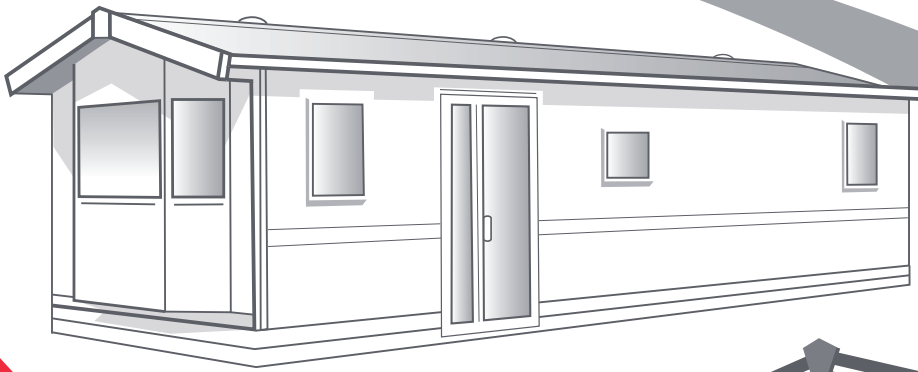


# FreeTime Leisure Home Policy



I N S U R A N C E   F O R   Y O U R   L E I S U R E

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# Important Claims Contact Details

Customer Care

Our Service Commitment To **You**

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

If **You** have any questions or concerns about **Your Policy** **You** should contact **Your Insurance Adviser**.

If **Your** question or concern is regarding **Your** claim, please contact either **Your Insurance Adviser** or the Leisure Claims Team at:

**Davies Group – Leisure Home Claims**  
**Box 2801**  
**Stoke on Trent**  
**ST4 9DN**

**Telephone: 0330 123 0821**  
**Email: [leisure.newclaims@davies-group.com](mailto:leisure.newclaims@davies-group.com)**

Please have **Your Policy** number or claim reference number to hand when telephoning and please ensure that **You** quote it on all correspondence.

In all cases, please report claims as soon as possible so that **Your Insurers** can take any action necessary. Please see Section 8 – Claims Condition page 31 for the steps of how to make a claim.

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# Welcome and introduction

Dear Sir / Madam,

We would like to take this opportunity to welcome **You** as a Policyholder.

This booklet explains the terms of **Your** insurance contract between **You** and **Your Insurers**.

This booklet, **Your Schedule** and any **Endorsements** noted thereon make up **Your Policy** which is evidence of the contract of insurance. The contract of insurance is for the period stated in **Your Schedule** for which **Your Insurers** have accepted **Your Premium**.

Please read this booklet carefully, as it is important that **You** understand the cover **Your Policy** provides. This booklet is designed to be clear and concise and important words, which have been highlighted in bold, have been defined for further clarity in the 'Definitions' section on pages 8 - 10. **Your Insurers** have also provided guidance on what to do and what not to do in the event of a claim in Section 8 – Claims Condition page 31.

**Your Policy** is divided into a number of sections and each section tells **You** what **Your Insurers** will and will not pay for. To find out which sections are in force please check **Your Schedule**, this also tells **You** the **Policy** limits applicable for each section.

**Your Schedule** also contains important information about **Your** cover and **You** should read it with this booklet. If **You** find that the cover is not suitable for **You** or that there is anything **You** do not understand please contact **Your Insurance Adviser** as soon as possible.

Thank you for choosing us.



Tony Harris – Head of Marine & Leisure  
KGM Underwriting Services Limited

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# Your Policy - Contract of insurance

Unless amended by **Endorsement** in **Your Schedule**, **Your Insurers** will provide cover for **Your** legal liabilities and **Your Insured Property** against loss, damage or theft caused by a defined **Peril** and provide **You** and **Your Family** with a personal **Accident** benefit for incidents which occur within the **Territorial Limits** noted in **Your Schedule**, during the **Period of Insurance** for which **Your Insurers** have accepted **Your Premium**.

This cover is subject always to the terms and conditions of **Your Policy** and **Your Schedule**.

## Several liability clause

The subscribing insurers' obligation under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurers who for any reason does not satisfy all or part of its obligations.

**Your Insurers** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**Your Insurers** Firm Reference Number(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## Cooling off period

**You** may cancel this **Policy** within 14 days from the date **You** bought it or the date **You** received **Your Policy** documents (whichever is the later) by contacting **Your Insurance Adviser**. **Your Insurers** will give **You** a full refund of any **Premium** **You** have paid provided **You** have not made and are not intending to make a claim and no incident likely to give rise to a claim has occurred.

To cancel **Your Policy** outside of the cooling off period, refer to Section 7 - General Policy Conditions page 28

## Information Your Insurers need to know

**You** must provide complete and accurate answers to the questions **Your Insurance Adviser** or **Your Insurers** ask to the best of **Your** knowledge when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Your Insurance Adviser** or **Your Insurers** about changes relevant to this **Policy**. See also Section 7 - General Policy Conditions.

## The Contracts (rights of Third Parties) Act 1999 Clarification clause

A person who is not directly involved with this insurance has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. However this does not affect any other rights they may have.

## Index Linking

If **Your Schedule** shows that **You** have selected claims settlement on a **New for Old** basis the **Sum Insured** under Section 1 - Your Leisure Home and Contents, **Your Policy** will be adjusted monthly in line with the Government's General Index of Retail Prices or another appropriate index.

**Your Insurers** will not charge **You** any extra **Premium** for any monthly increase in **Sums Insured**. However, whenever **You** renew this insurance **Your Insurers** will work out the **Premium** using the new **Sums Insured**. If the index falls below zero, **Your Insurers** will not reduce the **Sum Insured**.

### Data Protection Notice

This Data Protection Notice explains what personal information is collected and how this is used. It tells **You** about the registers and databases that **KGM** and others have in place that help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance. In accepting this insurance it will be understood that **You** have read and accepted the terms of this Data Protection Notice.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**KGM** will process **Your** details in accordance with the Data Protection Act and/or other applicable legislation in force.

**You** are entitled to receive a copy of the information **KGM** hold about **You**. If **You** require a copy of **Your** data or have any questions please contact:

**The Compliance Officer  
KGM Underwriting Services Ltd  
2nd Floor  
St James House  
27-43 Eastern Road  
Romford  
Essex  
RM1 3NH  
E-Mail: DPO@KGMUS.co.uk**

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

**Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Tel: 0303 123 1113 or 01625 54 57 45  
E- mail: mail@ico.gsi.gov.uk**

### Your Data

It is necessary to collect **Your** personal data so that **KGM** or **Your Insurers** can assess/administrate the terms of **Your Policy**, claims or losses.

Personal data includes:

- Contact Data
- Profile Data
- Sensitive Personal Data
- Correspondence Data

## Your Policy - Contract of insurance continued.

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Please be aware that only where relevant **KGM** use and may share **Your** details with approved partner service providers/professional advisers including those that operate, process or share data outside of the European Economic Area and suitable safeguards are in place to ensure data is secure for purposes including but not limited to:

- Underwriting
- Fraud Prevention
- Claims Management
- Complaints Handling
- Electronic Licensing
- Continuous Insurance Enforcement
- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services aimed at reducing the level of uninsured driving

Any organisations or bodies **KGM** share **Your** data with will only use **Your** data for the purposes set out in our Privacy Policy which can be viewed on our website at ([www.kgminsurance.co.uk](http://www.kgminsurance.co.uk)). A paper version is also available upon request.

Before sharing **Your** data with any third party, **KGM** will ensure that the third party has the appropriate technical and organisation measures in place to protect **Your** data.

Please see the Privacy Policy for details of **Your** rights not covered more specifically in this notice.

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# Definitions

Certain words shown below have a specific meaning. Whenever they are shown in bold in **Your Policy** they will have that meaning.

- **Accident(s) / Accidental:** Damage caused by external means which is sudden, unexpected and not deliberate.
- **Bodily Injury:** An identifiable physical injury to an insured person's body, caused directly and solely by an **Accident** and independently of illness, or disease or any other cause (except illness directly resulting from that physical injury) which results in an insured person's death or disability within twelve (12) months of the date of the **Accident**.
- **Contents:** Household goods, **Personal Belongings**, and other property all belonging to or the responsibility of **You** and **Your Family** and contained in **Your Leisure Home** or in the open within the boundaries of the **Land** belonging to **Your Leisure Home**.

The term **Contents** does not include:

- Property more specifically insured by this or any other policy.
  - Motor Vehicles (other than domestic gardening machines) caravans, watercraft, aircraft and their accessories.
  - Animals.
  - Securities and documents of any kind.
  - Permanent fixtures and fittings.
  - **Valuables, Personal Belongings, Money and Credit Cards** held for any professional or business purposes, other than the letting of **Your Leisure Home** or reward
- **Endorsement:** A written record of any alteration **Your Insurers** agree to make to **Your Policy** that is shown in **Your Schedule**.
  - **Excess:** The first part of any claim which **You** must pay. The amount of **Excess** will be shown in **Your Policy Schedule** or by any **Endorsement** which may subsequently be issued to **You**.
  - **Insurance Adviser:** The insurance agent, broker or adviser through whom **You** have arranged this **Policy**.
  - **Insured Property:** The property shown in **Your Schedule** and defined in **Your Policy**.
  - **Insurer(s):** Lloyd's Syndicate 4444 managed by Canopus Managing Agents Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
  - **KGM:** KGM Underwriting Services Limited are the administrators of **Your Policy** on behalf of **Your Insurers**. KGM Underwriting Services Limited are authorised & regulated by the Financial Conduct Authority, No: 799643. Registered in England & Wales, No: 10581020. Registered Office: 2nd Floor St James House, 27-43 Eastern Road, Romford, Essex, RM1 3NH.
  - **Land:** The plot on which **Your Leisure Home** is located as defined in **Your** site agreement and shown in **Your Policy Schedule**.



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■ **Leisure Home:** Your Static Caravan, Chalet, Lodge, Log Cabin, Twin Unit or Holiday Home as described in **Your Policy Schedule** its:

- Fixture, fittings and equipment supplied with the **Leisure Home**;
- Domestic outbuildings, garages, porches, sheds and fixed storage chests;
- Sewer tanks, pipes, cables, solar panels, radio and TV aerials and satellite receiving aerials and masts;
- Steps, balconies, decking, verandas, patios, paths drives, terraces, walls, hedges, gates and fences;
- Hot tubs excluding soft tubs;

All contained within the **Land** of **Your Leisure Home**, which belongs to **You** or for which **You** are responsible.

■ **Loss of Limbs:** Loss by physical severance of an arm or leg at or above the wrist or ankle or the total and permanent loss of use of an entire arm, hand, leg or foot.

■ **Loss of Sight:** The permanent and total loss of sight which **Your Insurers** consider as having happened: in both eyes if **You, Your Family** or guests name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or in one eye if, after correction, the degree of sight **You, Your Family** or guests has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

■ **Market Value:** The value of **Your Leisure Home** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss. The value of **Your Contents** taking into account an amount for wear and tear.

■ **Money and Credit Cards:** Cash, cash cards, credit cards, cheque cards, charge cards, currency or bank notes, stamps, travel tickets, travelers cheques, passport, deeds, documents, business books, bonds or securities.

■ **New for Old:** The cost of replacing **Your Leisure Home** with a new one of the same make and model or its nearest equivalent. The cost of replacing or repairing **Your Contents**.

■ **Permanent Total Disability: Bodily Injury** which entirely prevents **You, Your Family** or guests from attending to any business or occupation for which **You** are reasonably suited by training, education or experience. Occupation means any trade, profession or type of work undertaken for profit or pay. It is not a specific job with a particular employer and does not take account of location or availability. A medical practitioner must reasonably expect that the disability will last at least fifty two (52) weeks and be beyond any hope of improvement.

If a child – this means **Bodily Injury** which completely prevents **You, Your Family** or guests from being in full-time education for fifty two (52) continuous weeks and which, at the end of that period, shows no signs of ever improving and leaves **You** without the prospect of being able to do any paid work or of being able to support yourself financially.

■ **Peril:** The cause of the loss or damage.

■ **Personal Belongings:** Property which is normally worn or carried on or about the person and that is not part of **Your Leisure Home**, contact lenses, spectacles, sports equipment, portable video or photographic equipment, mobile phones, e-readers, laptops, tablets, portable computer hardware or software, binoculars, telescopes, pedal cycles and games consoles but excluding **Valuables** and **Money and Credit Cards**.

- 
- **Period of Insurance:** The period for which this insurance is valid as shown in **Your Policy Schedule**.
  - **Policy:** This booklet, **Your Schedule** and any applicable **Endorsements** noted thereon.
  - **Premium:** The amount of money that **You** pay and **Your Insurers** accept for this insurance.
  - **Risk Address:** The address of **Your Leisure Home**, as stated in **Your Policy Schedule**.
  - **Schedule:** The document which names **You** as the policyholder and sets out specific details of **Your** insurance cover. **Your Policy Schedule** will be replaced whenever **You** make any changes to the **Policy**.
  - **Sum(s) Insured:** The sum insured shown in **Your Policy Schedule**.
  - **Territorial Limits:** The geographical areas as shown in **Your Policy Schedule**.
  - **United Kingdom:** England, Scotland, Wales, Northern Island, Isle of Man and the Channel Islands.
  - **Total Loss:** When **Your Leisure Home, Contents, Valuables** or **Personal Belongings** are completely lost, destroyed or damaged so that it can no longer be used as intended or if the cost of recovery and / or repairs is more than the value of **Your Leisure Home, Contents, Valuables** or **Personal Belongings**.
  - **Unoccupied:** When **Your Leisure Home** has not been slept in for a period in excess of forty eight (48) consecutive hours or when **Your Leisure Home** site is closed or when **Your Leisure Home** is not furnished for immediate use.
  - **Valuables:** Jewellery, gold, silver , precious metals (including, gold, silver, gold and silver plated articles), clocks and watches, coin, china, glass, porcelain, medal and stamp collections, antiques, pictures and works of art, furs.
  - **Wilful and Deliberate acts:** A deliberate or planned action that is actively undertaken that causes loss or damage. This includes malicious acts and / or vandalism.
  - **You, Your:** The person(s) named on **Your Schedule**.
  - **Your Family:** **Your** spouse, partner or **Your** immediate family consisting of children, parents, brothers and sisters.

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# Section 1 – Your Leisure Home and Contents

This section only applies to **Your Insured Property** which is shown in **Your Schedule** with a **Sum Insured**.

If shown in **Your Schedule** the following limits apply if a **Sum Insured** is shown against the item in **Your Schedule**:

- **Personal Belongings** up to a maximum of 10% of the **Contents Sums insured** or £1,500 whichever is less, with a maximum value for unspecified **Personal Belongings** of £500 for any one item and pedal cycles up to £250 for any one pedal cycle.
- **Contents of Your Leisure Home** (excluding **Money and Credit Cards** and **Personal Belongings**) in the open but within the boundaries of the **Land** up to £350
- **Valuables** are excluded under **Your Policy**

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule**, **Your Insurers** will only insure **Your Insured Property** at the **Risk Address** and within the **Land** shown in **Your Schedule** for loss or damage directly caused by one or more of the following defined **Perils**:

**Your Insurers** will cover **You** for:

- 1.1 fire, lightning, explosion, smoke or earthquake
- 1.2 aircraft and other flying devices or items dropped from them
- 1.3 storm, flood, weight of snow
- 1.4 escape of water, escape of liquid petroleum gas (LPG), escape of oil.
  - i) escape from fixed water tanks, apparatus, pipes, washing machines, dishwashers or freezers
  - ii) frost damage to fixed water tanks, apparatus, pipes or interior fixed domestic heating installations

**Your Insurers** will not pay for:

- 1.1.1 loss or damage caused by repeated exposure or any gradually operating cause.
- 1.3.1 loss or damage to domestic fixed fuel-tanks in the open, drives, patios and terraces, gates, fences and hedges and property in the open;
- 1.3.2 loss or damage caused to hedges, gates and fences, hot tubs by ground water rising;
- 1.3.3 damage caused by frost.
- 1.4.1 loss or damage caused by subsidence, heave or landslip other than as covered under 1.9 below and;
- 1.4.2 loss or damage whilst **Your Leisure Home** is **Unoccupied** during the period 1st November until 31st March and:
  - a) the park is closed unless:
    - i) the water has been turned off at the mains and all equipment fully drained down;
  - or
  - b) during the period the park remains open the following conditions apply:
    - i) the water is turned off at the mains stopcock, all taps left open and plug holes left unobstructed; or

**Your Insurers will cover You for:**

1.5 theft or attempted theft

1.6 collision by any vehicle or animal

1.7 any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

1.8 wilful and deliberate acts

**Your Insurers will not pay for:**

- ii) an automatically operating central heating system is used to maintain a minimum temperature of 15 degrees with **Your Leisure Home** at all times.

1.4.3 damage to the installation or appliance itself.

1.5.1 theft or attempted theft

- 1.5.1.1 whilst **Your Leisure Home** is **Unoccupied** unless involving forcible or violent entry to or exit from **Your Leisure Home**;
- 1.5.1.2 whilst **Your Leisure Home** is let out for hire and reward unless **Endorsement 3- Hiring or letting out of Your Leisure Home** is shown in **Your Schedule** and the loss or damage follows a violent and forcible entry;
- 1.5.1.3 whilst **Your Leisure Home** is lent to **Your Family** or friends unless the loss or damage follows a violent and forcible entry;
- 1.5.1.4 loss or damage caused by **You, Your Family**, any tenant or person lawfully on the premises;
- 1.5.1.5 loss by deception unless deception is only used to gain entry to **Your Leisure Home**;
- 1.5.1.6 loss of **Money and Credit Cards**
- 1.5.1.7 loss or damage to **Personal Belongings** away from **Your Leisure Home**.

1.6.1 loss or damage caused by any tenant or person lawfully on the premises;

1.6.2 damage caused by domestic pets or insects.

1.7.1 loss or damage whilst **Your Leisure Home** is not furnished for immediate use;

1.7.2 loss or damage unless the loss or damage follows a violent and forcible entry;

1.7.3 loss or damage caused by **You, Your Family**, any tenant or person lawfully on the premises.

1.8.1 loss or damage caused by persons lawfully in **Your Leisure Home**;

1.8.2 loss of or damage to **Your Leisure Home, Contents, Personal Belongings** arising from any **Wilful and Deliberate acts** or with the connivance of, any hirer, occupant or user of **Your Leisure Home** or any employee or agent of **You or Your Family**, unless **Endorsement 4 - Wilful and Deliberate acts** whilst **Your Leisure Home** is hired out or let is shown in **Your Schedule**.



**Your Insurers will cover You for:**

**Your Insurers will not pay for:**

- 1.11.4 **Your Leisure Home** moving, collapsing or cracking;
- 1.11.5 damage while **Your Leisure Home** is being altered or extended;
- 1.11.6 damage to any outbuildings and garages which are not constructed of brick, stone or concrete with a slate, tile or concrete roof;
- 1.11.7 damage while **Your Leisure Home** is let out for hire and reward unless **Endorsement 3 - Hiring or letting out of Your Leisure Home** is shown in **Your Schedule**;
- 1.11.8 the cost of general maintenance;
- 1.11.9 damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost;
- 1.11.10 damage caused by chewing, tearing, scratching or fouling by animals or damage caused by insects, vermin or infestation;
- 1.11.11 damage caused by faulty or unsuitable materials, or design or poor workmanship
- 1.11.12 damage from mechanical or electrical faults or breakdown;
- 1.11.13 damage caused by dryness, dampness, extremes of temperature or exposure to light;
- 1.11.14 loss or damage to **Personal Belongings** away from **Your Leisure Home**;
- 1.11.15 damage to hot tubs, drives, patios and terraces, walls, gates, fences and fuel tanks;
- 1.11.16 damage caused by or contributed to by or arising from any kind of pollution and/or contamination;
- 1.11.17 damage whilst **Your Leisure Home** is not furnished for immediate use;
- 1.11.18 damage or deterioration of any article caused by dyeing, cleaning, repair or renovation of the item, or whilst it is being worked upon;
- 1.11.19 deterioration of food.
- 1.11.20 loss of or damage to **Personal Belongings** over £500 for any one item unless they are noted separately in **Your Schedule** or by **Endorsement**;

## Section 1 – Your Leisure Home and Contents continued.

### Your Insurers will cover You for:

- 1.12 the cost of repair or replacement following **Accidental** damage to:
- i) fixed glass and double glazing (including the cost of replacing frames);
  - ii) solar panels;
  - iii) sanitary ware;
  - iv) ceramic hobs;
- all forming part of **Your Leisure Home**.
- 1.13 loss or damage caused by the breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.
- 1.14 the cost of repairing **Accidental** damage to:
- i) domestic oil pipes;
  - ii) underground water-supply pipes;
  - iii) underground sewers, drains and septic tanks;
  - iv) underground gas pipes;
  - v) underground cables for which **You** are legally liable.
- 1.15 temporary removal:  
if not insured already **Your Contents** are covered whilst they are temporarily out of **Your Leisure Home** against **Accidental** loss or damage directly caused by:
- i) any of the events insured under 1.1 to 1.11 above:
    - a) in **Your** occupied private dwelling;
    - b) in any storage facility;

### Your Insurers will not pay for:

- 1.12.1 damage whilst **Your Leisure Home** is not furnished for immediate use;
- 1.12.2 damage while **Your Leisure Home** is let out for hire and reward unless **Endorsement 3 - Hiring or letting out of Your Leisure Home** is shown in **Your Schedule**.
- 1.13.1 loss or damage to the actual radio and television aerials, satellite dishes and their fitting and masts.
- 1.14.1 damage caused by rust or corrosion;
- 1.14.2 damage caused whilst clearing or attempting to clear a blockage;
- 1.14.3 damage whilst **Your Leisure Home** is not furnished for immediate use;
- 1.14.4 damage due to a fault or limit of design, manufacture, construction or installation.
- 1.14.5 damage caused by chewing, tearing, scratching or fouling by animals or damage caused by insects, vermin or infestation.
- 1.15.1 **Your Contents** outside the **United Kingdom**;
- 1.15.2 **Money and Credit Cards** and **Valuables**;
- 1.15.3 no more than 20% of the **Sum Insured** for **Your Contents** in a storage facility.



## Section 1 – Your Leisure Home and Contents continued.

### Your Insurers will cover You for:

- 1.16 additional costs:  
expenses **You** have to pay and which **Your Insurers** have agreed in writing in advance for:
- i) architects', surveyors', consulting engineers' and legal fees;
  - ii) re-siting, reconnection and delivery;
  - iii) the cost of removing debris and making safe **Your Leisure Home**;
  - iv) costs **You** have to pay in order to comply with any Government or local authority requirements;
- following loss or damage to **Your Leisure Home** which is covered under Section 1 – Your Leisure Home and Contents
- 1.17 loss of metered water, domestic heating oil and liquefied petroleum gas:  
increased domestic metered water and oil charges **You** have to pay following an escape of water or oil which gives rise to a claim accepted by **Your Insurer**.
- 1.18 trace and access:  
the cost of finding the source of an escape of water, liquid petroleum gas (LPG) or escape of oil from any fixed water tanks, fixed oil tanks, apparatus or pipes following loss or damage to **Your Leisure Home** which is covered under Section 1 – Your Leisure Home and Contents.
- 1.19 emergency access:  
loss or damage to **Your Leisure Home** caused by forced access by the fire, police or ambulance service as a result of an emergency or to prevent damage **Your Leisure Home**.
- 1.20 garden cover:  
The cost of re-landscaping **Your** garden following **Accidental** loss or damage caused by fire, lightning, earthquake, explosion, damage by aircraft, vehicles or animals, malicious persons, riot, theft or attempted theft.

### Your Insurers will not pay for:

- 1.16.1 any expenses for preparing a claim under this or any other insurance or an estimate of loss or damage;
- 1.16.2 any costs if Government or local authority requirements have been served on **You** before the loss or damage occurred.
- 1.17.1 more than £1,000 for any one claim.
- 1.18.1 more than £2,500 for any one claim.
- 1.19.1 more than £1,000 for any one claim.
- 1.20.1 more than £750 to re landscape **Your** garden in total;
- 1.20.2 more than £50 for any one tree shrub or plant;
- 1.20.3 loss or damage to items not within the **Land of Your Leisure Home**;
- 1.20.4 loss or damage caused by **You** or **Your Family** or any person lawfully in **Your Leisure Home**;
- 1.20.5 loss or damage caused by theft or attempted theft whilst **Your Leisure Home** is not furnished for immediate use.



## Section 1 – Your Leisure Home and Contents continued.

### Your Insurers will cover You for:

- 1.21 theft or loss of keys:  
the reasonable costs of replacing the external door locks to **Your Leisure Home** if **Your** keys are stolen or lost.
- 1.22 freezer **Contents**:  
the contents of frozen food cabinet(s) or domestic refrigerator(s) against deterioration or decomposition due to a change in temperature following:
  - i) breakdown of the refrigeration machinery;
  - ii) failure of the public electricity or gas supply;
  - iii) the action of refrigeration fumes escaping from the equipment;
  - iv) the blowing of domestic fuses.

### Your Insurers will not pay for:

- 1.21.1 more than £250 any one claim.
- 1.22.1 the deliberate act of any electricity or gas supply authority or the exercise by any such authority of its power to withhold or restrict supply;
- 1.22.2 failure of the electricity or gas supply due to any strikes or any other withdrawal of labour by employees or any electricity or gas authority;
- 1.22.3 frozen food cabinets or refrigerators greater than 10 years old;
- 1.22.4 more than £250 any one claim.

## EXCLUSIONS

The following exclusions apply to the whole of Section 1 – Your Leisure Home and Contents

### Your Insurers will not pay for:

- 1.23 the amount of the **Excess** as shown in **Your Schedule**;
- 1.24 any loss or damage caused outside of the **Land** of **Your Leisure Home** as shown in **Your Schedule** except where expressly allowed in 1.15 above;
- 1.25 any loss or damage whilst **Your Leisure Home** is let out for hire and reward unless **Endorsement 3** - Hiring or letting out of Your Leisure Home is shown in **Your Schedule**;
- 1.26 loss of value of **Your Insured Property** because of age and use;
- 1.27 loss of value of **Your Insured Property** after it has been repaired;
- 1.28 any previous damage that is not repaired or any unsettled theft claim in the event of a **Total Loss**;
- 1.29 any personal expenses **You** pay because of loss of or damage to **Your Insured Property**, unless **Your Insurers** have agreed in advance;
- 1.30 loss of or damage to **Valuables**;
- 1.31 loss or damage to motorised vehicles or waterborne craft or their accessories unless they are shown separately in **Your Schedule** or by **Endorsement**;

## CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 1 – Your Leisure Home and Contents.

How **Your Insurers** deal with **Your** claim under Section 1 - Your Leisure Home and Contents.

- 1.37 The basis of claims settlement will depend on the level of cover **You** have selected, when **Your Leisure Home** was purchased and the amount **You** have insured **Your Leisure Home** for. **Your Policy Schedule** will show whether **Your** basis of claims settlement will be **Market Value** or **New For Old**.
- 1.37.1 If **You** have selected the **New For Old** cover option, **You** must provide **Your Insurers** with an up to date and accurate brand new value for **Your Leisure Home** and **Contents** when **You** first take out **Your Policy** and each time it renews. Should **Your Leisure Home** be damaged beyond economic repair, where the repair costs are more than **Your Insurer** would have to pay for a new **Leisure Home**, **Your Insurers** will provide **You** with a new or equivalent value replacement **Leisure Home** and **Contents** or pay the cash equivalent at **Your Insurers** discretion provided the **Sum Insured** represents the full replacement value as new, at the time of the loss or damage. Any available discount will be taken into account in the settlement amount. If **Your Sum Insured** does not represent the full replacement value as new, at the time of the loss or damage, the cover under **Your Policy** will revert to **Market Value** cover.
- 1.37.2 If **You** have selected the **Market Value** cover option, **Your Leisure Home** and **Contents** will be replaced with the cash equivalent based on its **Market Value** at the time of the loss.
- 1.38 If **Your** claim for loss or damage is covered under Section 1- Your Leisure Home and Contents, **Your Insurers** will pay the full cost of repair as long as:
- 1.38.1 **Your Leisure Home** was in a good state of repair immediately prior to the loss or damage and;
- 1.38.2 the **Sum Insured** is enough to pay for the full cost of rebuilding/replacing **Your Leisure Home** in their present form.
- 1.39 If **Your Leisure Home** was not in a good state of repair prior to the loss **Your Insurers** may deduct an amount from **Your** claim to reflect the difference in the value of **Your Leisure Home** in a good state of repair and the value of **Your Leisure Home** in disrepair.
- 1.40 **Your Insurers** will not pay the cost of replacing or repairing any undamaged parts of the **Your Leisure Home** 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 to a specific part.
- 1.41 In respect of any one claim for **Personal Belongings**, **Your Insurers** will not pay more than £500 any one item unless such item is shown in **Your Schedule** with a **Sum Insured** shown against it.
- 1.42 **Your Sums Insured**
- 1.42.1 **Your Insurers** will not reduce the **Sum Insured** under Section 1 - Your Leisure Home and Contents after **Your Insurers** have paid a claim as long as **You** agree to carry out **Your Insurers** recommendations to prevent further loss or damage.
- 1.42.2 If **You** are under-insured, which means the full replacement cost at the time of loss or damage is more than **Your Sum Insured** for **Your Leisure Home**, then **Your Insurers** will only pay a proportion of the claim. For example if **Your Sum Insured** only covers one half of the cost of rebuilding **Your Leisure Home**, **Your Insurers** will only pay one half of the cost of repair or replacement.

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# Section 2 – Accidents to Domestic Staff

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule Your Insurers** will insure **You** if shown as 'Insured' in **Your Schedule**.

**Your Insurers** will cover **Your** legal liability:

- 2.1 for amounts **You** become legally liable to pay, including costs and expenses which **Your Insurers** have agreed in writing in advance, for **Bodily Injury** by **Accident** happening during the **Period of Insurance** anywhere in the world to **Your** domestic staff employed in connection with **Your Leisure Home** shown in **Your Schedule**.

**Your Insurers** will not pay for **Your** legal liability:

- 2.1.1 for **Bodily Injury** arising directly or indirectly;
  - 2.1.1.1 from the use of any vehicle outside the **Leisure Home**;
  - 2.1.1.2 from any vehicle used for racing, pace making or speed testing;
  - 2.1.1.3 from any communicable disease or condition;
  - 2.1.1.4 in Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the **Period of Insurance**;
  - 2.1.1.5 from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.

## CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 2 – Accidents to Domestic Staff.

How **Your Insurers** deal with **Your** claim under Section 2 – Accidents to Domestic Staff.

- 2.2 **Your Insurers** will not pay more than £5,000,000 for any one **Accident** or series of **Accidents** arising out of any one event, plus the costs and expenses which **Your Insurers** have agreed in writing in advance.

# Section 3 – Legal Liability to the Public

This section only applies if Section 1 – Your Leisure Home and Contents is shown as 'Insured' in **Your Schedule**.

3.1 applies in the following way if:

**Your Leisure Home** is shown as 'Insured' in **Your Schedule** only, **Your** legal liability as owner is covered under 3.1 i) below only.

**Your Leisure Home** and **Your Contents** are shown as 'Insured', **Your** legal liability as owner or occupier is covered under 3.1 i) and 3.1 ii) below.

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule** **Your Insurers** will insure **You** if shown as 'Insured' in **Your Schedule**.

**Your Insurers** will cover **Your** legal liability:

3.1 i) as owner or occupier up to the amounts shown in **Your Schedule** for any amounts **You** become legally liable to pay as damages for:  
a) **Bodily Injury**;  
b) damage to property;  
caused by an **Accident** happening at the **Leisure Home** during the **Period of Insurance**.

Or

3.1.ii) as a private individual for any amounts **You** become legally liable to pay as damages for  
a) **Bodily Injury**;  
b) damage to property;  
caused by an **Accident** happening anywhere in the world during the **Period of Insurance**.

**Your Insurers** will not pay for **Your** legal liability:

- 3.1.1 for **Bodily Injury** to:
  - 3.1.1.1 **You**;
  - 3.1.1.2 any other **Your Family** and/or guests member of **Your Leisure Home**;
  - 3.1.1.3 any person who at the time of sustaining such injury is employed by **You**;
- 3.1.2 for **Bodily Injury** arising directly or indirectly from any communicable disease or condition;
- 3.1.3 arising out of any criminal or violent act to another person or property;
- 3.1.4 for damage to property owned by or in the charge or control of:
  - 3.1.4.1 **You**;
  - 3.1.4.2 any other **Your Family** and/or guests member of **Your Leisure Home**;
  - 3.1.4.3 any person engaged in **Your** service;
- 3.1.5 in Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the **Period of Insurance**;
- 3.1.6 arising directly or indirectly out of any profession, occupation, business or employment of **Yours**;
- 3.1.7 which is **Your** legal liability by having entered into a contract and which would not otherwise be covered;

**Your Insurers** will cover **Your** legal liability:

- 3.2 **Your Insurers** will pay for amounts which **You** have been awarded by a court in the **United Kingdom** and which still remain outstanding three (3) months after the award has been made provided that:
- i) 3.1.ii) of this section would have paid on **Your** behalf had the award been made against **You** rather than to **You**;
  - ii) there is no appeal pending;
  - iii) **You** agree to allow **Your Insurers** to enforce any right which **Your Insurers** will become entitled to upon making payment.

**Your Insurers** will not pay for **Your** legal liability:

- 3.1.8 arising out of **Your** ownership, possession or use of:
- 3.1.8.1 any motorised or horse drawn vehicle other than:
    - i) domestic gardening equipment used within **Your Leisure Home**;
    - and
    - ii) domestic pedestrian controlled gardening equipment;
  - 3.1.8.2 any power-operated lift other than stairlifts;
  - 3.1.8.3 any aircraft or watercraft other than stand up paddle boards, rowing boats, punts or canoes;
  - 3.1.8.4 any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation;
- 3.1.9 in respect of any kind of pollution and/or contamination unless it is:
- 3.1.9.1 caused by an **Accident** which happens in its entirety at a specific moment of time during the **Period of Insurance** at the **Leisure Home** shown in **Your Schedule**
- and
- 3.1.9.2 reported to **Your Insurers** no later than thirty (30) days from the end of the **Period of Insurance**;
- 3.1.10 arising out of **Your** ownership, occupation, possession or use of any land or building that is not within **Your Leisure Home Land**.
- 3.1.11 **Your Insurers** will not pay more than £1,000,000.

## Section 3 – Legal Liability to the Public continued.

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**Your Insurers** will cover **Your** legal liability:

- 3.3 **Your Insurers** will pay any amount **You** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **Leisure Home** previously owned and occupied by **You**.

**Your Insurers** will not pay for **Your** legal liability:

### CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 3 – Legal Liability to the Public  
How **Your Insurers** deal with **Your** claim under Section 3 – Legal Liability to the Public.

- 3.4 no more than £5,000,000 in all, in respect of pollution and/or contamination.
- 3.5 in respect of other liability covered under Section 3- Legal Liability to the Public - no more than £5,000,000 in total for 3.1,3.2 and 3.3 for any one **Accident** or series of **Accidents** arising out of any one event, plus the costs and expenses which **Your Insurers** have agreed in writing in advance.

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# Section 4 – Loss of Use and Hiring Charges

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** shown in **Your Schedule Your Insurers** will insure **You** or **Your Family** shown as 'Insured' in **Your Schedule**.

## Your Insurers will pay:

- 4.1 alternative accommodation and loss of rent:
- i) the reasonable costs of **Your** temporary accommodation;
  - ii) loss of rent payable to **You**;
  - iii) ground rent or rates which continue;
  - iv) payable to **You** as a result of damage caused by any of the **Perils** 1.1 to 1.11 to property in the boundaries of **Your Leisure Home** preventing or hindering the use of **Your Leisure Home** or access to it if **Endorsement 3 - Hiring or letting out of Your Leisure Home** is shown in **Your Schedule**.

## Your Insurers will not pay:

- 4.1.1 more than 20% of the total **Sum Insured** for **Your Leisure Home** and **Your Leisure Home Contents**;
- 4.1.2 for a period exceeding thirty (30) days unless amended by **Endorsement**;
- 4.1.3 for food and/or drink;
- 4.1.4 any claims for loss of hiring charges 3.1 ii) unless **Endorsement 3 - Hiring or letting out of Your Leisure Home**
- 4.1.5 any loss of rent payable unless at the time of the incident that gave rise to the damage there was a signed agreement in place.

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# Section 5 – Personal Accident

Subject to the terms and conditions contained within **Your Policy** and any **Endorsements** noted in **Your Schedule Your Insurers** will insure **You** and **Your Family** or guests if this section is shown as “Insured” in **Your Schedule**.

## **Your Insurers will pay:**

- 5.1 a benefit as shown in 5.2 below for **You** and **Your Family** or guests for **Accidental** death or **Accidental** injury while **You** or they are within **Your Leisure Home**

## **Your Insurers will not pay:**

- 5.1.1 for anybody aged over seventy (70) at the time of the incident;
- 5.1.2 if death, **Loss of Limbs**, **Loss of Sight** or **Permanent Total Disability** happens more than fifty two (52) weeks from the date of the incident which caused the injury;
- 5.1.3 **You, Your Family** or guests compensation under more than one of the categories shown in 5.2 and 5.3 below for the same incident;
- 5.1.4 **You, Your Family** or guests benefit if **You, Your Family** or guests are paid compensation under Section 3 – Legal Liability to the Public of **Your Policy** in relation to the same incident;
- 5.1.5 any benefit or medical expense for death, disablement or injury resulting from:
- 5.1.5.1 incidents occurring while **Your Leisure Home** is used for any purpose other than **Your** own private and pleasure;
  - 5.1.5.2 suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life);
  - 5.1.5.3 the influence of intoxicating liquor or drugs (other than drugs taken under medical supervision but not for the treatment of drug addiction);
  - 5.1.5.4 any **Wilful and Deliberate acts** by **You, Your Family** or guests in an attempt to self-harm;
  - 5.1.5.5 **You, Your Family** or guests participating in racing of any kind;
  - 5.1.5.6 **You, or Your Family** or guests participating in a criminal act;
  - 5.1.5.7 the use of power driven wood or metal working machinery except portable tools applied by hand;
  - 5.1.5.8 Pregnancy or childbirth;
  - 5.1.5.9 Sickness or disease not resulting from **Accidental** injury.



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## CLAIMS LIMITATIONS

The following Claims Limitations apply to the whole of Section 5 – Personal Accident.

The amount **Your Insurers** will pay under Section 5

- 5.2 The benefits payable for ages 16 - 70 for the cover applicable to 5.1 above are:
  - 5.2.1 £20,000 for death;
  - 5.2.2 £20,000 for the **Loss of Limbs**;
  - 5.2.3 £20,000 for the total **Loss of Sight**;
  - 5.2.4 £20,000 for **Permanent Total Disability**;
  - 5.2.5 **Your Insurers** will not pay more than £60,000 in any one **Period of Insurance**.
  
- 5.3 The benefits payable for ages under 16 for the cover applicable to 5.1 above are:
  - 5.3.1 £1,000 for death;
  - 5.3.2 £1,000 for the **Loss of Limbs**;
  - 5.3.3 £1,000 for the total **Loss of Sight**;
  - 5.3.4 £1,000 for **Permanent Total Disability**;
  - 5.3.5 **Your Insurers** will not pay more than £5,000 in any one **Period of Insurance**.

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# Section 6 – General Policy Exclusions

The following exclusions apply to the whole of Your Policy. You are not covered for any loss, damage, liability or injury directly or indirectly caused by or contributed to or arising from:

## 6.1 War Exclusion

Your Insurers will not pay for any loss or damage or liability 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 **Insured Property** by or under the order of any government or public or local authority.

## 6.2 Radioactive Contamination and Nuclear Assemblies Exclusion

Your Insurers will not pay for:

- 6.2.1 loss or destruction of or damage to any of **Your Insured Property** whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 6.2.2 any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - i) ionising radiations 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.

## 6.3 Sonic bangs

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

## 6.4 Seizure or Confiscation

Your Insurers will not pay for any loss or damage to any property caused during seizure of or confiscation or attempts at either of these by Customs or other authorities.

## 6.5 Data Exclusion Clause

Your Insurers will not pay for:

- 6.5.1 loss or damage to any property whatsoever, or any loss or expenses whatsoever; or
- 6.5.2 any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from;

- i) computer viruses, erasure or corruption of electronic data; or
- ii) the failure of any equipment to correctly recognise the time or date or change of time or date;

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

**6.6 Riots and Civil Commotion**

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

**6.7 Wear and Tear**

**Your Insurers** will not pay for damage caused by wear and tear or any other gradually operating cause.

**6.8 Loss of Value**

**Your Insurers** will not pay for any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.

**6.9 Non-standard use of Your Leisure Home**

unless it is shown in **Your Schedule** or amended by **Endorsement You** are not insured if **You** use **Your Leisure Home**:

6.9.1 as **Your** main or permanent residence.

6.9.2 hiring or letting out

6.9.3 for anything except **Your** own private and pleasure purposes;

**6.10 Liability Under Contract**

any liability which arises only because **You** have entered into a contract which makes **You** legally liable.

**6.11 Loss or damage not associated with the Incident**

any loss, damage or liability that is not directly associated with the incident that caused **You** to claim, except where that loss or damage is expressly included within this insurance.

**6.12 Cyber Attack**

6.12.1 Subject only to clause 6.12.2 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to, by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

6.12.2 Where this **Policy** covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, clause 6.12.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and / or guidance system and / or firing mechanism of any weapon or missile.

**6.13 Sanction Limitation and Exclusion**

**Your Insurers** shall not be deemed to provide any cover and shall not be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Your Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

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# Section 7 – General Policy Conditions

**You must comply with the following conditions to have the full protection of Your Policy. If You do not comply with them Your Insurers may cancel Your Policy or refuse to handle Your claim or reduce the amount of any claim payment.**

## 7.1 Your duty of care

### 7.1.1 Information Your Insurers and Your Insurance Adviser need to know:

**You** must provide complete and accurate answers, to the best of **Your** knowledge, to the questions **Your Insurers** and **Your Insurance Adviser** ask when **You** take out, make changes to or renew **Your Policy**. **Your Policy** may not be valid or may not cover **You** fully if the information provided by **You** is not complete and accurate or if **You** do not tell **Your Insurers** and **Your Insurance Adviser** about any changes.

**You** must let **Your Insurers** and **Your Insurance Advisers** know if there are any changes to the information set out in **Your Schedule**. **You** must also tell **Your Insurers** and **Your Insurance Advisers** within fourteen (14) days in the event of any of the following:

- i) Any additional people to be insured or any insured person to be taken off the **Policy**;
- ii) Any criminal convictions for any of the people insured or to be insured;
- iii) Any change in **Your Leisure Home's** location;
- iv) Any change to **Your Leisure Home's** original specification;
- v) Any modifications to **Your Leisure Home**;
- vi) Any change affecting ownership of **Your Leisure Home**;
- vii) Any change in the way that **Your Leisure Home** is used (to include any change from private and pleasure use to hiring or letting out).

**If You do not take reasonable care at inception and during the Period of Insurance to provide accurate information, including written records and / or copies of any letters, reports and / or valuations, Your Insurers may:**

- a) cancel **Your Policy** and refuse to pay any claim; or
- b) pay only part of **Your** claim; or
- c) charge **You** a revised **Premium**; or
- d) change the **Excess**; or
- e) change the extent of the cover provided by **Your Policy**.

### 7.1.2 **Your Insurers** will only provide the insurance described in **Your Policy** if anyone claiming under **Your Policy** has met all the relevant conditions. These are:

- i) **You** must take all necessary steps to maintain and keep **Your Leisure Home's, Contents and Personal Belongings** in a proper state of repair;
- ii) **You** must take all necessary steps to protect **Your Insured Property** from theft, loss or damage;
- iii) in the event of an incident likely to give rise to a claim under **Your Policy** **You** must take all necessary actions to minimise and prevent further theft, loss or damage;

## 7.2 Fraudulent claims

**You** must not act in a fraudulent manner.

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

- 7.2.1.1 make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect; or
- 7.2.1.2 make a statement in support of a claim knowing the statement to be false in any respect; or
- 7.2.1.3 submit a document in support of a claim knowing the document to be forged or false in any respect; or
- 7.2.1.4 make a claim in any respect of any theft, loss or damage caused by **You**, **Your Family** or guests **Wilful and Deliberate acts** or with **Your** connivance;

### 7.2.2 **Your Insurer** may:

- 7.2.2.1 not pay the claim;
- 7.2.2.2 declare the **Policy** void and retain the **Premium**;
- 7.2.2.3 inform the police.

## 7.3 Cancellation

Cancellation conditions:

### 7.3.1 If **You** wish to cancel **Your Policy**:

- 7.3.1.1 If **You** find **Your Policy** does not meet **Your** requirements, **You** may cancel **Your Policy** within the first fourteen (14) days of **You** buying this insurance or within fourteen (14) days of when **You** receive **Your Policy** documents whichever is later. **Your Insurers** will provide a full refund of the **Premium** paid if **You** have not made a claim on this **Policy**. If **You** have made a claim, **Your Insurers** will not refund any **Premium**.
- 7.3.1.2 If **You** wish to cancel after this period, **You** may cancel **Your Policy** by giving prior notice to **Your Insurance Adviser**. Any return **Premium** due to **You** will be calculated on a proportional daily rate basis depending on how long **Your Policy** has been in force. **Your Insurers** will not refund any **Premium** if **You** have made a claim on this **Policy**.

### 7.3.2 If **Your Insurers** wish to cancel **Your Policy**:

- 7.3.2.1 **Your Insurers** may cancel this contract of insurance by giving **You** fourteen (14) days' notice in writing. Any return **Premium** due to **You** will be calculated on a proportional daily rate basis depending on how long **Your Policy** has been in force.
- 7.3.2.2 **Your Insurers** will only cancel **Your Policy** or any part of it for a valid reason or if there are serious grounds to do so such as:
  - i) non payment of **Premium**;
  - ii) non-cooperation or failure to supply any information or documentation upon **Your Insurers** request;
  - iii) the use of threatening or abusive behaviour or language;
  - iv) failure to take reasonable care of **Your Insured Property**.
- 7.3.2.3 Any **Premium** due to **You** will be calculated on a proportional daily rate basis depending on how long **Your Policy** has been in force. No return of **Premium** will be given if a claim has occurred during the **Period of Insurance**.

7.3.2.4 In deciding to accept this insurance and in setting the terms and **Premium, Your Insurers** have relied on the information **You** have provided. **You** must take reasonable care to provide complete and accurate answers to the questions **Your Insurers** ask **You**. If the information provided by **You** is not complete and accurate **Your Insurers** may:

- i) cancel **Your Policy** and refuse to pay any claim, or
- ii) not pay any claim in full, or
- iii) revise the **Premium** and/or change any **Excess** or the extent of the cover may be affected.

7.3.2.5 If **Your Insurers** establish that **You**:

- a) deliberately or recklessly provided **Your Insurers** with incorrect information **Your Insurers** will treat **Your Policy** as if it never existed and decline all claims; or
- b) If **Your Insurers** establish that **You** were careless in providing **Your Insurers** with the information **Your Insurers** have relied upon in accepting **Your Policy** and setting its terms and **Premium Your Insurers** may:
  - i) treat **Your Policy** as if it had never existed and refuse to pay all claims and return the **Premium** paid. **Your Insurers** will only do this if they provided **You** with insurance cover which **Your Insurers** would not otherwise have offered;
  - ii) amend the terms of **Your Policy**. **Your Insurers** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
  - iii) charge **You** more for **Your Policy** or reduce the amount **Your Insurers** pay on a claim in the proportion that the **Premium You** have paid bears to the **Premium Your Insurers** would have charged **You**.

7.3.2.6 **Your Insurers** will cancel **Your Policy** in accordance with the cancellation condition;

7.3.2.7 **Your Insurers** or **Your Insurance Adviser** will write to **You** if **Your Insurers**:  
a) intend to treat this **Policy** as if it never existed;  
b) need to amend the terms of **Your Policy**; or  
c) require **You** to pay more for **Your** insurance.

#### 7.4 **Other Insurances**

If **You** make any claim under this **Policy** and there is another insurance policy that insures the same loss **Your Insurers** will only pay their share of the claim. This condition does not apply to the Section 5 - Personal Accident.

#### 7.5 **Choice of Law**

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

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# Section 8 – Claims Condition

If You have an accident or loss You might want to claim for under Your Policy You must contact the Leisure Claims Team for instructions at:

Davies Group – Leisure Caravan Claims  
BOX 2801  
Stoke on Trent  
ST4 9DN

Telephone: 0330 123 0821

Email: leisure.newclaims@davies-group.com

## What You must do:

- 8.1 If You are asked for Your insurance details in respect of injury to another person You must advise that You are insured with the Insurers that are noted in Your Schedule.
- 8.2 Your claim will not be paid if You do not:
  - 8.2.1 advise the Leisure Claims Team within thirty (30) days that You are aware of any event, occurrence, prosecution, inquest or inquiry that may give rise to a claim under Your Policy;
  - 8.2.2 send all claims letters summonses or legal documents to Leisure Claims Team within seventy two (72) hours of receipt. You must not reply to any of these documents;
  - 8.2.3 tell the Leisure Claims Team about any claim or potential claim arising from riot or civil commotion within the United Kingdom within seventy two (72) hours of occurrence;
  - 8.2.4 tell the police immediately about any theft, attempted theft, vandalism, malicious damage or loss of Your Insured Property.
- 8.3 You must allow Your Insurers to take over the defence or settlement of any claim if Your Insurers so instruct You.
- 8.4 Your Insurers may wish to take legal action to recover any payment that Your Insurers have made under Your Policy. You must give Your Insurers permission to take this action in Your name and You must help Your Insurers to do this if Your Insurers request.
- 8.5 Your Insurers can get or may ask You to supply estimates for repairs and Your Insurers can decide where repairs can be done.

## What You must not do:

- 8.6 You must not admit or deny responsibility for any incident, or offer to pay or negotiate any claim, unless Your Insurers have given You written permission.

# Section 9 – Complaints Procedure

## Customer Service and Complaints

**Your Insurer's** aim is to provide **You** with a high quality service at all times, although they do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** do wish to complain, please note the 3 steps below, along with the relevant contact details for each step.

### Step 1:

In the first instance, please direct **Your** complaint to the relevant party referenced in Table 1 below.

If <b>Your</b> complaint refers to the handling of a claim <b>You</b> have submitted under <b>Your Policy</b> , please contact:	Leisure Claims Team Davies Group BOX 2801 Stoke on Trent ST4 9DN Telephone: 0330 123 0821 Email: leisure.newclaims@davies-group.com
For all other complaints, please contact:	<b>Your Insurance Adviser</b> or KGM Underwriting Services Limited 2 Birch Court, Blackpole East, Blackpole Road Worcester WR3 8SG Tel: 0345 456 57 58 Email: leisure@kgmus.co.uk

### Step 2:

Should **You** remain dissatisfied with the outcome of **Your** complaint from either Leisure Claims Team or **Your Insurance Adviser** **Your** legal rights are not affected, and **You** may refer **Your** complaint to Lloyd's. Contact information is in Table 2 below.

Complaints Department, Lloyd's, One Lime Street London EC3M 7HA	Telephone: +44 (0)20 7327 5693 Fax: 020 7327 5225 Email: complaints@lloyds.com Website: www.lloyds.com/complaints
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Details of Lloyd's complaints procedure are set out in a leaflet "**Your** Complaint - How We Can Help", which is available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints). Alternatively, **You** may ask Lloyd's for a hard copy.



## Section 9 – Complaints Procedure continued.

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### Step 3:

If **You** still remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Contact information is in Table 3 below.

Financial Ombudsman Service Exchange Tower London E14 9SR	Telephone: 0800 0234 567 (Calls to this number are now free from "fixed lines" in the UK).  Telephone: 0300 1239 123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).  Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>
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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](http://www.financial-ombudsman.org.uk).

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

Alternatively, if **You** purchased **Your** insurance online please note that **You** can, if **You** wish, also submit **Your** complaint via the Online Dispute Resolution (ODR) Platform set up by the European Commission. This service has been set up to help residents in the European Union (EU), who have bought goods or services online, get their complaint resolved. **You** can access the ODR Platform by clicking on the following link: <http://ec.europa.eu/consumers/odr/>

This does not affect **Your** right to submit **Your** complaint following the process above. Please note that under current rules the European Commission will ultimately redirect **Your** complaint to the Financial Ombudsman Service detailed above.

### Financial Services Compensation Scheme (FSCS)

As **Your Insurers** are members of the Financial Services Compensation Scheme (FSCS), **You** may be entitled to compensation under the scheme if **Your Insurers** are unable to meet their obligations under this contract. If **You** are entitled to compensation under the scheme, how much compensation **You** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk)

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# Section 10 – Endorsements

**These Endorsements only apply when they are shown in Your Policy Schedule**

**Endorsement 1 - Excess** Section 1 – Your Leisure Home and Contents

**You** must pay the first part of each claim up to the amount shown in **Your Schedule**.

**Endorsement 2 - Flood Exclusion**

**Your Insurers** will not pay claims under any section of **Your Policy** caused by or arising from flood

**Endorsement 3 - Hiring or letting out of Your Leisure Home**

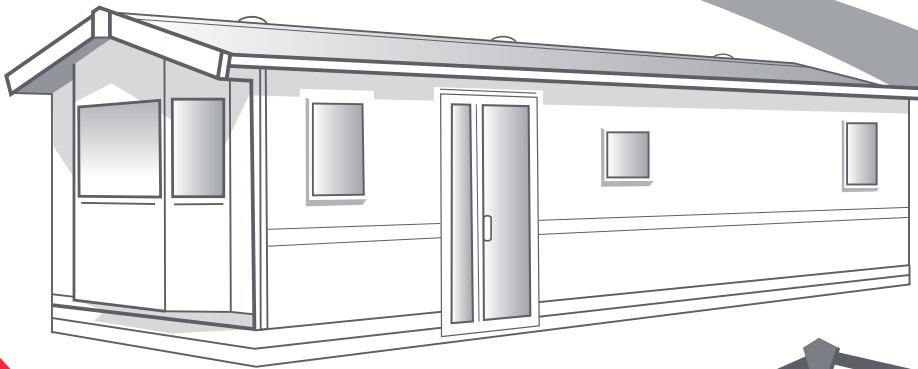
- a) Section 6 - General Policy Exclusions 6.9.2 is deleted.
- b) Section 5 - Personal Accident is deleted
- c) **Your Insurers** will not pay for:
  - i) any loss or damage arising directly or indirectly from the failure of the hirers or lessees to comply with any of the hire or lease agreement;
  - ii) any contractual liability that might attach because of the hire or lease agreement;
- d) whilst **Your Leisure Home** is let out on hire or lease **Your Excess** is increased to £250 or as noted in **Your Schedule** whichever is greater. **Your Excess** will apply to all claims under **Your Policy** including **Total Loss**.
- e) **Your Insurers** will not pay for theft of **Your Contents** and/or **Personal Belongings** from **Your Leisure Home** unless there are visible signs of forcible or violent entry or exit from **Your Leisure Home**.
- f) **You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them **Your Insurers** may cancel **Your Policy** or refuse to handle **Your** claim or reduce the amount of any claim payment.
  - i) **You** must ensure that all necessary or relevant licences and certificates are in force prior to and during any period of hiring or letting. If such licenses and certificates are not in force then all cover under **Your Policy** will be inoperative;
  - ii) Prior to the commencement of the hire or lease **You** must receive from the hirer or lessee proof of identity and address and keep a copy of this;
  - iii) **You** must ensure that the payment for the hire or lease is not made in cash and that the cheque or other method by which payment is made is cleared prior to the commencement of the hire or lease, **You** must also record details of their bank.

**Endorsement 4 – Wilful and Deliberate acts whilst Your Leisure Home is hired out or let**

Section 1 – Your Leisure Home and Contents - 1.8.2 is deleted and replaced by the following:

- 1.8.2 loss of or damage to **Your Leisure Home, Contents** or **Personal Belongings** arising from any **Wilful and Deliberate acts** by **You, Your Family** or guests or with the connivance of any employee or agent of **You** or **Your Family**.





**Underwritten by** Lloyd's Syndicate 4444 managed by Canopus Managing Agents Limited which 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 is registered in England & Wales number 01514453. Registered office: Gallery 9, One Lime Street, London, EC3M 7HA.

**Administered by** KGM Underwriting Services Limited.

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You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>.

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