

POLICY WORDING

Please read carefully and retain



Property Insurance for Non-standard Buildings in the United Kingdom

Welcome to Intasure Property Insurance

Designed specifically for Non-standard Buildings in the United Kingdom



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 document should be read together with your schedule of insurance and any endorsement(s). 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

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TN4 8BS

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Monday - Friday 9am - 5.30pm

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

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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

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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**.

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 Intasurè as soon as possible giving full details of what has happened.
2. **You** must provide Intasurè with any other information **we** may require.
3. **You** must forward to Intasurè 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.

Complaints Procedure

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS
United Kingdom
Tel: +44 (0)345 111 0670

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT
Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at: <http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <http://ec.europa.eu/odr>

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/ or by telephone on 020 7892 7300.

Short Form Privacy Notice

Intasure is the trading name of Arthur J. Gallagher Insurance Brokers Limited. **We** are the data controller of any personal information **you** provide to **us** or personal information that has been provided to **us** by a third party. **We** collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as insurers, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies.

We may record telephone calls to help **us** monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** privacy notice at www.intasure.com. If **you** are providing personal data of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice.

Details of **your** Insurers Privacy Notice is available at <https://www.penunderwriting.co.uk/Privacy-Policy>

Customer Service

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 insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

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

The **unit** and its decorations including:

- fixtures and fittings attached to the **unit**,
- Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,
- Solar panels permanently attached to the main private dwelling

which **you** own or for which **you** are legally responsible within the premises named 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. Park Home, Contents and Sports Equipment.*

What is covered

3. Theft or attempted theft.

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.

5. Impact or damage by any vehicle or animal.

What is not covered

b) attached to a **floatation device** approved by **us** and fitted in accordance with the manufacturer's instructions so that it can float freely above the water in the event of flood.

Loss or damage to fences and gates unless **your** Chalet, Lodge or Log Cabin is damaged at the same time from the same cause.

Additional exclusions specifically for **your contents**.

Property left in the open unless it is garden furniture and **you** have been in **your unit** within 48 hours of the **incident** or **we** have previously agreed **in writing**.

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

Additional exclusions specifically for **your unit**.

Loss or damage by theft to any touring caravan used and insured as a **unit** unless a proprietary anti-theft device has been fitted to the tow hitch and the wheels are removed entirely from its vicinity.

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

Loss or damage if **your unit** is unattended and unlocked.

Loss or damage by the hirer or tenant.

Loss or damage while **your unit** or any part is lent, let, or used for trade or business purposes, unless a person has used violent force to enter or leave **your unit**.

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.

Loss or damage if **your unit** is not lived in by **you** or any other person authorised by **you**, for more than 2 consecutive days during the period from 1st October to the 15th March unless:

- 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
- a full central heating system has been set to operate daily and overnight to avoid frost damage.

Loss or damage to the installation itself unless the damage is caused by water freezing.

Any loss arising from damage caused by pets, moth or vermin.

Section 1 - Standard Cover

Please read *Your Evidence of Insurance together with this policy. Park 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** Chalet, Lodge or Log Cabin 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** Chalet, Lodge or Log Cabin 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** Chalet, Lodge or Log Cabin 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. Park 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**.

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**.

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.

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.

Loss by theft not reported to the Police.

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

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

Basis of Settlement for Section 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 insurers	Basis of settlement insurers will offer if your sum insured is too low
New for Old	Market Value
Market Value	Insurers will apply average

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

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

Basis of Settlement for Section One

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

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.

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.

Section 3 - Liability to the Public

Your Schedule tells You if this Section is in force.

What is covered

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

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

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, which 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.

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.

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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.
- 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

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- 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:-

- The water system must be drained
- 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:

- You** have verified the identity of the person renting **your unit** and have taken an advance deposit of at least £500.
- 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**.
- £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.

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:

- for loss or damage to the hot tub resulting from:
 - water freezing or
 - subsidence** or **heave** or
 - any accidental damage
- resulting from escape of water from the hot tub or pipe work serving the hot tub
- for loss, damage or injury arising from a failure to:-
 - install, maintain and service the hot tub in accordance with manufacturer's recommendations
 - treat the water up to the standards recommended by the manufacturers
- for **your** legal liability unless:
 - at the time of the **incident** **you** are in attendance or

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- 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.

NS100 - INSURER:

This insurance is underwritten by a consortium of the following leading insurers:-

Legal & General Insurance Limited

Legal & General Insurance Limited (Registered number: 00423930) is registered in England and Wales at One Coleman Street, London EC2R 5AA

ERGO Versicherung AG (UK Branch)

ERGO Versicherung AG (Registered number: BR016401) is registered in England and Wales at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check these details with the Financial Conduct Authority either on their website at [HYPERLINK "http://www.fca.org.uk" www.fca.org.uk](http://www.fca.org.uk) or by calling them on 0800 111 6768.

Legal & General Insurance Limited (Register number 202050) and Ergo Insurance Limited (Register number 602490).

Details of each insurer's proportionate liability will be provided upon request.

ENQUIRIES: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm

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





ENQUIRIES: +44 (0)345 111 0670

Monday - Friday 9am - 5.30pm

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

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