

Leisure Home Insurance

Policy Wording

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Leisure Home Insurance Policy Wording

Your Policy

This document sets out the conditions of the contract of insurance between **You** and the **Insurer**. **You** should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections, and it is important that:

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **Your** own duties under each section and under the insurance contract as a whole.

This insurance has been arranged for **You** by Commercial Express Quotes Limited. For any queries or alterations to **Your** cover, then please call **Your** insurance advisor.

Important Information

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange register (CUE), operated by Insurance Database Services Limited. In dealing with **Your** application, this register may be searched. In the event of a claim, the information **You** have supplied, together with other information relating to the claim, may be put on the register and made available to participants.

Data Protection

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

Please read this notice carefully as it contains important information about the use of **Your** personal information.

Your personal information means any information **We** hold about **You** and any information **You** give **Us** about anyone else.

You should show this notice to anyone else insured or proposed to be insured under **Your Policy** as it will also apply to them. It explains how **We** use all the information **We** have about **You** and the other people insured under **Your Policy**.

Sensitive Information

Some of the personal information that **We** ask **You** to provide is known as "sensitive personal data". This may include information relating to health issues, race, religion and any criminal convictions. **We** may need to use sensitive personal data to provide **You** with quotes, arrange and manage **Your Policy** and to provide the services described in **Your Policy** documents (such as dealing with claims).

The Contract of Insurance

This **Policy** is underwritten by Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's which is registered in England and Wales. Canopus Managing Agents Limited Syndicate 4444 at Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 204847). Canopus Managing Agents Limited Syndicate 4444 at Lloyd's is registered at Floor 29, 22 Bishopsgate, London, EC2N 4BQ (Company Number 01514453).

This **Policy** is arranged by Commercial Express Quotes Limited who act as an agent for **Us**. Commercial Express Quotes Limited is registered in England and Wales under company number 03862468 and is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 311067. Registered office B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH.



Authorised Signatory

Making a Claim

If **You** need to make a claim:

- Check **Your** Policy Wording and **Your Schedule** to see if **You** are covered.
- Give immediate notice to the Police in respect of any theft, attempted theft, malicious damage or vandalism/riot and obtain an incident number.
- Do all **You** reasonably can to get back any lost or stolen property and tell **Us** without unnecessary delay if any property is later returned to **You**.
- Let **Us** know if **You** receive any information or communication about the event or cause.
- Make no admission of liability, offer or make payment without **Our** written consent.
- Comply with the Claims Conditions in the General Conditions section of this Policy Wording.

To report a claim, please contact:

Telephone Number: +44 (0) 1732 520270

E-mail address: new.claims@woodgate-clark.co.uk

Complaints Procedure

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim, **You** should in the first instance contact the insurance advisor who arranged this **Policy** for **You**.

If **You** wish to make a complaint about the sales process or suitability of **Your Policy**, **You** should contact the insurance advisor who arranged this **Policy** for **You**.

If **Your** complaint is about the handling of **Your** claim, please contact **Our** claims representatives:

Woodgate and Clark Limited

Address:	42 Kings Hill Avenue, West Malling, Kent, ME19 4AJ
Telephone:	+44 (0) 1732 520273
Out of office hours:	+44 (0) 1732 520270
Email:	new.claims@woodgate-clark.co.uk

If **Your** complaint relates to any other matter, **You** should contact Commercial Express Quotes Limited, details below, who will try to resolve **Your** complaint.

Address: The Compliance Manager, Commercial Express, B1 Custom House, The Waterfront, Level Street, Brierley Hill, DY5 1XH
Phone: +44 (0)1384 473021
Email: complaints@commercialexpress.co.uk

A copy of Commercial Express' complaints procedure can be viewed at <https://www.commercialexpress.co.uk/complaints>. Alternatively, a copy can be provided on request.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Complaints at Lloyd's. Their address is:

Complaints Department, Market Services, Lloyd's, One Lime Street, London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225

Email: Complaints@Lloyds.com Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square, London E14 9SR

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

This does not affect **Your** right to take legal action if necessary.

Definitions

Leisure Home means the property as shown in **Your Schedule** plus: awnings, external steps, balconies, decking, toilet tents and portable toilets, fixtures and fittings, aerials, drains, pipes, cables, water tanks and other similar leisure home attachments.

Contents means clothes, personal articles people normally wear or carry, electrical equipment, bedding, household linen and luggage, utensils, furniture and furnishings that are not fitted to the **Leisure Home**, which **You** or **Your Family** own, including but not limited to free standing furniture, clothing, barbeques, luggage, lawnmowers and gardening equipment, valuables and general household goods, including TV's, radios, video or DVD recorders, computers and hi-fi systems whilst contained in or about the **Leisure Home** and/or adjacent locked storage.

Contents does not include:

- a) Any single item worth more than £1,500.
- b) Property where more specific insurance is in place.
- c) Ride-on and mechanically propelled lawnmowers.
- d) Any living creature.
- e) Motor Vehicles
- f) Jewellery, gold, silver, watches and articles of precious metals.
- g) Photographic, optical equipment and camcorders.
- h) Furs
- i) Works of art, curios, stamps, coins and other collections.
- j) **Money**
- k) Securities or documents of any kind.
- l) Any item insured under any other insurance policy.
- m) Contact, corneal or micro corneal lenses.
- n) Sports equipment or pedal cycles

Damage/Damaged loss of or damage to the **Leisure Home** and/or **Contents**.

Endorsement means a change in the terms and conditions of this **Policy** that is displayed in the **Schedule**.

Excess means the first part of any claim for loss or damage for which **You** are responsible.

Family means **Your** spouse/partner, children (including foster children), parents and other relatives and friends using the **Leisure Home** with **Your** permission.

Fees means fees which have to be paid to repair or replace the **Leisure Home** other than costs which **You** incur to submit a claim under this **Policy**.

Flood means:

- The escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal, quarry, or dam.
- Inundation from the sea
- Flood resulting from storm or any other peril, other than escape of water from fixed water tanks, apparatus, or pipes.

Garden furniture means patio tables, heaters, parasols and barbeques.

Geographical Limits means United Kingdom, the Channel Islands or the Isle of Man

Heave means upward movement of the ground beneath the **Leisure Home** as a result of the soil expanding.

Insured Event means A claim **You** have made under a section of this **Policy** for which **We** have agreed to provide cover.

Landslip means Downward movement of sloping ground.

Malicious Damage by Guests means **Damage** deliberately caused by lodgers or paying guests to **Your Leisure Home**.

Definitions (Continued)

Market Value means the value of the **Leisure Home** taking into account its type, age, wear and tear, and general condition in the open market at the time of the loss, and in the event of a total loss taking into account fees and associated costs.

Money means current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, travellers cheques, postal and money orders, premium bonds, luncheon vouchers, telephone cards, season travel tickets and gift tokens.

New for old means the cost of replacing the **Leisure Home** with its new equivalent in the event of a total loss taking into account **Fees** and associated costs.

Policy means the entirety of the **Policy**, the **Schedule** and/or any endorsements or amendments (whether or not such endorsements or amendments are agreed prior to the **Policy** of insurance coming into force or at any time thereafter). All references to the terms, conditions and exclusions of the **Policy** shall be construed as referring to the entire **Policy**.

Period of Insurance means the period of insurance specified in the **Schedule**

Schedule means the document detailing the policyholder and the extent of cover provided under the **Policy**.

Subsidence means the Downward movement of the ground beneath the **Leisure Home** where the movement is unconnected with the weight of the **Leisure Home**.

Sum Insured/Limit of Indemnity means the sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items insured.

Unoccupied means when the **Leisure Home** has not been slept in for a period in excess of 48 consecutive hours or when **Your Leisure Home's** site is closed.

We/Us/Underwriters means Canopus Managing Agents Limited, Syndicate 4444 at Lloyd's

You/Your/Insured means the Insured Person(s) or entity named in the **Schedule**.

General Conditions

Reasonable care

You must keep **Your Leisure Home** and **Contents** in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are underway, **You** must tell **Us** immediately and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of **Your Leisure Home**, including all locks and alarm systems, are kept in working order and are working whenever **You**, or a paying guest are not occupying the **Leisure Home**. If **You** do not comply with this, **We** will not pay a claim for loss or damage resulting from illegal entry or exit.

Other insurance

If when any claim arises there is any other insurance in force covering the same matter, **We** will only pay our rateable proportion.

Winterisation Condition

Between the period of 1st November to 31st March inclusive, if **Your Leisure Home** is left without an occupant for more than 48 hours **You** must either:

- Empty all water tanks by leaving both hot and cold taps fully open with plugs removed throughout **Your Leisure Home**; and
- Ensure all internal doors remain open throughout the **Leisure Home**; and
- Drain down the entire water system in accordance with the manufacturer's instructions, unless **Your Leisure Home** has a sealed heating system containing antifreeze and the antifreeze levels are checked both annually and prior to any period of unoccupancy.

Or

- Ensure that the **Leisure Home** benefits from a heating system (other than night storage heaters), that is fitted with automatic controls and a separate thermostat; and
- Ensure the heating system is set to operate for 24 hours of each day that is not controlled by a timing device and the thermostat set to maintain a minimum temperature of 15 degrees Celsius in the **Leisure Home** at all times during this period; and
- Ensure all internal doors remain open throughout the **Leisure Home**.

Or

- Ensure that the heating system (other than night storage heaters) is additionally fitted with a frost stat that is designed and installed to override all the heating controls, and set to maintain a minimum temperature of no less than 4 degrees Celsius; and
- Ensure all internal doors remain open throughout the **Leisure Home**.

If **You** fail to comply with this condition, **We** may not pay **Your** claim or any payment could be reduced, in respect of loss or **Damage** resulting from escape of water or oil from any fixed domestic water or heating installation or water freezing in any fixed domestic water or heating installation.

Change Notification

You must tell us as soon as possible about any changes in the information **You** have provided to **Us** which is recorded in the statement of insurance **We** have provided **You** with. **We** will tell **You** if such change affects **Your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**. If **You** do not inform **Us** about a change, it may affect any claim **You** make or could result in **Your** insurance being invalid.

Hire Purchase and Leasing

If the **Leisure Home** is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the **Leisure Home** will normally be made to the legal owner of the **Leisure Home**, where known by **Us**.

General Conditions (Continued)

Instalments/Direct Debit

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.

The declared value of Your Leisure Home

If **Your Schedule** states the basis of claims settlement for **Your Leisure Home** is **New for Old** cover, then the **Leisure Home Sum Insured** stated in **Your Schedule** must represent: The value of a brand new **Leisure Home** of the same make and model as **Your** existing **Leisure Home** plus all the associated costs of replacing the **Leisure Home**. These costs include the clearance and removal of the damaged **Leisure Home** and re-siting the new leisure home.

If the amount shown on **Your Schedule** represents less than 100% of the **New for Old** value of **Your Leisure Home**, then **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Leisure Home** shown on **Your Schedule** only represents 50% of the **New for Old** value then **We** will not pay more than 50% of **Your** claim(s).

If **Your Schedule** states the basis of claims settlement for **Your Leisure Home** is **Market Value**, then the **Leisure Home Sum Insured** in **Your Schedule** must represent: The value of a replacement model of **Your Leisure Home** taking into account any depreciation in value of **Your Leisure Home** due to its age and wear and tear, plus all the associated costs of replacing the **Leisure Home**. These costs include the clearance and removal of the damaged **Leisure Home** and re-siting of the new leisure home.

If the amount shown on **Your Schedule** represents less than 100% of the **Market Value** of **Your Leisure Home**, **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Leisure Home** shown on **Your Schedule** only represents 50% of the **Market Value** then **We** will not pay more than 50% of **Your** claim(s).

The declared value of Your Contents

The **Sum Insured** for **Contents** in **Your Schedule** must represent:

- The current replacement costs as new for all items other than for clothes and household linen; and
- The current cost as new less an appropriate allowance for wear and tear for clothes and household linen

You must notify **Us** as soon as possible when the value of **Your Contents** exceeds the amount shown in **Your Schedule**. If the amount shown on **Your Schedule** represents less than 100% of the full value of **Your Contents**, **We** will only be able to settle claim(s) at the percentage **You** are insured for.

For example, if the value of **Your Contents** shown on **Your Schedule** only represents 50% of the full value then **We** will not pay more than 50% of **Your** claim(s).

Your Cancellation Rights

You may cancel this insurance within 14 days of the day **You** purchase this insurance or the day on which **You** receive the policy wording, whichever is the later by contacting Commercial Express Quotes Limited via **Your** insurance advisor.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **You** cancel this insurance outside the 14-day cooling off period, there will be an additional charge of 15% of the total premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

Notice of cancellation should be provided to Commercial Express Quotes Limited via **Your** Insurance advisor.

General Conditions (Continued)

Our Cancellation Rights

We may cancel this insurance by giving **You** 30 days' notice in writing where there is a valid reason for doing so. **We** will refund the part of **Your** premium which applies to the remaining **Period of Insurance** providing **You** have not made a claim.

Commercial Express Quotes Limited will send **Our** cancellation letter to the address shown on the **Schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **We** have been unable to collect a premium payment, and this has not been rectified by **You** within the time period given.
- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us** or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests. In this case **We** may issue a cancellation letter and will cancel **Your Policy** if **You** fail to co-operate with **Us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **We** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

Sanctions Limitation

You agree that any cover, the payment of any claim and any benefit provided under **Your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **Us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until **We** are no longer exposed to any sanction, prohibition or restriction.

Section 1 – Leisure Home Insurance

We will insure **Your Leisure Home** up to the **Sum Insured** whilst sited at the location on **Your Policy Schedule** during the **Period of Insurance** for the events described below.

What is covered	What is not covered
Insured Events	
1. Fire and smoke, earthquake, lightning, explosion and aircraft and other flying objects or anything dropped from them.	<ul style="list-style-type: none"> Loss or Damage caused by or consisting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under Your control. The amount of Excess shown in the Schedule.
2. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	<ul style="list-style-type: none"> Loss or Damage arising from confiscation, requisition or destruction by order of the government or any public authority. The amount of Excess shown in the Schedule.
3. Malicious acts or vandalism	<ul style="list-style-type: none"> Loss or Damage caused by You, Your Family, or paying guests and holidaymakers. The amount of Excess shown in the Schedule.
4. Being hit by any vehicle (including goods falling from them), train or animal.	<ul style="list-style-type: none"> Loss or Damage caused by pets. Loss or Damage caused to: <ul style="list-style-type: none"> Paths or drives by the weight of any vehicle; or Roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway). The amount of Excess shown in the Schedule.
5. Storm or Flood .	<ul style="list-style-type: none"> Loss or Damage: <ul style="list-style-type: none"> Attributable solely to a change in the water table level. Caused by frost. To fences, gates and hedges. To swimming pools, tennis courts, squash courts, greenhouses and wooden outbuildings. Loss or Damage caused by Subsidence, Heave or Landslip. (Subsidence, Heave or Landslip caused by storm or Flood would be considered under the insured event 6 subject to the exclusions and Excess applicable to that section). The amount of Excess shown in the Schedule.

Section 1 – Leisure Home Insurance (Continued)

What is covered	What is not covered
Insured Events	
6. Subsidence or Heave of the site on which Your Leisure Home stand, or Landslip .	<ul style="list-style-type: none"> Loss or Damage caused by or resulting from the Settlement or movement of made up ground or coastal or river or watercourse erosion. Loss or Damage caused by faulty design, workmanship or material. Loss or Damage caused by demolition of or alterations or repairs to the Leisure Home. Loss or Damage caused by solid floor slabs moving, unless the foundations beneath the outside walls of the Leisure Home are Damaged at the same time and by the same cause. Loss or Damage to walls, gates, fences, terraces, patios, paths, drives, footpaths, walls, hedges, swimming pools, tennis courts & squash courts or service tanks unless the Leisure Home were Damaged at the same time and by the same cause. Loss or Damage which originated prior to the inception of this cover. We will not pay for normal Settlement or bedding down of new structures. The amount of Excess shown in the Schedule.
7. Theft or attempted theft.	<ul style="list-style-type: none"> Loss or Damage: <ul style="list-style-type: none"> Caused by a person authorised to be in Your Leisure Home. Caused to the Leisure Home unless accompanied with forcible and violent entry into or exit from the Leisure Home. The amount of Excess shown in the Schedule.
8. Escape of water or oil from any tank, apparatus, washing machine, dishwasher or pipe.	<ul style="list-style-type: none"> Loss or Damage while the Leisure Home is Unoccupied. Loss or Damage caused by Subsidence, Heave or Landslip. (Subsidence, Heave or Landslip caused by storm or Flood would be considered under the insured event 6 subject to the exclusions and Excess applicable to that section). The amount of Excess shown in the Schedule.
9. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> Loss or Damage while the Leisure Home is Unoccupied. The amount of Excess shown in the Schedule.

Section 1 – Leisure Home Insurance (Continued)

What is covered	What is not covered
Insured Events	
<p>10. Falling trees or branches, telegraph poles, pylons, Aerials or lampposts.</p>	<ul style="list-style-type: none"> Loss or Damage: <ul style="list-style-type: none"> To hedges, fences and gates. Caused by cutting down, felling, lopping or trimming trees or branches. Arising from the weight of any vehicle. The cost of cutting down all or part of a fallen tree or taking it away, unless the fallen tree has Damaged the Leisure Home. The amount of Excess shown in the Schedule.
<p>11. Loss of Hiring Charges & Alternative Accommodation</p> <p>In the event of Your Leisure Home being rendered unusable following an Insured Event under this Section, We will pay:</p> <ul style="list-style-type: none"> For the loss of hire charges for bookings made prior to the Damage, subject to You maintaining a record of all bookings, agreed hiring charges, expenses incurred and deposits paid. <p>For the expenses reasonably incurred for the hire of a leisure home or alternate accommodation.</p>	<ul style="list-style-type: none"> Any amount over 20% of the Sum Insured under this Section. The amount of Excess shown in the Schedule.
<p>12. Metered Water Costs.</p> <p>We will pay for the costs of metered water following Damage caused by an Insured Event to Your Leisure Home's domestic water or heating system.</p>	<ul style="list-style-type: none"> Any amount over £1,000 for any one claim.
<p>13. Damage Caused by the Emergency Services</p> <p>We will pay for Damage caused by fire, ambulance or police services if they have to make a forced entry to the Leisure Home while responding to a potential danger to the Leisure Home or injury to persons.</p>	<ul style="list-style-type: none"> Any amount over £1,000 for any one claim.
<p>14. Trace & Access</p> <p>We will pay You the costs necessarily incurred by You in locating the source and subsequently making good any Damage resulting from:</p> <ul style="list-style-type: none"> The escape of water from any tank, apparatus or pipe serving the Leisure Home. <p>Accidental Damage to cables, underground pipes and drains serving the Leisure Home.</p>	<ul style="list-style-type: none"> The amount of Excess shown in the Schedule. Any amount over £2,500 for any one claim. Loss or Damage while the Leisure Home is Unoccupied

Section 1 – Leisure Home Insurance (Continued)

What is covered	What is not covered
Insured Events	
<p>15. Loss or theft of keys We will pay for the cost of replacing external door locks after the loss of keys due to:</p> <ul style="list-style-type: none"> • Theft from the Leisure Home, or from Your home. • Theft following hold-up when the keys are in the personal custody of You or any family member • Circumstances where there is reasonable evidence that the keys have been duplicated by an unauthorised person. 	<ul style="list-style-type: none"> • Any amount over £250 for any one claim. • Loss of keys or theft of keys caused by paying guests/holidaymakers.
<p>16. Accidental Damage We will pay for Accidental Damage to Your Leisure Home</p>	<ul style="list-style-type: none"> • We will not pay for faulty or defective design materials or workmanship, inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear, tear, or frost. • Loss or Damage caused by collapse or cracking of the Leisure Home. • We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, or scratching. • We will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information. • We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers. • We will not pay for mechanical or electrical breakdown or failure of machinery or equipment. • Loss or Damage to underground pipes or cables for which You are not legally responsible. • Loss or Damage caused by any paying guest, unless this cover is shown as selected in the Schedule. • Loss or Damage caused by coastal or river bank erosion. • Loss or Damage caused by or arising from manufacturing defects, depreciation, weathering, wear and tear, gradual deterioration, ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, insects moths or vermin, rust corrosion fungus or woodworm or the process of dyeing, cleaning, washing, maintenance, dismantling altering or repair (but this exclusion shall not exclude subsequent Damage which is otherwise not excluded). • The amount of Excess shown in the Schedule

Section 1 – Leisure Home Insurance (Continued)

What is covered	What is not covered
Insured Events	
<p>17. Accidental Damage to Underground Cables, Pipes and Tanks</p> <p>We will pay You for accidental Damage to underground cables, pipes, drains and tanks servicing the Leisure Home for which You are legally responsible.</p>	<ul style="list-style-type: none"> Loss or Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. Loss or Damage for which You are not legally responsible. Loss or Damage to any part of the pipe or cable above the ground-level.

Section 1 – Leisure Home Insurance Optional Extension

The following will only be covered if it shows **Malicious Damage Caused by Guests** is included in **Your Policy Schedule**.

What is covered	What is not covered
Insured Events	
Malicious Damage Caused by Guests	<ul style="list-style-type: none"> The amount of Excess shown in the Schedule. Any amount over £5,000 for any Period of Insurance.

Basis of Settlement

How **We** will deal with **Your** claim.

New For Old Cover

If the Basis of Claims Settlement specified in **Your Schedule** states **New For Old Cover**, **We** will either:

- Pay the cost of repair without deduction for wear and tear
- Pay for replacement a new for the same make and model or the nearest equivalent if **Your Leisure Home** is **Damaged** beyond economic repair or is stolen and not recovered

The maximum **We** will pay in respect of **Damage** to the **Leisure Home** is the **Sum Insured** shown in the **Schedule**.

Market Value Cover

If the Basis of Claims Settlement specified in **Your Schedule** states **Market Value**, **We** will either:

- Pay the cost of repair without deduction for wear and tear; or
- Pay **You** the **Market Value** of **Your Leisure Home**, if **Your Leisure Home** is **Damaged** beyond economic repair or is stolen and not recovered.

The maximum **We** will pay in respect of **Damage** to the **Leisure Home** is the **Sum Insured** shown in the **Schedule**.

Obsolete parts

Where a claim results in the **Leisure Home** needing new parts or accessories which are found to be obsolete or unobtainable **Our** liability will be limited to the last known list price of the part or accessory required, together with appropriate fitting charge.

Section 1 – Leisure Home Insurance (Continued)

Matching Parts

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Section 2 – Contents Insurance

We will insure **Your Contents** at **Your Leisure Home** up to the **Sum Insured** whilst sited at the location on **Your Policy Schedule** during the **Period of Insurance** for the events described below.

What is covered	What is not covered
Insured Events	
1. Fire and smoke, earthquake, lightning, explosion and aircraft and other flying objects or anything dropped from them.	<ul style="list-style-type: none"> Loss or Damage caused by or consisting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under Your control. The amount of Excess shown in the Schedule.
2. Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.	<ul style="list-style-type: none"> Loss or Damage arising from confiscation, requisition or destruction by order of the government or any public authority The amount of Excess shown in the Schedule.
3. Malicious acts or vandalism	<ul style="list-style-type: none"> Loss or Damage caused by You, Your Family, or paying guests/holidaymakers. The amount of Excess shown in the Schedule.
4. Being hit by any vehicle (including goods falling from them), train or animal.	<ul style="list-style-type: none"> Loss or Damage caused by pets. The amount of Excess shown in the Schedule.
5. Storm or Flood .	<ul style="list-style-type: none"> Loss or Damage: <ul style="list-style-type: none"> a. Attributable solely to a change in the water table level. b. Caused by frost. The amount of Excess shown in the Schedule.
6. Theft or attempted theft.	<ul style="list-style-type: none"> Any loss or Damage caused by a person authorised to be in Your Leisure Home. Theft or attempted theft, unless accompanied with forcible and violent entry into or exit from the Leisure Home, storage containers or outbuildings. The amount of Excess shown in the Schedule. Any amount in excess of £500 for any one claim for Contents in locked storage containers or locked outbuildings at Your Leisure Home.
7. Subsidence or Heave of the site on which Your Leisure Home stand, or Landslip .	<ul style="list-style-type: none"> Loss or Damage caused by: <ul style="list-style-type: none"> Coastal or river erosion; Settlement; Faulty design, workmanship or materials. Loss or Damage caused by construction work or repairing, demolishing or alterations to Your Leisure Home.

Section 2 – Contents Insurance (Continued)

What is covered	What is not covered
Insured Events	
8. Escape of water or oil from any tank, apparatus, washing machine, dishwasher or pipe.	<ul style="list-style-type: none"> Loss or Damage while the Leisure Home is Unoccupied. Loss or Damage caused by Subsidence, Heave or Landslip. (Subsidence, Heave or Landslip caused by storm or Flood would be considered under the insured event 7 subject to the exclusions and Excess applicable to that section). Loss or Damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies. The amount of Excess shown in the Schedule.
9. Falling trees or branches, telegraph poles, pylons, Aerials or lampposts.	<ul style="list-style-type: none"> The amount of Excess shown in the Schedule.
10. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> The amount of Excess shown in the Schedule.
11. Garden Furniture in the Open Loss or Damage to Garden Furniture outside the Leisure Home but within the boundaries of Your Leisure Home plot.	<ul style="list-style-type: none"> Any amount over £500 per claim. Loss or Damage caused by storm or Flood. Loss or Damage while the Leisure Home is Unoccupied. The amount of Excess shown in the Schedule.
12. Freezer Contents. We will pay for food the costs of food in Your freezer or refrigerator at Your Leisure Home that is made unfit for human consumption due to: <ul style="list-style-type: none"> A rise or fall in temperature Contamination by refrigerant or refrigerant fumes.	<ul style="list-style-type: none"> Loss or Damage to food if the freezer or refrigerator is older than 15 years old. Loss or Damage to food held or used for commercial purposes. Loss or Damage arising from the deliberate cutting off of the power supply. Any amount over £250 per claim. The amount of Excess shown in the Schedule.
13. Accidental Damage We will pay for Accidental Damage to Your Contents .	<ul style="list-style-type: none"> We will not pay for faulty or defective design materials or workmanship, inherent vice (a quality in property that causes it to damage or destroy itself), gradual deterioration, wear, tear, or frost. We will not pay for Damage caused by collapse or cracking of the Leisure Home. We will not pay for disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

Section 2 – Contents Insurance (Continued)

<p>13.Accidental Damage (Continued)</p> <p>We will pay for Accidental Damage to Your Contents.</p>	<ul style="list-style-type: none"> • We will not pay for corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, Loss of weight, contamination, change in colour, flavour, texture or finish, vermin, insects, or scratching. • We will not pay for Damage caused to televisions and their aerials, digital receivers, radios, computers and ancillary equipment in the process of cleaning, maintenance, repair and dismantling. • We will not pay for cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes or pipes, nipple leakage and or the failure of welds of boilers. • We will not pay for mechanical or electrical breakdown or failure of machinery or equipment. • We will not pay for bursting, overflowing, discharging, or leaking, of water tanks, apparatus, or pipes occurring whilst the whole of the Leisure Home is Unoccupied . • Loss or Damage caused by coastal or river bank erosion. • Loss or Damage caused by any paying guest, unless this cover is shown as selected in the Schedule. • Loss or Damage caused by domestic pets. • Loss or Damage caused by or arising from deception by persons claiming to be a buyer or a buying or selling agent • Loss or Damage to any sports equipment or pedal cycles • Loss or Damage to guns caused by rusting or bursting of barrels. • The amount of Excess shown in the Schedule
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Section 2 – Contents Insurance Optional Extension

The following will only be covered if it shows **Malicious Damage Caused by Guests** is included in **Your Policy Schedule**.

What is covered	What is not covered
Insured Events	
Malicious Damage Caused by Guests	<ul style="list-style-type: none"> • The amount of Excess shown in the Schedule. • Any amount over £5,000 for any Period of Insurance.

Section 2 – Contents Insurance (Continued)

Basis of Settlement

How **We** will deal with **Your** claim.

We will either:

- Pay the cost of repair without deduction for wear and tear, unless the item(s) of **Contents** are clothes or household linen
- Pay for replacement the same make and model or the nearest equivalent if **Your** item of **Content(s)**, are **Damaged** beyond economic repair or are stolen and not recovered

The maximum **We** will pay in respect of **Damage** to the **Contents** is the **Sum Insured** shown in the **Schedule**.

Matching Parts

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Section 3 – Public Liability Insurance

What is covered	We will not pay for your legal liability:
<p>We will cover You up to the amount specified in Your Schedule, in respect of amounts You become legally liable to pay following death, bodily injury or Damage to property arising from one event or all events of a series consequent on one original cause happening during the Period of Insurance caused by or through Your use of the Leisure Home.</p> <p>In addition, costs and expenses of defending litigation incurred with our written consent in respect of any claim against You which may be the subject of compensation under this insurance.</p> <p>If any person insured under the Policy dies, the personal representative will be entitled to the cover provided under this section.</p>	<ul style="list-style-type: none"> • Death or bodily injury, loss or Damage occurring while the Leisure Home is being transported or towed by a motor vehicle that is attached to or becomes detached from a motor vehicle. • Death or bodily injury to You, any person that lives with You, any member of Your immediate Family, Your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with You. • Loss or Damage to any property owned, held in trust, in the charge of or under the control of You, any person that lives with You, any member of Your immediate Family, Your agent or licensee, any person in the course of their employment or under a contract of service or apprenticeship with You. • Any event which results from Your deliberate act or omission and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission. • Injury, loss or Damage caused by or in connection with or arising out of the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle, aircraft, hovercraft or watercraft. • Liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or other compulsory road traffic act legislation. • Any liability assumed by You by a contract or agreement entered into by You and which would not have attached in the absence of such agreement. • Liability arising from the ownership or possession of an animal included under the Dangerous Dogs Act 1991 or any amending Legislation. • Liability arising from the Leisure Home being used for any trade or business purpose. • The amount of Excess shown in the Schedule.

Section 4 – Pedal Cycle Insurance

The following will only be covered if it shows Pedal Cycles is included in **Your Policy Schedule**.

What is covered	What is not covered
Insured Events	
<p>Pedal cycles which are usually kept at Your Leisure Home up to the Sums Insured in Your Schedule, against loss or Damage anywhere within the Geographical Limits.</p>	<ul style="list-style-type: none"> • The amount of Excess shown in the Schedule. • We will not pay for Damage caused by corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, texture or finish, vermin, insects, moths, vermin or scratching. • We will not pay for Damage caused to pedal cycles in the process of cleaning, maintenance, repair and dismantling. • We will not pay for mechanical or electrical breakdown. • We will not pay for Damage caused by or arising from deception by persons claiming to be a buyer or a buying or selling agent • Loss or Damage to any pedal cycles whilst in use. • Loss or Damage to any pedal cycle that is on hire or used for non-private reasons. • Loss or Damage to pedal cycle spare parts or accessories, unless the pedal cycle is stolen or Damaged at the same time. • We will not pay for any pedal cycle valued over £500 due to theft or disappearance whilst kept in vehicles unattended and without an authorised occupant. • Loss or Damage to pedal cycles whilst left away from Your Leisure Home and unattended, unless the pedal cycle(s) are locked to a permanent structure by a proprietary cycle lock or kept in a locked building. • For any single item valued more than £1,000.

Basis of Settlement

How **We** will deal with **Your** claim.

We will either:

- Pay the cost of repair without deduction for wear and tear.
- Pay for replacement the same make and model or the nearest equivalent if **Your** pedal cycles are **Damaged** beyond economic repair or are stolen and not recovered

Section 4 – Pedal Cycle Insurance (Continued)

The declared value of Your pedal cycle(s)

The **Sum Insured** for pedal cycles in **Your Schedule** must represent:

- The current replacement costs as new.

You must notify **Us** as soon as possible when the value of **Your** pedal cycles exceeds the amount shown in **Your Schedule**. If the amount shown on **Your Schedule** represents less than 100% of the full value of **Your** pedal cycles, **We** will only be able to settle claim(s) at the percentage **You** are insured for.

For example, if the value of **Your** pedal cycles shown on **Your Schedule** only represents 50% of the full value then **We** will not pay more than 50% of **Your** claim(s).

Limit of insurance

We will not pay:

- For more than the **Sums Insured** specified in **Your Schedule**; or
- For any pedal cycle valued more than £1,000.

Section 5 – Sports Equipment Insurance

The following will only be covered if it shows Sports Equipment is included in **Your Policy Schedule**.

What is covered	What is not covered
Insured Events	
Sports Equipment which is usually kept at Your Leisure Home up to the Sums Insured in Your Schedule , against loss or Damage anywhere within the Geographical Limits .	<ul style="list-style-type: none"> • The amount of Excess shown in the Schedule. • We will not pay for Damage cause by corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour, texture or finish, vermin, insects, moths, vermin or scratching. • We will not pay for Damage caused to sports equipment in the process of cleaning, maintenance, repair and dismantling. • We will not pay for mechanical or electrical breakdown. • We will not pay for Damage caused by or arising from deception by persons claiming to be a buyer or a buying or selling agent • Loss or Damage to any sports equipment whilst in use. • Loss or Damage to any sports equipment that is on hire or used for non-private reasons. • Loss or Damage to sports equipment spare parts or accessories, unless the sports equipment is stolen or Damaged at the same time. • We will not pay for anything over £500 due to theft or disappearance of sports equipment kept in vehicles unattended and without an authorised occupant. . • We will not pay for any single item valued more than £1,000.

Basis of Settlement

How **We** will deal with **Your** claim.

We will either:

- Pay the cost of repair without deduction for wear and tear.
- Pay for replacement the same make and model or the nearest equivalent if **Your** sports equipment is **Damaged** beyond economic repair or are stolen and not recovered

Section 5 – Sports Equipment Insurance (Continued)

The declared value of Your sports equipment

The **Sum Insured** for sports equipment in **Your Schedule** must represent:

- The current replacement costs as new.

You must notify **Us** as soon as possible when the value of **Your** sports equipment exceeds the amount shown in **Your Schedule**. If the amount shown on **Your Schedule** represents less than 100% of the full value of **Your** sports equipment, **We** will only be able to settle claim(s) at the percentage **You** are insured for.

For example, if the value of **Your** sports equipment shown on **Your Schedule** only represents 50% of the full value then **We** will not pay more than 50% of **Your** claim(s).

Limit of insurance

We will not pay:

- For more than the **Sums Insured** specified in **Your Schedule**; or
- For any sports equipment valued more than £1,000.

General Exclusions

This **Policy** is subject to the following exclusion clauses:

Asbestos Exclusion clause

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Contamination and Pollution Exclusion clause

This insurance shall not cover any loss or **Damage** or liability due to contamination, soot, deposit, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This Exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils;

- i) Fire, lightning, explosion, impact of aircraft
- ii) vehicle impact, sonic boom
- iii) accidental escape of water from any tank, apparatus or pipe
- iv) riot, civil commotion, malicious damage
- v) storm, hail
- vi) flood inundation
- vii) earthquake
- viii) landslide, subsidence
- ix) pressure of snow, avalanche
- x) volcanic eruption

Property Cyber and Data Exclusion

This **Policy** excludes any:

1. **Cyber Loss;**
 - 1.1 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss** or **Data**, replaces that wording.

Definitions

Cyber Loss

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

Cyber Act

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

General Exclusions (Continued)

Cyber Incident

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

Computer System

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned

and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Insured** or any other party.

Data

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

Communicable Disease Exclusion

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.1 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

Institute Radioactive Contamination and Nuclear Assemblies Exclusion clause

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith:

In no case shall this insurance cover loss or destruction of or damage to any property whatsoever, or any loss or expense, any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

General Exclusions (Continued)

- ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Micro-Organism Exclusion Clause

This insurance does not cover any loss, **Damage**, claim cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

- i) any physical loss or **Damage** to insured property
- ii) any **Damage** or cause whether or not contributing concurrently or in any sequence
- iii) any loss of use occupancy or functionality
- iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

Nuclear Energy Risks Exclusion Clause

This **Policy** shall exclude Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy** Nuclear Energy Risks shall be defined as all first party and or third-party insurances in respect of;

- i) nuclear reactors and nuclear power stations or plant
- ii) any other premises or facilities whatsoever related to or concerned with:
 - a) the production of nuclear energy or
 - b) the production or storage or handling of nuclear fuel or nuclear waste

any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Sonic Bangs

The insurance by this **Policy** does not cover **Damage** caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism Exclusion

Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto it is agreed that this **Policy** excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, arising out of 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.

For the purpose of this Exclusion an act of Terrorism means an act, including but not limited to use of force or violence and/or the threat thereof, of any person or group(s) 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.

This exclusion also excludes loss, **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.

General Exclusions (Continued)

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War and Civil War Exclusion clause

Notwithstanding anything to the contrary contained herein this **Policy** does not cover loss or **Damage** directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage** to property by or under the order of any government or public or local authority.