 insurance 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** insurance and any claim. For example **we** may:

- treat this insurance 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; or
- 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; or
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section below.

**We** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

If **you** fail to notify us that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

### Notifying Us Of Any Changes

**You** must take all reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, or renew **your** policy.

Please tell **us** within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance.

Please contact **us** if **you** require a copy of **your** Statement of Fact or **your** Schedule of insurance.

**You** must also tell **us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the **unit**. **You** do not need to tell **us** about internal alterations to the **unit**.
- if someone other than **your family** is going to live in the **unit**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule of insurance**.
- of any change to the use of the **unit**, e.g. if the **unit** is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the **unit** e.g. if the **unit** is to stop being **your permanent residence** or is to be **Unoccupied** for any continuous period exceeding 180 days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy, e.g. whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised **premium** being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

### Important Notice:

Please note that if the information provided by **you** is not complete and accurate **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the **premium** and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

### Cancelling This Insurance and Cooling-Off Period

(a) **Your right to cancel through the cooling off period:**

**You** have a right to cancel **your** policy during a period of 30 days from the day of the purchase of the contract or the day on which **you** receive **your** policy documentation, whichever is the later. There may be a cancellation charge should the

## Customer Service

policy have been in force.

A full refund of any **premium** paid will be made where **you** cancel this policy during the cooling off period.

(b) **Your right to cancel after the cooling off period:**

**You** are entitled to cancel this policy after the cooling off period by notifying **us** through Intasure.

Any return **premium** due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim or notified a circumstance in which case the full annual **premium** is due.

(c) **Our right to cancel:**

**We** are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the **premium**; or
- (ii) a change in risk which means we can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation we request, such as details of a claim or circumstance;

by giving **you** thirty days' notice in writing. Any return of **premium** due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim or notified a circumstance in which case the full annual **premium** is due.

### Law and Jurisdiction Applicable to this Contract

**Your** policy will be governed by and construed in accordance with English Law, and subject to the exclusive jurisdiction of the Courts of England. The language of the policy and all communications with **you** will be in English.

### How to Make a Claim

**You** must comply with the following conditions. If **you** fail to do so, we may not pay **your** claim, or any payment could be reduced.

1. **You** must notify Intasure as soon as possible giving full details of what has happened.
2. **You** must provide Intasure with any other information **we** may require.
3. **You** must forward to Intasure as soon as possible, but no later than fourteen (14) days, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **You** must inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil

commotion, theft, attempted theft or lost property.

5. **You** must not admit liability or offer or agree to settle any claim without our written permission.

**You** must take all reasonable care to limit any loss, damage or injury.

6. **You** must provide **us** with reasonable evidence of value or age (or both) for all items with a value of more than GBP 1,000 involved in a claim.
7. **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless we agree with **you** in writing in advance to do so.
8. In the event of damage to your unit resulting in a possible claim, where the total cost of repairs is not likely to exceed GBP 400, you may proceed with the repairs without reference to us. However, by doing so **you** are doing it at **your** own risk, but you must submit the receipted invoice and complete a claim form for our consideration. Please remember there is a duty on **you** to take reasonable care and that if **you** avoid unnecessary claims this helps **us** to retain highly competitive **premiums**.

Details of how **we** will deal with **your** claim can be found at the end of each section of cover.

### Defence of claims

**We** may, at our discretion:

- \* take full responsibility for conducting, defending or settling any claim in **your** name; and
- \* take any action we consider necessary to enforce **your** rights or our rights under this insurance.

### Fraudulent claims

1. If **you** make a fraudulent claim under this insurance, **we**:
  - (a) are not 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 this insurance as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause 1. (c) above:
  - (a) **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 this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

## Customer Service

(b) **We** need not return any of the **premiums** paid.

### Your Responsibilities

**You** must take all reasonable steps to prevent loss or damage and keep **your unit** in a good state of repair.

### Complaints Procedure

**We** do recognise that on occasion things can go wrong and, if **you** are unhappy with **our** service, please let **us** know. The Complaints Procedure along with all appropriate contact details are set out below.

If at any time **you** have a complaint about the insurance or services that **we** provide for **you**, then **you** should contact:

The Managing Director

Intasure

AMP House

Dingwall Road

Croydon, Surrey

CR0 2LX

United Kingdom

Tel: +44 (0)345 111 0670

**We** take all complaints we receive seriously and will handle any complaint promptly and fairly. If **you** make a complaint, **we** will acknowledge it promptly, explain how **we** will handle **your** complaint, tell **you** what **you** need to do, and how **your** complaint is progressing.

Full details of **our** complaints procedure are available on request.

**We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

In the event that **you** remain dissatisfied with **our** response then **you** may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If **we** are unable to resolve the complaint to **your** satisfaction then **you** may refer it to the Financial Ombudsman Service provided that it falls within their jurisdiction. The Financial Ombudsman Service can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at the address shown below.

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

If **you** are not happy with the outcome of **your** complaint **you** may be eligible to refer **your** complaint to:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567 (if calling from landline) or  
0300 123 9 123 (if calling from a mobile)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Compensation

#### Financial Services Compensation Scheme (FSCS)

**Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if insurers cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information about compensation scheme arrangements is available from the FSCS on their website at [www.fscs.org.uk/](http://www.fscs.org.uk/) or by telephone on 020 7892 7300.

### Data Protection

Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the Data Protection Act 1998. For the purposes of providing this insurance and the handling of any claims or complaints, **we** may need to transfer certain information which **you** have provided to other parties.

### Sanctions

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Contract (Rights of Third Parties) Act 1999 Clarification

A person who is not a 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 that Act.

### Several Liability

**PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY**

The liability of an **Insurer** under this contract is several and not joint with other **insurers** party to this contract. An **Insurer** is liable only for the proportion of liability it has underwritten. An **Insurer**

## Customer Service

is not jointly liable for the proportion of liability underwritten by any other **Insurer**; Nor is an **Insurer** otherwise responsible for any liability of any other **Insurer** that may underwrite this contract.

The proportion of liability under this contract underwritten by an **Insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion; Nor is any member otherwise responsible for any liability of any other **Insurer** that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

## Definitions

The definitions of certain words, shown below in alphabetical order, have specific meanings whenever they appear in bold in this policy.

### Average

If the sum(s) insured immediately prior to the **incident** does not represent the full cost of replacement **insurers** will only pay the same proportion of the loss or damage as the sum insured bears to the full cost of replacement.

### Contents

Household goods, personal possessions and clothing in the **unit** which belongs to **you**, or **your family**, or for which **you** are legally responsible.

**Contents** do 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, watersports clothing and equipment, fishing tackle, golfing equipment, bicycles, pets and livestock, landlords' fixtures and fittings, securities, certificates, **money**, stamps, credit cards, cheques and documents of any kind.

### Excess

The **excess** is the first amount of any one claim (for each separate **incident**) that **you** pay. **your excess** is set out in **your schedule of insurance**.

### Family

**Your** spouse or partner and children, including foster children who permanently reside with **you**.

### Floation Device

A device designed to keep **your unit** afloat and unharmed, above flood waters.

### Heave

Upward and/or lateral movement of the **site** on which **your unit** stands caused by swelling of the ground.

### In Writing

Any reference to **in writing** in the policy wording includes any written information provided to **you**. This can include any of the following:

- **Schedule**
- Statement of Fact
- Endorsements
- Any other policy documentation
- Individual "stand-alone" letters.

### Incident

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

### Insurers

The Underwriters who are **your insurers** as set out in the **schedule of insurance**.

### Landslip

Downward movement of sloping ground.

### Market Value

The cost at the date the **incident** occurred, of a used replacement of the lost or damaged item of the same age and condition after taking into account wear, tear and depreciation.

In the case of **your unit**, the cost will also include debris removal, delivery charges, charges made by the **site** owner and re-siting costs.

The maximum amount **insurers** will pay is limited to the sum insured shown in the **schedule of insurance**.

### Money

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

### New for Old

The cost of a new replacement of the lost or damaged item, or the nearest equivalent. In the case of **your unit**, the cost will also include debris removal, delivery charges, charges made by the **site** owner and re-siting costs.

The maximum amount **insurers** will pay is limited to the sum insured shown in **your schedule of insurance**. All cash settlements will be on a **market value** basis only.

### Our / Us / We

The **Insurers** stated in the **schedule** and Intasure as administrators of the policy.

### Period of Insurance

The length of time, shown on **your schedule of insurance**, during which cover applies.

### Permanent Residence

A home where **you** live permanently without any restrictions that prohibit **you** from sleeping there overnight at any time during the year. If the **unit** is on a holiday park that closes and **you** are not allowed to stay there during the closed season, then the **unit** does not fall under the definition of a **permanent residence**.

### Premium

The payment **you** make in return for **insurers** giving **you** insurance.

### Schedule of Insurance

The document providing evidence of **your** contract of insurance with the **insurers** and identifying 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.

### Site

The park or location where **your unit** is located as shown in **your schedule of insurance**.

### Sports Equipment

Fishing rods, wet suits, surf boards, golf clubs and inflatable dinghies up to 14 feet or 427 cm in length kept at **your unit** which belongs to **you**, or **your family**, or for which **you** are legally responsible.

### Subsidence

Downward movement of the **site** on which **your unit** stands by a cause other than the weight of the **unit** itself.



## Definitions

### **Third Party**

Any person other than **you**, a member of **your family** or an employee of **you** or **your family**.

### **Unit**

Caravan. Chalet or Lodge (including standard fixtures, fittings and equipment supplied by the manufacturer/builder when new), **floatation device**, ancillary domestic outbuildings, fixed storage chests, steps, balconies, patios, skirting and associated fences and gates, which belong to **you** or for which **you** are responsible, as stated in the **schedule of insurance**.

### **United Kingdom**

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

### **You/Your**

The name of the person appearing in the **schedule of insurance** as the insured.

## Section 1 - Standard Cover

Please read *Your Evidence of Insurance* together with this policy.

### What is covered

Loss or damage to **your unit** (including the resulting cost of debris removal and re-siting of a replacement **unit**), **contents** and **sports equipment** during the **period of insurance** caused by the following perils:

1. Fire, smoke, explosion, lightning, thunderbolt, earthquake, riot, civil commotion, strikes, labour disturbances, aircraft and other aerial devices or anything dropped or falling from them.

2. Storm or Flood.

### What is not covered

The **excess** applicable to the peril as set out in **your Schedule of Insurance**.

Depreciation, deterioration, manufacturing defects, general wear and tear, damage by pets, moth, vermin, rot, frost, water leakage or any gradually operating process such as rust or damp.

Mechanical, electronic or electrical breakdown, failure or damage. Any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument.

Any claim arising out of the cessation of any business for any reason including liquidation, insolvency or bankruptcy.

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 also not pay for the cost of replacing any undamaged panel where the loss or damage occurs to another panel or to a clearly identifiable area or to a specific part of **your unit** and replacements cannot be matched.

Loss or damage to **sports equipment** that:

- was suffered whilst they were in use at the time of the **incident**
- exceed £250 for any single article

Any loss or damage to inflatable dinghies that are more than 14 feet or 427 cm in length.

Additional exclusions specifically for **your contents**.

Any single item valued at more than £500 unless specifically identified on **your schedule of insurance**.

The first £1,000 (or 10% of the claim amount; whichever is the greater, up to a maximum of £5,000) of any claim caused by earthquake.

Loss or damage by frost.

Loss or damage arising from seepage of water into **your unit** through seams or seals unless as a result of rising flood water.

Loss or damage by weight of snow.

Loss or damage suffered if a storm causes **your unit** to fall over or become dislodged unless it is securely:

- a) storm anchored at all four corners of the chassis or

## Section 1 - Standard Cover

Please read *Your Evidence of Insurance together with this policy. Unit, Contents and Sports Equipment.*

### What is covered

### What is not covered

	<p>b) attached to a <b>floatation device</b> approved by <b>us</b> and fitted in accordance with the manufacturer's instructions so that it can float freely above the water in the event of flood.</p> <p>Loss or damage to fences and gates unless <b>your</b> Caravan, Chalet, Lodge or <b>unit</b> is damaged at the same time from the same cause.</p> <p>Additional exclusions specifically for <b>your contents</b>.</p> <p>Property left in the open unless it is garden furniture and <b>you</b> have been in <b>your unit</b> within 48 hours of the <b>incident</b> or <b>we</b> have previously agreed <b>in writing</b>.</p>
<p>3. Theft or attempted theft.</p>	<p>Loss or damage by any person lawfully in <b>your unit</b>.</p> <p>Additional exclusions specifically for <b>your unit</b>.</p> <p>Loss or damage by theft to any touring caravan used and insured as a <b>unit</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>Additional exclusions specifically for <b>your contents</b> and <b>sports equipment</b>.</p> <p>Loss or damage if <b>your unit</b> is unattended and unlocked.</p> <p>Loss or damage by the hirer or tenant.</p> <p>Loss or damage while <b>your unit</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 <b>your unit</b>.</p> <p>Property left in the open apart from inflatable dinghies up to 14 feet or 427 cm in length or garden furniture where such items are padlocked to an immovable object.</p>
<p>4. Escape of water or oil from any fixed domestic water or heating installation. or Water freezing in any fixed domestic water or heating installation.</p>	<p>Loss or damage if <b>your unit</b> is not lived in by <b>you</b> or any other person authorised by <b>you</b>, for more than 2 consecutive days 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>Loss or damage to the installation itself unless the damage is caused by water freezing.</p>
<p>5. Impact or damage by any vehicle or animal.</p>	<p>Any loss arising from damage caused by pets, moth or vermin.</p>

## Section 1 - Standard Cover

Please read *Your Evidence of Insurance together with this policy. Static Home, Contents and Sports Equipment.*

### What is covered

6. Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts.

7. Malicious acts or vandalism.

8. Falling trees, telegraph poles or lamp posts or any parts of them.

9. **Subsidence, heave or landslip** of the land or pitch on which **your unit** stands and for which **you** are legally responsible.

For **your contents**, **you** do not have to show **you** are legally responsible for the land or pitch on which **your unit** stands.

10. Accidental damage

**Insurers** will pay for claims arising from accidental loss or damage under either the Basic cover or (if **you** have bought it) the Enhanced cover below but not under both in respect of the same **incident**:

#### Basic Cover

Accidental breakage of fixed glass in windows, doors, fanlights and skylights of **your unit**.

Accidental damage to sanitary fixtures or ceramic hobs in fixed appliances in **your unit**.

### What is not covered

Loss or damage arising from erection, dismantling, repair or maintenance.

Additional exclusions specifically for **your contents**.

Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts is not covered under **your contents** sum insured.

Loss or damage by any person lawfully in **your unit**.

The cost of removing them other than from the immediate vicinity of the damaged **unit** and disposing of them.

Loss or damage to fences and gates unless **your** Caravan, Chalet, Lodge or **unit** is damaged at the same time.

Loss or damage arising from felling, lopping or topping of trees.

Loss or damage caused by:

- the normal settlement or bedding down of new **Units**
- the settlement or movement of made-up ground;
- normal settlement, shrinkage or expansion;
- demolition, structural alteration or repair;
- defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations;
- the coast or a riverbank being worn away or any other form of erosion, settlement or shrinkage.

Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls or **your** Caravan, Chalet, Lodge or **unit** are destroyed or damaged at the same time and from the same cause.

Loss or damage to swimming pools, tennis courts, central heating oil or gas tanks, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless **your** Caravan, Chalet, Lodge or **unit** is damaged at the same time and from the same cause.

Loss or damage to the **unit** if it is covered by an NHBC Certificate of insurance.

**Insurers** will not pay for any loss or damage caused by:

- any other event in Section One or anything excluded under Section One;
- demolition, alteration or repair to **your unit**;
- seepage of water into **your unit** through seams or seals unless as a result of rising flood water;
- faulty manufacture, workmanship, defective design or use of defective materials;
- sulphate reacting with any materials from which **your unit** is built;
- deterioration or any process of cleaning, dyeing, restoration or repair;

## Section 1 - Standard Cover

Please read *Your Evidence of Insurance together with this policy. Static Home, Contents and Sports Equipment.*

### What is covered

Accidental damage to underground service pipes and cables for which **you** are responsible.

#### Enhanced Cover

(only included if **you** have chosen to buy this extension and have paid a **premium** for it).

**Insurers** agree to pay claims for accidental damage to **your unit** and **contents**.

### What is not covered

- any claim made under both the Basic and Enhanced cover for the same **incident**;
- any claim under the Enhanced cover for loss or damage occurring when the **unit** or any part of it is lent, let or sub-let;
- the costs of routine maintenance or normal costs of decoration;
- loss or damage to mobile phones, portable satellite navigation device, laptop computers, video cameras and camcorders, contact or corneal lenses, hearing aids, musical instruments, **sports equipment** as defined and other equipment used for sport or vehicles, pedal cycles, wheelchairs, **money** and credit cards, deeds, securities and documents, guns or firearms, living creatures or clothes;
- loss or damage to property more specifically insured either elsewhere in this policy or on any other policy of insurance.

#### 11. Loss of keys

In the event that the keys for **your unit** are stolen or are accidentally lost, **insurers** will pay **you** the cost of replacing locks, including keys of the same quality, to:

- any external doors and windows; Or
- intruder alarms and safes installed in **your unit**.

The most **insurers** will pay **you** for any one claim is set out in **your schedule of insurance**.

Loss by theft not reported to the Police.

Claims are limited to £250 in respect of any one occasion.

#### Sums Insured

The most **insurers** will pay for losses or damage to **your holiday home, contents** or **sports equipment** are the sums insured shown in **your Evidence of Insurance**.

The most **insurers** will pay for household linen and clothing will be calculated on a **market value** basis and will not exceed the **contents** sum insured.

Please also see the General Exclusions, which are in addition to the exclusions in Section One.

## Basis of Settlement for Sections One

**You** should ensure that the basis of **your** cover is appropriate for **your** needs and that **your** sums insured are adequate as **insurers** will not pay more than **your** sums insured. In deciding on the appropriate sum insured for **your unit you** should take account of additional costs such as debris removal, delivery charges, charges made by the **site** owner and re-siting costs. The **site** owner may be able to provide some assistance by letting **you** know what these costs could be.

Initially, **insurers** will consider claims for household linen and clothing on a **market value** basis and all other claims on the basis of cover shown in **your schedule of insurance**. Any settlement is on condition that **your** sums insured are adequate and **you** actually incur the cost of repair or replacement.

If **your unit** was for sale at the time of the **incident**, **insurers** will consider **your** claim on a **market value** basis.

If **your** sums insured are too low **insurers** will offer settlement on a different basis, in accordance with the following table:

Basis of settlement initially considered by <b>insurers</b>	Basis of settlement <b>insurers</b> will offer if <b>your</b> sum insured is too low
<b>New for Old</b>	<b>Market Value</b>
<b>Market Value</b>	<b>Insurers</b> will apply <b>Average</b>

All cash settlements are offered entirely at **insurers'** discretion and will be made on a **market value** basis.

### Obsolete Parts

In respect of parts required for repair that are no longer manufactured **insurers'** liability is limited to the manufacturer's last list price for those items.

### Automatic Reinstatement of sum insured

The sum(s) insured by this Section shall not be reduced by the amount of any claim providing **you** agree to carry out any reasonable recommendations put forward by **us** to prevent further loss and shall pay any additional **premium** required up to the renewal date.

### How we deal with your claim - Unit

1. **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your unit** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:

- The cost of the work had it been completed by **our** nominated contractor; or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your unit** due to the damage;
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

2. Where an excess applies, this will be taken off the amount of **your** claim.

3. If **your unit** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your unit** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your unit** and **we** will, where appropriate, take off an amount for wear and tear.

4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your unit** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your schedule**.

5. **We** will not pay the cost of replacing or repairing any undamaged parts of the **unit** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

All **unit** repairs carried out by **our** preferred suppliers and insured under the Standard Cover section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

## How we deal with your claim - Contents

If **you** claim for loss or damage to the contents, **we** will repair, replace or pay for any article covered under the Standard Cover Section.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to:

- Clothes;
- Camping equipment;
- Household linen;

where **we** will take an amount off for wear and tear.

**We** will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

## Section 2 - Loss of Use

### What is covered

If **your unit** becomes uninhabitable, following loss or damage by an insured peril covered under Section One of this Policy, **insurers** will contribute towards the reasonable costs of:

1. alternative accommodation whilst the **unit** cannot be occupied.
2. pitch fees **you** are liable to pay for the period the **unit** cannot be occupied.

### Limit under Section Two

The most **insurers** will pay **you** for any one claim is 10% of the total sum insured on **your unit** stated in the **schedule of insurance**.

### What is not covered

**Insurers** will not pay any for any costs incurred without their prior written agreement.

Please also see the General Exclusions, which are in addition to the exclusions in Section Two.



## Section 3 - Liability to the Public excluding Spain, France & Portugal\*

Your Schedule tells You if this Section is in force.

### What is covered

1. The legal liability of **you** and **your family** or **your** legal representative for causing:
  - i) accidental death, bodily injury or illness to a **third party** or
  - ii) accidental damage to a **third party's** property;

happening during the **period of insurance** and arising from the ownership or use of **your unit**.

**Insurers** will pay:

  - a) Damages or compensation to a **third party** for the injury or damage caused.
  - b) A **third party's** legal costs incurred in claiming compensation from **you** as agreed by **us** or awarded by a court or tribunal.
  - c) **Your** legal costs for defending the claim as agreed by **us** or awarded by a court or tribunal if incurred with **our** prior written consent.

**You** may request that cover under this Section be extended to any name person using the **unit** with **your** permission. If **we** agree **in writing** to this request, cover will be extended and the named person must observe, fulfil and be subject to the terms of this Policy in so far as they can apply.

2. Unrecovered damages

**Insurers** will pay **you** all sums which **you** have been awarded in Courts of **United Kingdom** jurisdiction and which have not been paid to **you** within 3 months of the date of the award, if:

- the cover provided under this Section would have insured **You** if the award had been made against **you** rather than in **your** favour;
- and
- **You** do not have an appeal pending.

The maximum amount **insurers** will pay for any one claim or series of claims arising out of one event including all legal costs and expenses is shown in **your schedule of insurance**.

### What is not covered

Liability arising from the **unit** being used for any trade or business purpose.

Damage to property owned by or in the custody of **you** or **your family**, an employee of **you** or **your family**, or any person to whom the **unit** is lent.

Liability arising from injury to **you** or **your family** or an employee of **you** or **your family**.

Liability arising from the ownership, use or possession of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment).

Liability arising under any agreement unless **you** would have been liable had the agreement not been made.

Liability for which compulsory insurance or security is required by any road traffic legislation.

Liability arising from arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.

Liability arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991, or the Dangerous Dogs amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your** main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

Any fines or penalties.

Any loss excluded under part 1 of Section Three.

\* See specific section for liability in these countries.

## Section 3 - Liability to the Public excluding Spain, France & Portugal\*

*Your Schedule tells You if this Section is in force.*

### What is covered

### What is not covered

Please also see the General Exclusions, which are in addition to the exclusions in Section Three.

\* See specific section for liability in these countries.

## Section 3 - Liability to the Public

### Spain

Your Schedule tells You if this Section is in force

#### What is covered

##### The Cover

This Section insures **you** up to the Limit of Indemnity **your** legal liability to the public as per Section 1902 and subsequents of the Civil Code and Section 19 and subsequents of the Criminal Code which are lawfully demanded of **you** for loss or damage caused to third parties but limited to events occurring within the **unit** or its confines and happening during the period of insurance.

##### Legal Defence

This Section covers **your** legal defence when legal actions are brought against **you** for loss or damage insured under this Section even if those actions lack any merit or are unjustified.

**Your** legal defence will be administered by **us** and **we** will designate lawyers and solicitors.

**You** agree to provide all information co-operation or assistance required by **us** granting the necessary powers of attorney.

With **your** prior agreement in criminal cases **we** can assume **your** defence.

If **you** are found guilty **we** will decide if appeal before the relevant higher court is appropriate or not.

However even if **we** deem the appeal inappropriate **we** can proceed to a higher court by preclusive reasons and will give notice of this decision immediately to **you**.

**You** will be free to continue with the appeal at **your** own expense and **we** will repay to **you** all expenses incurred should the appeal be successful.

If any conflict of interest should arise between **us** in the event of a legal proceeding arising from our having to uphold interest contrary to those defending **you** **we** will duly inform **you** of this and will without prejudice fulfil the obligations necessary in the defence.

However **you** can choose between keeping **us** responsible for the legal handling of the defence or appointing another defence counsellor. In the latter case **we** are obliged to pay the fees incurred by counsel up to the amount stated in the **Schedule**.

In the event that the claim exceeds the Limit of Indemnity stated in the **Schedule** **we** will pay the legal expenses in the same proportion existing between the indemnity to be satisfied and the total amount of **your** liability in the claim.

##### Bail

**We** will pay the total amount for any bail requested of **you** arising from any loss or damage covered by this Section and up to the Limit stated in the **schedule**.

#### What is not covered

##### Exclusions

**We** shall not indemnify **you** against liability: -

- (a) which attaches by reason of an agreement but which would not have attached in the absence of such agreement
- (b) for **bodily injury** to any person arising out of and in the course of employment or engagement by **you** or **your family** other than for solely domestic duties where the maximum amount payable shall not exceed the amount specified in the **Schedule**.
- (c) arising out of **your** employment profession or business other than letting of **your unit**
- (d) arising out of the ownership of land or buildings other than the **unit** detailed in the **schedule**
- (e) for loss or damage to **property** belonging to **you, your family** or any third party, that is not included in the sum insured in **your** Policy **schedule**
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms
- (g) arising from the use ownership or possession of any mechanically propelled vehicle
- (h) arising from pollution or contamination of any sort and however caused
- (i) arising out of any incidents where **you** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your** main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

## Section 3 - Liability to the Public Spain

Your Schedule tells You if this Section is in force

### “Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **policyholder** for damages and/or claimants costs in respect of accidental **bodily injury** or accidental damage to material property caused solely by:

#### Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

#### Limit of Liability

**Our** liability for all damages payable by **you** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **schedule**.

#### Contractual Liability and Indemnity to Principal

**We** will subject otherwise to the terms exceptions conditions and **endorsements** of this Policy indemnify **you** under any Section against liability in respect of **bodily injury** or loss or damage to **property** as follows:

to the extent that any contract or agreement entered into by **you** with any **principal** so requires **we** will:

- (a) indemnify **you** against liability assumed by **you**
- (b) indemnify the **principal** in like manner to **you** in respect of the liability of the **principal** arising out of the performance by **you** of such contract or agreement provided that: -
  - (i) the conduct and control of claims is vested in **us**
  - (ii) the **principal** shall observe fulfil and be subject to the terms conditions and **endorsements** of this Policy so far as they can apply
  - (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any **principal we** will treat each **principal** and **you** as though a separate policy has been

issued to each of them provided that nothing in this clause shall increase the liability of **us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

#### Indemnity to other persons

In the event of **your** death **your** legal personal representative will be indemnified in respect of such liability incurred by **you**.

Any of **your** domestic servants will be indemnified in the same manner.

## Section 3 - Liability to the Public

### France

Your Schedule tells You if this Section is in force

#### What is covered

##### The Cover

You will, subject to the Limit of Indemnity, be indemnified against all sums for which **you** may be legally liable to pay in respect of

- (a) accidental **bodily injury** to any person
- (b) accidental loss of or damage to **property** not belonging to **you** or in **your** custody or control or any of **your** tenants or employees occurring on or about the **unit**
- (c) death, **bodily injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with our written consent.

##### “Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **policyholder** for damages and/or claimants costs in respect of accidental **bodily injury** or accidental damage to material property caused solely by:

##### Pollution:

which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

##### Limit of Liability

**Our** liability for all damages payable by **you** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

#### What is not covered

##### Exclusions

We shall not indemnify **you** against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement,
- (b) for **bodily injury** to any person arising out of and in the course of employment or engagement by **you** or **your family** other than for solely private domestic duties where the maximum amount payable shall not exceed the amount specified in the **Schedule**.
- (c) arising out of **your** employment profession or business other than letting of **your unit**
- (d) arising out of the ownership of land or buildings other than the **unit** detailed in the **Schedule**
- (e) for loss or damage to **property** belonging to **you, your family** or any third party, that is not included in the sum insured in **your** Policy **schedule**
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms
- (g) arising from the use ownership or possession of any mechanically propelled vehicle
- (h) arising from pollution or contamination of any sort and however caused
- (i) arising out of any incidents where **you** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your** main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

## Section 3 - Liability to the Public

### France

Your Schedule tells You if this Section is in force.

#### Contractual Liability and Indemnity to Principal

We will subject otherwise to the terms exceptions conditions and **endorsements** of this Policy indemnify **you** under any Section against liability in respect of **bodily injury** or loss or damage to **property** as follows:

to the extent that any contract or agreement entered into by **you** with any **principal** so requires **we** will: -

- (a) indemnify **you** against liability assumed by **you**
- (b) indemnify the **principal** in like manner to **you** in respect of the liability of the **principal** arising out of the performance by **you** of such contract or agreement provided that:
  - (i) the conduct and control of claims is vested in **us**
  - (ii) the **principal** shall observe fulfil and be subject to the terms conditions and **endorsements** of this Policy so far as they can apply
  - (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any **principal we** will treat each **principal** and **you** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.

#### Indemnity to other persons

In the event of **your** death **your** legal personal representative will be indemnified in respect of such liability incurred by **you**.

Any of **your** domestic servants will be indemnified in the same manner.

The undermentioned extension is applicable only to French properties, at the premises specified in the **schedule** and up to but not exceeding the sum insured specified in the **schedule**.

#### Tenant's Risk

The financial consequences of the liability which the **insured** may incur as tenant, in respect of material damage by fire or explosion, under Articles 1382 to 1384 and 1732 to 1735 of the Civil Code.

#### Neighbour's and third party risks

The financial consequences of the liability which the **insured** may incur as under Articles 1382 to 1384 of the Civil Code for any material damage to **property** of neighbours and third parties resulting from fire or explosion originating in the premises insured or containing the insured **property**.

## Section 3 - Liability to the Public Portugal

Your Schedule tells You if this Section is in force.

### What is covered

#### The Cover

You will, subject to the Limit of Indemnity be indemnified against all sums for which **you** may be legally liable to pay in respect of:

- (a) accidental **bodily injury** to any person
- (b) accidental loss of or damage to **property** not belonging to **you** or in **your** custody or control or any of **your** tenants or employees occurring on or about the **unit**
- (c) death, **bodily injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **schedule** and is in addition to costs and expenses incurred with our written consent.

#### “Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **policyholder** for damages and/or claimants costs in respect of accidental **bodily injury** or accidental damage to material property caused solely by:

#### Pollution:

which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

#### Limit of Liability

**Our** liability for all damages payable by **you** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **schedule**.

### What is not covered

#### Exclusions

We shall not indemnify **you** against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
- (b) for **bodily injury** to any person arising out of and in the course of employment or engagement by **you** or **your family** other than for solely private domestic duties where the maximum amount payable is shall not exceed the amount specified in the **schedule**.
- (c) arising out of **your** employment profession or business other than letting of **your unit**
- (d) arising out of the ownership of land or buildings other than the **unit** detailed in the **schedule**
- (e) for loss or damage to **property** belonging to **you, your family** or any third party, that is not included in the sum insured in **your** Policy **schedule**
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms
- (g) arising from the use ownership or possession of any mechanically propelled vehicle
- (h) arising from pollution or contamination of any sort and however caused
- (i) arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your** main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

## Section 3 - Liability to the Public Portugal

Your Schedule tells You if this Section is in force.

### Contractual Liability and Indemnity to Principal

We will subject otherwise to the terms exceptions conditions and **endorsements** of this Policy indemnify **you** under any Section against liability in respect of **bodily injury** or loss or damage to **property** as follows:

to the extent that any contract or agreement entered into by **you** with any **principal** so requires **we** will: -

- (a) indemnify **you** against liability assumed by **you**
- (b) indemnify the **principal** in like manner to **you** in respect of the liability of the **principal** arising out of the performance by **you** of such contract or agreement provided that:
  - (i) the conduct and control of claims is vested in **us**
  - (ii) the **principal** shall observe fulfil and be subject to the terms conditions and **endorsements** of this Policy so far as they can apply
  - (iii) the rebindemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any **principal we** will treat each **principal** and **you** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.

### Indemnity to other persons

In the event of **your** death **your** legal personal representative will be indemnified in respect of such liability incurred by **you**.

Any of **your** domestic servants will be indemnified in the same manner.



## Section 4 - Personal Accident

### What is covered

**You or your family** suffering any of the physical injuries listed below caused solely and directly by an accident whilst either:

- a) on holiday in **your unit** during the **period of insurance** or
- b) working on **your unit**

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:

Physical Injuries

1. Death.
2. Loss of use of one or more limbs or total loss of sight of one or both eyes.
3. Permanent total disablement, payable after the incapacity has lasted for 52 weeks.

The physical injuries listed in 1, 2 and 3 above are each limited to £20,000.

For individuals aged under 16 the death benefit cover is reduced to £5,000.

For the purposes of this Section, disablement means the inability to engage in the usual paid occupation or an occupation with similar remuneration.

**Insurers** will pay the benefits set out in **your schedule of insurance**.

### What is not covered

- Anyone whose age does not fall within the bands set out for each benefit in the **schedule of insurance** at the time of the accident.
- No benefit will be payable for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained.
- More than one benefit from this policy in connection with the same bodily injury.
- Any injury caused directly or indirectly by:
  - Alcohol, narcotic or drug use unless taken as prescribed by a registered medical practitioner.
- **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.
- Self inflicted injury.
- No death cover for individuals over 86 years old.

Please also see the General Exclusions that are in addition to the exclusions in Section Four.

## Section 5 - EMERGENCY TRAVEL

*Your Schedule tells You if this Section is in force.*

### We will pay for

This Section is to cover, subject to **our** prior agreement and approval, the cost of one return air or rail ticket to the insured **unit** for **your** use, not exceeding £300 and the costs of a second return air or rail ticket for a member of **your family**, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **unit** being uninhabitable, by any cause for where reimbursement is provided under Section 1 and Section 2 of this policy, not exceeding £400.

The total cost of any claim under this Section shall not exceed £1,000 in any **period of insurance**.

#### Conditions

- (a) The estimated damage claim under Sections 1A or 2A will not be less than £2,500.
- (b) The loss or damage must be notified to **us** within 21 days of the date of loss.
- (c) All travel documents, hotel receipts and other documents to be retained by **you** and be the basis of claims settlement.
- (d) In the event of any air travel not being viable, the cost of a journey by road, rail or sea to the same limits may be substituted.

### We will not pay for

Any amount in excess of £1,000 in any **period of insurance**.

Any emergency travel made without prior agreement with an Intasure representative.

Emergency travel if the **unit** is **your** main residence.

## Special Condition - "Consortio" Spain

### 1. PRE-CONTRACTUAL DISCLOSURE CLAUSE (SPAIN)

In accordance with Royal Legislative Decree 6/2004 of 29th October approving the Law on Ordination and Supervision of Private Insurance as well as the Regulation on Ordination and Supervision of Private Insurance, the insurer from whom cover has been requested, states:

- (a) That the insurance contract will be transacted with certain underwriters at Lloyd's, One Lime Street, London EC3M 7HA, England (United Kingdom). Lloyd's is an Association of Underwriters constituted by Act of Parliament. The Insurers will be the Syndicates at Lloyd's mentioned in the Insurance Contract.
- (b) That the Member State in charge of controlling the insurers' activities is the United Kingdom and the Authority in charge of controlling the insurers' activities is the "Financial Conduct Authority", registered at 25 The North Colonnade, Canary Wharf, London E14 5HS, England and the Prudential Regulation Authority, 20 Moorgate, London, EC2R 6DA.
- (c) That the applicable laws will be the Act 50/1980 of 8th October on Insurance Contracts, the Royal legislative Decree 6/2005 of Ordination and Supervision of Private Insurance, and the Act 30/1995 of 8th November (if applicable) and related subordinate legislation. The Spanish legislation on winding-up of insurance entities will not apply.
- (d) That the arrangements for disputes and complaints will be the following:

#### i) Internal arrangements

Any claim or complaint should be addressed in the first instance to Intasure.

In the event **you** would like to submit a complaint or a claim in connection with **your** legally recognised interests and rights, **you** could address it, in writing, to:

Lloyd's Sucursal en España  
Apoderado General para España ("Lloyd's Iberia Representative, SLU")  
C/ José Ortega y Gasset, 7  
Edificio Seerrano 49  
1a planta  
28006 Madrid

Moreover, **you** may address **your** claim or complaint

in the first instance or if **you** are not satisfied with the way a complaint has been dealt in Spain, to:

Complaints  
Lloyd's  
Fidencial House  
Walter Burke Way  
Chatham  
Kent ME4 4RN

Tel No: 020 7327 5693

Fax No: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

If **you** are not satisfied with the way a complaint has been dealt with, **you** may ask the Insurance Ombudsman to review **your** case without affecting **your** legal rights. The address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4567 (if calling from landline) or 0300 123 9 123 (if calling from a mobile)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If **you** contact them or the Insurer, please quote the policy number shown in the **schedule**.

#### (e) External arrangements

- i) In the event of a dispute, **you** may bring a claim before the Court of first instance corresponding to **your** domicile under section 24 of the Insurance Contracts Act. All summonses, notices or processes requiring to be served upon them for the purpose of instituting any legal proceedings against them in connection with this insurance shall be properly served if addressed to them and delivered to them care of:

Lloyd's Sucursal en España  
Apoderado General para España ("Lloyd's Iberia Representative, SLU")  
C/ José Ortega y Gasset, 7  
Edificio Seerrano 49  
1a planta  
28006 Madrid

That in this instance, has authority to accept service on their behalf. It is understood that such address is only

## Special Condition - "Consortio" Spain

for support services, information and service of suit purposes.

Insurers by giving the above authority do not renounce their right to any special delays or periods of time to which they may be entitled for the service of any such summonses, notices or processes by reason of their residence or domicile in England.

- ii) Similarly, **you** may voluntarily submit a dispute to arbitration in accordance with the terms of Spanish Law for the protection of Consumers and Users and related subordinate legislation, without prejudice to the provisions of the Arbitration Law in the event that the parties submit any dispute to the decision of one or more arbitrators.
- iii) In addition, and without prejudice to any action brought before the Directorate General of Insurance if it is considered that the Insurer has used abusive practices or has prejudiced any of their rights deriving from the insurance contract. It may be possible for **you** to refer **your** complaint to the Financial Ombudsman Service in the United Kingdom.

### 2 EXCLUSION OF LOSSES ARISING FROM EXTRAORDINARY EVENTS

The Insurer does not cover Damage caused by extraordinary flood, tsunami, unusual cyclonic storms; falling astral bodies or meteorites; acts of terrorism (unless required by law), riot or civil commotion; acts of the armed forces or state security services in peace time.

**You** are insured against Damage caused by these events by the 'Consortio de Compensación de Seguros' as explained in paragraph 3 below. If the reimbursement **you** receive from the Consortio is less than what the Insurer would have paid had this Clause not been in force, the Insurer will pay **you** the difference.

### 3 CLAUSE OF COMPENSATION BY THE CONSORCIO DE COMPENSACION DE SEGUROS FOR LOSSES ARISING FROM EXTRAORDINARY EVENTS

In accordance with articles 6 and 8 of the Consortio de Compensación de Seguros's Legal Statute, which was enacted by article four of Law 21/1990, of December, 19th (Official Gazette December 20th), the **policyholder** of insurance contracts that must insert the charge in favour of the aforesaid Public Entity, and that are mentioned in article 7 of the

same Legal Statute, have the faculty to contract the cover of extraordinary risks with any Insurance Entity which fulfil the conditions required by the legislation in force.

Compensations deriving from losses arising from extraordinary risks taking place in Spain and affecting to risks located in Spain, and also, but only for personal insurance, extraordinary risks taking place abroad when the **policyholder** resides habitually in Spain, will be paid by the Consortio de Compensación de Seguros if the **policyholder** has paid, in turn, the relevant charges to the Consortio de Compensación de Seguros and provided that one of the following circumstances apply:

- (a) The extraordinary risk that is covered by the Consortio de Compensación de Seguros is not covered by any insurance Policy taken out by the Insurance Entity.
- (b) Although the risk is covered by the said Policy, the obligations of the Insurance Entity cannot be fulfilled because the Entity is declared insolvent by a Court or because, the insurer being under an insolvency proceedings, the Entity is subject to an audited winding up process or involved in a winding up process controlled by the Consortio de Compensación de Seguros.

The Consortio de Compensación de Seguros will act in accordance with the aforementioned Legal Statute (amended by Law 30/1995 of Ordination and Supervisión of Private Insurance, of 8th November 1995; by Financial Law 44/2002 of 22nd November, by Law 34/2003 of 4th November of Modification and Adaptation to the European regulation on private insurance and by Insolvency Law 22/2003 of 9th July), in accordance with Law 50/1980 of Insurance Contract of 8th October 1980; Royal Decree 300/2004 of 20th February of extraordinary risks regulation and other complementary regulation.

## A SUMMARY OF LEGAL RULES

### 1 Extraordinary events covered

The following will be extraordinary events:

- (a) The following natural phenomenon: earthquakes and tidal waves, extraordinary floods (including sea dashing), volcanic eruptions, unusual cyclonic activities (including extraordinary winds of more than 135 km/h and twisters), and the fall of astral bodies or meteors.

## Special Condition - "Consortio" Spain

- (b) Violent acts resulting from terrorism, rebellion, sedition, insurrection, and popular tumult.
- (c) Events or acts of the Military Forces or State Securities Bodies in peace time.

### 2 Excluded Risks

In accordance with article 6 of the Regulation on Extraordinary Risks, the following damage or losses will not be compensated by the Consortio de Compensación de Seguros:

- (a) Those which do not give rise to compensation under Insurance Contract Law.
- (b) Those suffered by people or goods which are covered by other insurance contracts different from the one containing the compulsory charge in favour of the Consortio de Compensación de Seguros.
- (c) Those caused by a fault or defect of the insured item or its evident lack of maintenance.
- (d) Those caused by armed conflicts, though they are not preceded by a formal declaration of war.
- (e) Those arising from nuclear energy despite the provisions of Law 25/1964 of 29th April. Notwithstanding the foregoing, it will be included direct damage in insured nuclear installations, when the damage comes from extraordinary risks affecting the installation itself.
- (f) Those caused by the simple action of time, and in the event of goods totally or partially dived, those caused by the simple action of waves or ordinary undercurrents.
- (g) Those caused by natural phenomenon different to the natural phenomena referred to in article 1 of the Regulation on Extraordinary risks, in particular those caused by the increase of the subsurface level, hillside's movement, ground sliding or settlement movements, rocks' landslide and similar phenomena, save if the damage are caused manifestly by the action of the rainwater causing simultaneously a situation of extraordinary flood in the area.
- (h) Those caused by tumult acts in the course of public meetings and demonstrations further to the Ley Orgánica 9/1983, de 15 de Julio, as well as during legal strikes, except if the above acts could be qualified as extraordinary risks under section 1 of the

regulation of extraordinary risks.

- (i) Those caused by acts of bad faith on the part of the **Policyholder**.
- (j) Those arising from losses occurred within the waiting period set out in article of the Regulation on Extraordinary Risks
- (k) Those occurring before the payment of the first premium or when, in accordance with the Insurance Contract Law, the cover of the Consortio de Compensación is suspended or the insurance contract is extinguished due to the lack of payment of premiums.
- (l) Those indirect damage or losses arising from direct or indirect damage different from the "loss of profits" as per defined and limited by the regulation of extraordinary risks. In particular any damage or losses arising from power cuts or alteration in the external power supply, gas, fuel-oil, gas-oil or other fluids is not covered, nor damage or indirect losses different to those mentioned in the preceding paragraph, although the alterations arise from causes which are included in the extraordinary risks cover.
- (m) Those considered by the Government to be a national calamity or catastrophe given their magnitude or importance.

### 3 Deductible

In the case of direct damage, the deductible will be 7% of the amount of the damage to be compensated caused by the loss. However, this deductible will not apply to damage affecting vehicles insured under motor insurance policies, household and community flat owners.

In the case of loss of profits, the deductible will be identical, in time or amount, as the deductible set out in the original Policy for damage arising from ordinary loss of profits. If several deductibles covering loss of profits exist, the rules applying in the main coverage of the original Policy will apply.

### 4 Extension of the cover

Agreements of facultative inclusion in the ordinary policy

The Consortio de Compensación de Seguros will reimburse on a compensation basis, damage arising from extraordinary events occurred in Spain and affecting to risks located in Spain. Whenever the following clauses are

## Special Condition - "Consortio" Spain

contained in the ordinary Policy: first risk insurance (partial value, with limit of indemnity, agreed value, other policies with derogation of the proportional rule); replacement value insurance; floating capital insurance; capital automatic revaluation insurance; margin clause insurance; or capital compensation clause between the several sections of the Policy, or between the continent and the content; those insurance methods will also apply to the compensation of losses arising from extraordinary events in the same terms, and to the same assured goods and sum stated in the ordinary Policy. Notwithstanding the foregoing, the Consorcio de Compensación de Seguros will apply, in any event, only for direct damage, the compensation of capitals in a Policy between the relevant continent and content.

These clauses cannot be included in the extraordinary risks coverage without they being included in the ordinary Policy.

### 5 Underinsurance and overinsurance

If at the occurrence date of the loss due to an extraordinary event, the total value sum insured is inferior to the value of the insured interest, the Consorcio de Compensación de Seguros will reimburse the damage, in the same proportion in which the sum insured covers the insured interest. In this respect, the capitals fixed for the affected goods will be taken into account, despite they are in different policies, with compulsory charge in favour of the Consorcio de Compensación de Seguros, always provided that the policies are in force and within the Policy period. The foregoing will be made separately and independently for the cover of direct damage and loss of profits.

Notwithstanding the above, policies covering own motor damage, the cover of extraordinary risks by the Consorcio de Compensación de Seguros will guarantee the total insurable interest although the ordinary Policy only does it partially.

If the sum insured markedly exceeds the value of the interest, the effectively caused damage will be reimbursed.

### B. PROCEDURE TO BE FOLLOWED IN CASE OF LOSS TO BE COMPENSATED BY THE CONSORCIO DE COMPENSACION DE SEGUROS

In case of loss, **you** or **your** legal representatives must

(a) Notify, within the maximum period of seven days from the date in which the loss is known, the occurrence of the loss to the relevant Regional Delegation of the Consorcio, depending on the place of the occurrence. The notification will be made either directly or through the insurer of the ordinary Policy or through the insurance intermediary. The notification will be made in the approved form, which will be available in the Consorcio's website ([www.consorseguros.es](http://www.consorseguros.es)) or in its offices or in the insurer's offices. The following documents will be enclosed:

- Photocopy of the DNI/NIF of the receiver of the reimbursement.
- Photocopy of the general and particular conditions of the Policy (individual or collective), its appendixes or **endorsements**, if any.
- Photocopy of the premium receipt in force at the occurrence date showing clearly the commercial premium and charge paid to the Consorcio de Compensación de Seguros.
- Details of the bank in which the reimbursement will be paid, including Bank's number, branch's number, control number and account number (account number, 20 numbers) as well as the bank's address.

(b) Any trace or vestige of the loss must be kept to assist the loss adjuster's job and, if this is absolutely impossible, to submit any documentation evidencing the damage such as photographs, deeds, video cassettes or official certificates. Also, any invoice relating to the affected goods whose destruction cannot be delayed must be kept.

(c) Adopt any necessary measure to reduce the damage as well as to avoid new damage or disappearances which would be the **Insured's** responsibility.

To clarify any doubt that may arise regarding the procedure to be followed, the Consorcio de Compensación de Seguros has the following telephone number: +34 902 222 665.

## Special Condition - Natural Catastrophe France

### 1 Natural Catastrophe Cover

The Natural Catastrophe perils are covered by this insurance in accordance with French law 82-600 (13 July 1982)

This insurance is extended to cover damage caused directly by the exceptional intensity of a natural agent such as earthquake, volcanic eruption, avalanche, **landslip, subsidence**, flood or mudslide. This clause applies only to losses caused by an event which is declared a natural catastrophe by an Inter-ministerial Decree published in the Official Gazette of the French Republic. The cover provided by this clause is in accordance with the legal regulations in force on the day of the loss and is subject to all terms and conditions of this insurance, except as amended by this clause.

#### Excess

**We** do not cover the amount of the compulsory **excess** or the **excess** shown in the **schedule** if this is more. The amount of the compulsory **excess** applicable to the Natural Catastrophe cover is set by law and was €380 at 1 January 2017. It may vary over time and the amount applicable at the time of the loss will be deducted from any claim payment.

#### Basis of Settlement

**Your** claim for damage under this clause will be calculated in accordance with the basis of settlement for this insurance. In no event will **we** pay more than the amount insured. **We** will deduct from its settlement an amount which is set by law and which **you** must bear yourself. **You** undertake not to insure this amount elsewhere.

#### Notice of Loss

**You** must notify **us** of any damage which may result in a claim under this clause as soon as **you** become aware of it and at the latest within 10 days after publication of the Inter-ministerial Decree stating that a natural catastrophe has occurred.

In the event of loss, if **you** have taken out more than one policy which covers physical damage caused directly by the exceptional intensity of a natural agent, **you** must tell **us** about such policies within the 10-day period mentioned above. **You** must submit **your** claim to the insurer of **your** choice within the same period.

### Claim Payment

**We** undertake to pay **you** the amount due under this clause within 3 months from either the date on which **you** gave **us** the estimate of the damage or the date of publication of the Inter-ministerial Decree stating that a natural catastrophe has occurred, whichever is the later. If **we** do not, the amount due will bear interest at the statutory rate from the end of this period, unless our failure to pay is accidental or due to circumstances beyond our control.

### 2 Tenant's Risk in Respect of French Properties Only

This policy is extended to include:

The financial consequences of the liability to **your** landlord which **you** may incur as tenant of the insured **property** in respect of material damage by fire, explosion or water damage, under Articles 1382 to 1384 and 1732 to 1735 of the civil code up to (appropriate LIMIT as below) any one loss.

### 3 Neighbour's and Third Party Risks in Respect of French Properties Only

This policy is extended to include:

The financial consequences of the liability which **you** may incur under Articles 1382 to 1384 of the Civil Code for any material damage to **property** of neighbours and third parties resulting from a fire, explosion or water damage originating in the premises insured or containing the insured **property** up to £2,000,000 any one loss.

### 4 Technological Catastrophes

The Technological Catastrophe perils are covered by this insurance in accordance with French law 2003-699 (30 July 2003). This insurance is extended to cover damage caused by an event which is recognised as a Technological Catastrophe by the competent government authority.

## General Exclusions applicable to all Sections of this policy

**Insurers** will not pay for:

1. Any loss or damage if **your unit** is:
  - i) being used for trade or business purposes,
  - ii) being used as a permanent place of residence,
  - iii) not properly sited on the **site** identified in **your schedule of insurance**.
2. Loss of use other than provided by Section Two of the Policy.
3. 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 in the Republic of Ireland and Northern Ireland riot and civil commotion.
  - iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. Loss or damage to any property, or any cost or expense of whatever nature arising directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of terrorism. For the purpose of this exclusion an act of terrorism means the use of biological, chemical and /or nuclear pollution 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 or any section of the public in fear.
5. 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.
6. Claims if they are covered by any other insurance.
7. Loss of value following any loss, destruction or damage or a claim payment.
8. Loss or damage or legal liability directly or indirectly arising from the **unit** being loaned, leased or hired to any other person other than **your family** unless agreed by **us in writing**.
9. Any loss or damage which does not happen within the **period of insurance**.
10. Loss or damage caused deliberately by **you**.



## Conditions applicable to all Sections of this Policy

### 1. Observance of Terms

**You** must observe the terms, exceptions and conditions of this insurance.

### 2. Reasonable Precautions against Theft and Damage

**You** must take all reasonable precautions to protect **your unit** and other insured items against theft and damage.

### 3. Maintenance and Siting

**You** must ensure that **your unit** is maintained in a sound condition and is correctly sited on the **site** identified in **your schedule of insurance** in accordance with the manufacturer's instructions as **insurers** have offered this insurance on that basis.

### 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 unit** 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 unit** that would cause damage as the **floatation device** rises and falls with the level of flood water.

### 5. Total Loss

In the event of the total loss of **your unit** 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 **unit** but they are not obliged to do so.

### 6. Terms

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **insurers** cannot rely on the breach of such term to exclude, limit or discharge their liability if **you** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If **you** breach any warranty in this Policy, **insurers'** liability

under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **insurers** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when **insurers'** liability is suspended.

## ENDORSEMENTS

### NS001

#### Floatation Device

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:

- **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.
- 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.
- Any recommendations made following an inspection are implemented within 2 months.
- The block polystyrene must be in good condition.
- All moving parts must be unhindered to ensure free movement.
- 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.

### NS002

#### Flood Exclusion

Notwithstanding anything contained to the contrary in **your** Policy, loss or damage resulting from flood is excluded.

### NS003

#### Sited Above Flood Level

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 at least 30 centimetres above the highest previously recorded flood level and at least 1 metre above ground.

### NS004

#### Electrical Wiring

If **your unit** specified in the **schedule of insurance** is more than 20 years old any loss, damage or injury arising from a failure of **your unit's** electrical wiring is excluded unless such wiring has been inspected and passed by a qualified electrician who has also issued an electrical certificate to this effect prior to any **incident** but no more than ten years prior to the **incident**.

### NS005

#### Roof

If the roof of **your unit** specified in the **schedule of insurance** is more than 20 years old, this insurance shall exclude all loss or damage to the roof, the interior of **your unit** or **contents** arising from storm, or ingress of water through the roof.

Notwithstanding the above, this exclusion will not apply if the roof has been inspected by a qualified contractor and all recommendations have been carried out prior to any **incident** but no more than 5 years prior to the **incident**.

### NS006

#### High-value ring – safe endorsement

**insurers** have agreed to add the following high-value ring to this policy on condition that all loss or damage to the ring is excluded unless, when it is not being worn, it is kept in a securely locked safe that is designed for that purpose and has been installed in accordance with the manufacturer's recommendations.

It is a condition of this endorsement that the insured has to provide/keep a record of the description, value and date of valuation of this item.

### NS010A

#### Unoccupancy with Visitation

Unoccupancy conditions

**insurers** have noted **your unit** is now unoccupied and have applied the following additional conditions:-

- a) An appointed representative of the insured must visit the premises a minimum of once a week.
- b) The heating system must be left on or the water system must be drained.

## ENDORSEMENTS

### c) Insurers will not pay

- the first £150 of each and every claim after the application of the policy **excess**
- any claim for accidental damage
- any claim for theft unless there is clear evidence of forceful and violent entry
- any claim for loss or damage caused by theft or attempted theft or malicious acts to
  - **money** and credit cards
  - valuables
  - televisions, satellite decoders
  - audio and video equipment
  - radios
  - home computers, video cassette recorders.

### NS010B

#### Unoccupancy without Visitation

In the event that the property cannot be visited weekly, the following clause would apply:

Unoccupancy conditions

**Insurers** have noted **your unit** is now unoccupied and have applied the following additional conditions:-

- a) The water system must be drained
- b) **Insurers** will not pay
  - the first £250 of each and every claim after the application of the policy **excess**
  - any claim for accidental damage
  - any claim for theft unless there is clear evidence of forceful and violent entry
  - any claim for loss or damage caused by theft or attempted theft or malicious acts to
    - **money** and credit cards
    - valuables
    - televisions, satellite decoders
    - audio and video equipment
    - radios
    - home computers, video cassette recorders.

### NS012

#### Accidental damage (Basic)

The Policy is extended to provide accidental damage cover under Section 1 to Buildings and Contents. The Cover is subject to the standard **excess**.

### NS013

#### Accidental damage (Enhanced)

The Policy is extended to provide accidental damage cover under Section 1 to Buildings and Contents. The Cover is subject to the standard **excess**.

### NS014

#### Accidental damage (Let / Lent / Sub Let Cover)

Section 1 - Buildings and Contents Accidental Damage Cover has been extended to include Accidental Damage when **your unit** specified in the **schedule of insurance** is let /lent or sub-let. The Cover is subject to the policy standard **excess**.

### NS015

#### Theft or Attempted Theft Cover (Let/Lent/Sub Let)

In consideration of an additional **premium we** have agreed to extend the cover under the Theft or attempted theft section of this insurance to include Theft or attempted theft by tenants or persons lawfully in **your unit** when **your unit** specified in the **schedule of insurance** is let / lent or sub-let, subject to Endorsement NS016.

#### What is not covered

Loss or damage while **your unit** or any part is used for trade or business purposes.

Loss or damage by any person unlawfully in **your unit**.

Additional exclusions specifically for **your contents** and **sports equipment**.

Property left in the open apart from inflatable dinghies up to 14 feet or 427 cm in length or garden furniture where such items are padlocked to an immovable object.

#### Your Excess

The **excess** is increased to £250 for loss or damage arising from Theft or attempted theft (lent, let or sub-let). The **excess** for all other losses is unchanged.

### NS016

#### Theft from rented unit extension

In the event of a claim for theft from **your unit** when it is being rented out, **insurers** agree to waive the requirement for **you** to demonstrate forceful and violent entry on the following conditions:

- 1) **You** have verified the identity of the person renting **your unit** and have taken an advance deposit of at least £500.
- 2) **Your** rental contract contains a condition that the deposit will be retained by **you** until it has been agreed that nothing is missing from **your unit**.
- 3) £500 **excess** applies to any claim for theft where forceful and violent entry cannot be shown.

In view of the conditions above, **we** recommend that **you** do not return any deposit until **you** are satisfied that nothing is missing from **your unit** as the **excess** applied in the event of a theft claim where there is no evidence of forceful and violent entry will be the total of the normal **excess** for rented **unit** plus the deposit.

## ENDORSEMENTS

### NS017

#### Cover Extended to Include Bicycles Left in the Open

**Insurers** further agree to extend this insurance to cover bicycles left in the open on condition that , at the time of the **incident**, the bicycle is:

- securely padlocked to an immovable object and
- unattended for less than 10 hours and
- worth less than £500

It should be understood that **insurers** will not cover any loss, damage or injury resulting from any legal liability arising from the use or ownership of these bicycles.

### NS018

#### Hot Tub Warranty

**Insurers** have agreed to include a hot tub under the definition of **unit** on condition it has been installed and is being maintained in accordance with the manufacturer's recommendations. However, **insurers** will not pay any claim:

1. for loss or damage to the hot tub resulting from:
  - a. water freezing or
  - b. **subsidence** or **heave** or
  - c. any accidental damage
2. resulting from escape of water from the hot tub or pipe work serving the hot tub
3. for loss, damage or injury arising from a failure to:-
  - a. install, maintain and service the hot tub in accordance with manufacturer's recommendations
  - b. treat the water up to the standards recommended by the manufacturers
4. for **your** legal liability unless:
  - a. at the time of the **incident you** are in attendance or
  - b. prior to the **incident** an acceptance form has been signed by the tenant confirming they have read and understood the manufacturer's operating instructions together with any additional rules imposed by the owner and/or **site**.

### NS019

#### Key Safe Warranty

Warranted authorization entrance code is changed after every letting.

### NS020

#### Wood Burning Stove/Heater Exclusion

This policy excludes all loss, damage or injury resulting from the ownership or use of a wood burning stove/heater.

## Intasure

### IDENTITY THEFT HELPLINE (Optional)

This policy is only available to UK residents with a UK correspondence address.

*Your Schedule tells You if this Section is in force.*

#### IDENTITY THEFT HELPLINE

If **you** require information on identity theft, this helpline can give **you** advice on the warning signs to look out for and tips to avoid becoming a victim.

If an insured discovers their identity has been stolen, the insured will be given assistance and guidance to recover their identity and repair any financial damage that has resulted. All callers are provided with a dedicated case manager.

Callers to this service must have their address history for the last six years.

This service is available Monday to Friday from 9am to 5pm. To ensure that accurate records are maintained, calls are recorded.

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#### To contact the identity theft helpline please

**call +44 (0)344 770 1040**

Monday - Friday 9am - 5pm.

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The identity theft helpline is provided on behalf of Intasure by **Arc**.

## FAMILY LEGAL PROTECTION (Optional)

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf we act.

The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this Policy.

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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR

Registered No: FC008998. This policy is only available to UK residents with a UK correspondence address.

*Your Schedule tells You if this Section is in force.*

### **Making a claim under Family Legal Protection**

As soon as **you** have a problem that **you** may require assistance with under this insurance **you** should telephone the Helpline.

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 [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre).

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 **Arc** 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 Helpline.

### **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.

Simply telephone **0344 770 1040** and quote "**858 Intasure - UK Static Home**".

## FAMILY LEGAL PROTECTION (Optional)

Your Schedule tells You if this Section is in force.

### Definitions applying to Family Legal Protection

The definitions below apply to this section in addition to Definitions that apply to the Whole Policy which are shown on pages 6 and 7.

#### Arc

Arc Legal Assistance Limited

### Conditional Fee Agreement

The separate agreement between the insured and the **professional advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A of the Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990), the format and contents of which have been agreed to by Arc before it is entered into.

### Collective Conditional Fee Agreement

The separate agreement between the **professional advisor** and **Arc** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, of the Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990) which does not refer to specific proceedings but provides for the **professional advisor's** fees and expenses payable on a common basis.

### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### Legal Costs and Expenses

- 1 In respect of all **insured events** other than as provided for in 2) and 3) below.
  - (a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **professional advisor** on the Standard Basis and agreed in advance by **Arc**.
  - (b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the **professional advisor** and agreed in advance by **Arc**.
  - (c) Other side's costs, fees and disbursements incurred in civil claims where the insured has been ordered to pay them or pays them with **Arc's** agreement.
- 2 In respect of **insured events** 1) and 2) where the claim

is brought within England & Wales and falls outside the jurisdiction of the **small claims court**, reasonable legal costs reasonably and proportionately incurred by the **professional advisor** on the Standard Basis and agreed in advance by **Arc** or in accordance with the Predictable Costs Scheme or Fixed Costs Scheme if applicable.

- 3 In respect of **insured event** 6)(c)(ii) the insured's loss of earnings.

### Limit of Indemnity

**£50,000** which is the most **we** will pay for all claims related by time or original cause.

### Professional Advisor

The solicitor, accountant or other advisor appointed by **Arc** to act on behalf of the insured.

### Prospects of Success

Where the insured has a greater than 50% chance of successfully pursuing a claim against another person. If the insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal prosecution claims where the insured pleads guilty, where there is a greater than 50% chance of successfully mitigating the insured's sentence or fine. In all claims involving an appeal, where the insured has a greater than 50% chance of being successful.

### Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999. A court in Northern Ireland that hears claims where the sum in dispute is less than £2,000.

### Territorial Limit

For insured Events 1) and 2), the **United Kingdom**, Channel Islands, Isle of Man and countries in the European Union. For all other **insured events** the **United Kingdom**, Channel Islands, Isle of Man.

# FAMILY LEGAL PROTECTION CLAIMS SETTLEMENT

Your Schedule tells You if this Section is in force.

Following an **insured event we** will pay the insured's **legal costs & expenses** up to £50,000 including the cost of appeals provided that:

- 1 The **insured Event** occurs within the **territorial limit**.
- 2 The claim
  - always has **prospects of success**
  - is reported to **Arc** during the **period of insurance** and immediately after the insured first becomes aware of circumstances which could to give rise to a claim under this section.
- 3 Unless there is a conflict of interest the insured always agrees

to use the professional advisor nominated by **Arc** in any claim

- falling under the jurisdiction of the small claims court, and/or
  - prior to the issue of proceedings.
- 4 Any proceedings or hearing must be dealt with by a court, tribunal or any other body that **Arc** agrees to.
  - 5 In respect of a claim under **insured event** 1 or 2 the insured enters into a **conditional fee agreement** with the **professional advisor** or the **professional advisor** enters into a **collective conditional fee agreement** with **Arc** if the claim will be decided in a court within England & Wales and falls outside the jurisdiction of the **small claims court**.

## We will pay for

## We will not pay for

INSURED EVENTS	
<p><b>1 Personal Injury</b> An event causing the insured personal injury.</p>	<p><b>1 Personal Injury</b> Any claim relating to defending any dispute other than defending a counter claim.</p>
<p><b>2 Contract</b> A dispute arising out of an agreement or alleged agreement which has been entered into by the insured.</p>	<p><b>2 Contract</b> Any claim relating to</p> <ol style="list-style-type: none"> <li>1) The letting leasing or licensing of land or buildings where the insured acts as the landlord.</li> <li>2) Loans, mortgages, endowments, pensions, or any other financial or investment product.</li> <li>3) A business, venture for gain, profession or employment of the insured.</li> <li>4) A contract involving a motor vehicle.</li> <li>5) A settlement due under an insurance policy.</li> <li>6) Construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.</li> </ol>
<p><b>3 Employment</b> A dispute with the insured's current, former, or prospective employer relating to their contract of employment or related statutory rights provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the insured agrees to use the <b>professional advisor</b> appointed by <b>Arc</b>.</p> <p>A dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out by the Advisory, Conciliation and Arbitration Service in its Code of Practice on disciplinary and grievance Procedures have been carried out.</p>	<p><b>3 Employment</b></p> <ol style="list-style-type: none"> <li>1) Any dispute relating solely to personal injury.</li> <li>2) Defending any claim other then defending a counter claim.</li> </ol>



## FAMILY LEGAL PROTECTION (Optional)

Your Schedule tells You if this Section is in force.

### We will pay for

#### 4 Property

A dispute relating to material **property** which **you** own or is **your** responsibility:

- (a) Following an event which causes or could cause physical damage to an insured's material **property** including **your unit**.
- (b) Following a public or private nuisance or trespass provided that the insured is responsible for the first £250 of each and every claim. **Arc** will ask for the **excess** to be paid at the time of accepting a claim.
- (c) A dispute with **your** landlord or **site** owner arising out of **your** occupation of **your unit**.

#### 5 Tax

A formal aspect or full enquiry into the insured's personal tax affairs provided that all returns have been completed and have been submitted within the statutory time scales allowed.

#### 6 Legal Defence

##### (a) Work

Arising out of the insured's work as an employee.

- (i) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
- (ii) A prosecution brought against the insured in a Court of criminal jurisdiction.
- (iii) A civil action brought against the insured for compensation under section 13 of the Data Protection Act 1998.
- (iv) Civil proceedings brought against the insured under legislation for unlawful discrimination.

##### (b) Motor

A motoring prosecution brought against the insured.

##### (c) Other

- (i) A formal investigation or disciplinary hearing brought against the insured by a trade association, professional or regulatory body.
- (ii) Being absent from work to attend any court, tribunal arbitration, disciplinary hearing or regulatory proceedings at the request of the **professional advisor** or whilst on jury service. The most **we** shall pay is £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1,000.

### We will not pay for

#### 4 Property

Any claim relating to:

- 1) A contract entered into by an insured.
- 2) Any building or land other than **your unit** (except under 4(c)).
- 3) A motor vehicle.
- 4) The compulsory purchase of, or restrictions or controls placed on **your unit** by any government, local or public authority.
- 5) Defending a dispute under 4(a) other than defending a counter claim.

#### 5 Tax

Any claim arising from or relating to:

- 1) An investigation by the Special Civil Investigation Office of HM Revenue and Customs.
- 2) An investigation under the Civil Investigation of fraud procedure.
- 3) The submissions of returns or accounts where HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.
- 4) A tax avoidance scheme.
- 5) A business or venture for gain of the insured.

#### 6 Legal Defence

##### (b) Motor

Any claim relating to:

- (i) driving without motor insurance or a valid driving licence
- (ii) a parking offence.

## FAMILY LEGAL PROTECTION (Optional)

Your Schedule tells You if this Section is in force.

### We will not pay for the following under Family Legal Protection

- 1 **Legal Costs & Expenses** incurred before **Arc** accepts a claim.
- 2 Any actual or alleged act, omission or dispute existing at the time when cover under **family legal protection** was taken out which the insured knew or ought reasonably to have known could give rise to a claim under this section.
- 3 An amount below £100.
- 4 An allegation or prosecution against the insured involving
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- 5 Dispute with another insured or any members of the insured's **family**.
- 6 Fines, penalties or compensation.
- 7 A judicial review.
- 8 Patents copyright, trademarks, passing-off, trade or service marks, registered designs, secrecy and confidential information.
- 9 A dispute with **us** or **Arc** not dealt with under Condition 6 below.
- 10 Defamation.
- 11 A group litigation order.
- 12 An **insured event** arising from an insured's deliberate or reckless act.

# FAMILY LEGAL PROTECTION - CONDITIONS

Your Schedule tells You if this Section is in force.

## CONDITIONS WHICH APPLY TO FAMILY LEGAL PROTECTION

### 1 The insured's Responsibilities

An insured **must**

- (a) Not do anything that hinders **us, Arc** or the **professional advisor**.
- (b) Tell **Arc** immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section.
- (c) Tell **Arc** immediately of anything that may materially alter their assessment of the claim.
- (d) Cooperate fully with the **professional advisor** and **Arc**, give the **professional advisor** any instructions **Arc** requires, and keep them updated with progress of the claim.
- (e) Provide **Arc** with everything needed to help **Arc** handle the claim.
- (f) Take reasonable steps to recover **Legal Costs & Expenses** that we pay and pay to **us** all costs that are recovered should these be paid to **you**.
- (g) Tell the **professional advisor** to have the **Legal Costs & Expenses** assessed or audited if **Arc** requires.
- (h) Allow **Arc** on **our** behalf at any time to take over and conduct in the insured's name any claim, proceedings or investigation.

### 2 The Professional Advisor

- (a) In certain circumstances as set out in 2 (c) below The insured can choose a **professional advisor** In all other cases **Arc** shall choose the **professional advisor**.
- (b) Where the insured wishes to exercise the right to choose, the insured should write to **Arc** with their nominated representative's contact details. The insured's chosen **professional advisor** must agree to act under **Arc's** standard terms of business (which may include a 'no-win-no-fee' agreement) and must cooperate with **Arc** at all times. If **Arc** and the insured disagrees over the appointment of a **professional advisor** Condition 6 of this section will apply.
- (c) If **Arc** agrees to start legal proceedings and the court or tribunal requires any representative to be legally qualified,

or there is a conflict of interest, the insured may choose a suitably qualified **professional advisor**. The insured's right to choose never applies to Employment Tribunal, Tax or **small claims court** claims unless there is conflict of interest.

- (d) If the **professional advisor** refuses with good reason to continue acting for the insured, the insured dismisses the **professional advisor** without good reason, or withdraws from the claim without **Arc's** written agreement, cover will end immediately unless **Arc** agrees to appoint another **professional advisor**.
- (e) The **professional advisor** must enter into a Conditional Fee Agreement with the insured or a Collective Conditional Fee Agreement with **Arc** if a claim under insured Event 1 and 2 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **small claims court**.
- (f) During the course of the relationship with **Arc's** panel of service providers, **Arc** may, for particular types of claim, receive a fee from the **professional advisor** to whom the claim is sent. This fee (if it does apply) is a separate arrangement between **Arc** and the **professional advisor**, and will never compromise the insured or any claim made under this section.

### 3 Arc's Consent

**Arc** must give the insured written consent to incur any **Legal Costs & Expenses**. We do not accept any liability for **Legal Costs & Expenses** incurred without **Arc's** written consent.

### 4 Settlement

- (a) On **our** behalf **Arc** has the right to settle the claim by agreeing to pay the value of the insured's claim.
- (b) The insured must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **Arc's** written agreement.
- (c) If the insured refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the **professional advisor**.

We may refuse to pay further **legal costs & expenses**.

# FAMILY LEGAL PROTECTION - CONDITIONS

Your Schedule tells You if this Section is in force.

## 5 Counsel's Opinion

**Arc** may require the insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the insured then **we** will pay for the opinion.

## 6 Disputes

Subject to the insured's right to refer a complaint to the Financial Ombudsman Service (see 'What Happens If I Have A Complaint'), any dispute between the insured and **ARC** may, where they 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 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, **Arc** will only pay their share of the claim even if the other insurer refuses the claim.

## 8 Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law.

## 9 Data Protection Act

**You** agree that any information provided to **Arc**, the contractor &/or **us** regarding **you** will be processed by each party respectively to comply with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## 10 Fraud

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

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to the insured in respect of the fraudulent claim

- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **ARC**
- d) Will no longer be liable to the insured in any regard after the fraudulent act

## 11 Disclosure

If the insured fails to disclose relevant information or the insured discloses false information in relation to this policy, **ARC**, or Intasure, may:

- a) Cancel the contract and keep the premiums if the **disclosure breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **disclosure breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **disclosure breach** been known
- d) Proportionately reduce the amount the insured is entitled to in the event of a successful claim if a higher **premium** would have been charged had the **disclosure breach** been known.

## 12 Warranties

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the insured breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the insured for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

## FAMILY LEGAL PROTECTION - CONDITIONS

*Your Schedule tells You if this Section is in force.*

### 13 Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **Insurer** will refund part of the premium for the unexpired period unless the Insured has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) The **Insurer** may cancel the policy at any time by giving at least 21 days' written notice to **you**. The **Insurer** will refund part of the premium for the unexpired period

### 14 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

### 15 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

# FAMILY LEGAL PROTECTION - COMPLAINTS PROCEDURE

## What happens if I have a complaint?

**Arc** aim to get it right, first time, every time. If **Arc** make a mistake, **Arc** 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. **Arc** will always confirm to **you**, within five working days, that **Arc** has received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved as yet 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 **Arc** has 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

**Arc** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **Arc** or Inter Partner Assistance 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.

**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm.

**CLAIMS: +44 (0)345 111 0672** (24 hours)

**IDENTITY THEFT HELPLINE: +44 (0)344 770 1040**

Monday - Friday 9am -5pm

**FAMILY LEGAL PROTECTION ADVICE HELPLINE: +44 (0)344 770 1040**

(24 hours)

**FAMILY LEGAL PROTECTION CLAIMS: +44 (0)344 770 9000**





**intasure**<sup>®</sup>  
Insurance that speaks your language

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**Intasure**

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