

Policy Document v.1

Residential Park Home Insurance

*P*ARKSURE
INSURANCE

Insurance provided by
Ecclesiastical Insurance Company plc



Insurance arranged by
Cass-Stephens Insurances Limited



CASS-STEPHENS

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in the schedule)

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Policy Information

(not forming part of the policy)

Please read this policy carefully to ensure that it meets your requirements.

The policy consists of:

The general policy Preamble, Definitions, Cover, Exclusions and Conditions which incorporate definitions and terms that apply to the whole policy.

Individual sections as shown in the table of contents, each setting out the terms relating to that section and the definitions used specifically in that section.

This booklet shows all the cover available but you must check your policy schedule (see below) to see which are included.

The policy schedule – this shows those things that are individual to your insurance, (e.g. the identity of the insured, the period of insurance, the covers you have chosen to include, the limits that apply and any special clauses). We will send an updated schedule when changes are requested by you or made by us. At renewal we may send you a further document showing changes to the policy booklet applicable to the type of policy you hold. Please retain these documents plus the latest schedule, with your policy booklet.

Claims Enquiries

(not forming part of the policy)

Notice of claims should be given to:

Cass-Stephens Insurances Ltd,
Parksure Department,
Regency House,
21 Spa Road,
Gloucester,
GL1 1UY

The action to be taken in the event of an incident which may give rise to a claim is shown under General Policy Condition Number 6.

Emergency Helplines

(not forming part of the policy)

We have arranged the following helpline services for the benefit of all Parksure policyholders.

Each advice centre is open 24 hours a day, every day of the year. You may call the helplines at any time.

When calling any of the emergency helpline services, please make sure that you can give your policy number.

These helplines are provided by DAS Legal Expenses Insurance Company Ltd (DAS).

Please telephone the numbers shown:-

EuroLaw Legal Advice Service **0117 9342104**

DAS will give you advice on any personal legal problem under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway which in many cases will save the need for more action.

Tax Advice Service **0117 9342104**

DAS will give you confidential advice over the phone on personal tax matters.

Health and Medical Information Service **0117 9342104**

DAS will give you information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness. Information is available on self help groups and hospital waiting lists.

For the following services you are responsible for paying any costs for the help provided, but if the damage or costs are covered under your Parksure policy, you will be able to make a claim in the normal way.

Domestic Assistance Service **0117 9342104**

The service provides help or repairs needed if you have a domestic emergency in your home, such as a burst pipe, blocked drain, broken window or building damage.

Veterinary Assistance Service **0117 9342104**

If your pet is ill or injured, DAS can help find a vet who can offer treatment.

Childcare Assistance Service **0117 9342104**

DAS will arrange help following an emergency, (such as illness or injury to you), if a regular child minder cannot attend or if you have to leave children at home unexpectedly.

Home Assistance Service **0117 9342104**

DAS will arrange assistance following an emergency, (such as illness or injury to you), when help is needed to run the home. DAS can help find cleaning staff, au pairs and housekeepers.

Counselling **0117 9342121**

DAS will provide you with a confidential counselling service over the phone including, where appropriate, onward referral to relevant or professional services.

Emergency Glass Replacement **0800 474747**

(This service is provided by Solaglas). If you are insured against breakage of glass, a free call to Solaglas will make sure your broken glass is repaired quickly. We will pay Solaglas direct, but you pay for any excess.

Parksure Insurance

Preamble

The Ecclesiastical Insurance Office plc (the Company) and the Insured named in the schedule agree that:

- (1) the application or proposal form or any other information supplied shall be incorporated into the contract.
- (2) this policy booklet and the schedule (including any replacement schedule) shall together form the policy and be considered as one document.
- (3) the Insured will pay the premium.
- (4) the Company will subject to the terms and conditions of this policy provide insurance under the sections specified in the schedule during the period of insurance or any subsequent period for which the Insured shall pay and the Company shall accept the renewal premium.
- (5) this policy shall be governed by and construed in accordance with the law of England and Wales unless the policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

General Definitions

Each time any of the following words or phrases appear in ***bold italic*** type they will take the specific meaning shown below unless more specifically defined under any individual policy section.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Buildings

The ***Home*** with all fixtures, fittings and furnishings supplied by the manufacturer and normally included within the list price and specification, service connections, skirting, fixed chests, steps, decking, verandas and landscaping.

Contents

Property which belongs to, or is the legal responsibility of ***You***, ***Your Family*** or domestic employees plus;

- Television or radio aerials and satellite dishes.
- ***Money*** up to £500.
- Visitors' personal possessions not insured elsewhere up to £1,000.

The following are not covered:

- Air or water craft, motor vehicles, caravans, trailers or parts or accessories on or in any of them other than domestic gardening equipment or pedestrian controlled models or toys.
- Any living creature.
- Securities, certificates or documents of any kind.
- Property more specifically insured by any other policy of insurance.
- Property which is used for trade or business purposes except such property as may be specifically stated as covered in the policy.
- Any part of the structure of the ***Buildings*** in which the property is contained.
- Fixtures, fittings and furnishings supplied by the manufacturer and normally included within the list price and specification.

Credit Cards

Credit, cheque, bank or cash cards issued within the ***Territorial Limits*** and used for private purposes.

Damage/Damaged

Loss or damage.

Excess

The amount ***You*** must pay towards any claim.

Note: If one incident results in a claim being made under more than one section of the policy only one excess (the higher amount) will apply.

Family

Your spouse/partner, children, parents and other relatives, all normally living in the ***Home***.

Garden

Open ground within the boundaries of the land belonging to the ***Home***.

High Risk Property

Jewellery, precious stones, articles of gold or other precious metal, furs, pictures, works of art and collections of stamps, coins or medals porcelain, china, crystal and glass collectables.

Home

The residential park home named in the ***Schedule*** and its garages, outbuildings and central heating oil/gas tanks all used for domestic purposes, or for clerical business use.

Money

Cash, bank or currency notes, cheques, travellers and euro cheques, postal orders, postage stamps which are not part of a collection, Premium Bonds, savings stamps, credit vouchers, travel tickets, gift tokens, passports, green cards, driving licences and petrol coupons.

General Definitions

(continued)

Legal Costs

- a) claimants costs and expenses recoverable from **You** in respect of any claim which is the subject matter of indemnity under this policy
- b) (i) the costs of legal representation at
(1) any coroner's inquest or inquiry in respect of any death

(2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under the policy
- (ii) all costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this policy

incurred with **Our** written consent

Period of Insurance

The duration of this policy as shown in the **Schedule** and any further period for which **We** accept the premium.

Personal Effects

Articles which are normally worn, used or carried outside the **Home** by **You** or **Your Family** in everyday life.

Schedule

The latest schedule issued by **Us** as part of **Your** policy.

Serviced Pitch

The prepared base on which the park home stands.

Sum Insured

The monetary amount shown against any item.

Territorial Limits

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man including transit between them.

Unfurnished

Without enough furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **You**, **Your Family**, a domestic employee, or any other person authorised by **You**.

We/Our/Us

Ecclesiastical Insurance Office plc.

You/Your

The person or persons named as the Insured in the **Schedule**.

Buildings

(please refer to *Your Schedule* to see if this section is in force)

What is Covered

If the *Buildings* are *Damaged* by any cause listed below then *We* will pay for the *Damage* or, if *We* choose, effect repair or replacement.

1. Fire, smoke, lightning, explosion or earthquake.
2. Riot, civil commotion, strikes or labour disturbances.
3. Malicious acts or vandalism.

4. Collision involving any:
 - a) Aircraft or other aerial device, or anything dropped from them.
 - b) Vehicle or animal.

What is Not Covered

The *Excess* shown in the *Schedule*.

Smoke *damage* arising gradually out of repeated exposure.

Damage:

- caused by *You, Your Family*, any tenant of the *Home* or their guests.
- which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However *We* will provide cover for a further 60 days provided that:

- (i) all security precautions are put into operation.
- (ii) the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

What is Covered

5. Storm or flood.

6. Subsidence or heave of the site on which the *Buildings* stand, or landslip.

7. Theft or attempted theft.

What is Not Covered

Damage:

- caused by frost.
- caused to fences or gates.

The *Excess* for subsidence *Damage* shown in the *Schedule*.

Damage:

- to boundary walls, retaining walls, gates, fences, swimming pools, terraces, hardcourts, greenhouses, drives or footpaths unless the main building of *Your* residential park home is *damaged* by the same cause at the same time.
- caused by coastal or river erosion.
- caused within the first 10 years of construction by:
 - a) bedding down of new structures,or
 - b) settlement of made up ground or of materials brought to the site
- to solid floors unless the foundations beneath the load bearing walls of the *Home* are *damaged* by the same cause at the same time.
- caused by or resulting from faulty or defective workmanship, material or design.
- while *Buildings* are undergoing demolition or structural alterations or repairs.

Damage:

- caused by any tenant of the *Home* or their guests.
- which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However *We* will provide cover for a further 60 days provided that

- (i) all security precautions are put into operation.
- (ii) the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

What is Covered

8. Escape of water or heating oil from, or the freezing of water or heating oil in any fixed water or heating installation or domestic electrical appliance.

9. Falling television or radio aerials, aerial fittings or masts or satellite dishes.

10. Falling trees or branches, including the cost of removing fallen trees or branches when the *Buildings* have been *Damaged*.

What is Not Covered

Damage:

- which occurs after the *Home* has been left unattended during the period 31st October to 1st April unless central heating is installed and is maintained to a minimum temperature of 15 degrees centigrade, or *You* have turned off all water supplies at the mains and drained the water from the system.
- which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However *We* will provide cover for a further 60 days provided the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

Damage:

- caused as a result of felling or lopping operations carried out by *You*, *Your Family* or *Your* domestic employee.

What is Covered

11. Any other Accidental *Damage*.

What is Not Covered

Damage arising from or attributable to:

- wear and tear, settlement, shrinkage, wet or dry rot, vermin, insect or fungus.
- any gradually operating cause.
- electrical or mechanical breakdown, faulty or defective workmanship, materials or design.
- alteration, renovation, extension, or repair to the *Buildings*.

Damage:

- caused while the *Buildings* or any part are lent, let or shared.
- the cost of maintenance or routine redecoration.

Any consequence of *You*, or any person acting on *Your* behalf, being deprived of title to the *Buildings* as the result of:

- (i) fraud.
- (ii) the due operation of law.

What is Covered

Cost and Fees

Following *Damage* to the *Buildings* which is accepted by *Us* as a valid claim under this section, *We* will pay:

1. Site Clearance Costs

The costs incurred with *Our* prior consent, of:

- a) removing debris, demolition, shoring up or propping.
- b) the delivery and resiting of the residential park home.

2. Professional Fees

Architect's, surveyor's and legal fees necessarily incurred in rebuilding or repair.

3. Building Regulations Requirements

The extra costs of complying with building or other relevant regulations incurred solely to comply with any Government or Local Authority statutory requirement.

What is Not Covered

The cost of complying with regulations where notice to comply has been served on *You* before the *Damage* occurred.

Costs which relate to undamaged parts of the *Buildings*.

The Maximum Amount *We* Will Pay

The maximum amount *We* will pay for all *Damage* to the *Buildings* (including Costs and Fees described above) is the *Sum Insured* on the *Buildings*. In addition *We* will pay Rent and Accommodation Costs

Reinstatement of the *Sum Insured*

The *Sum Insured* will not be reduced following a claim.

Index Linking

The *Sum Insured* will be adjusted at monthly intervals. This adjustment will be in line with the movement of the General Index of Retail Prices, or an alternative index. Each renewal premium will be calculated on the adjusted *Sum Insured*.

Index linking of the *Sum Insured* will continue during repair or replacement of *Damage* provided that:

- a) the *Sum Insured* at the time of *Damage* represented the full rebuilding cost, and
- b) the work of repair or replacement is carried out without unnecessary delay.

Claims Settlement

Following *Damage* to the *Buildings* by any of the insured causes *We* will:

1. Pay the cost of repair or replacement but not so that it is better or more extensive than when new provided that at the time of *Damage*;
 - a) the *Buildings* are in good state of repair;
 - b) the *Sum Insured* on *Buildings* is not less than the full rebuilding cost.
 - c) the *Buildings* have not been put up for sale
2. In the event that;
 - a) the *Buildings* are not in good state of repair;
 - b) the *Sum Insured* on *Buildings* is less than the full rebuilding cost.
 - c) the *Buildings* have been put up for sale.
 - d) repair or replacement is not carried out.

We will at *Our* option:

- i) pay *You* the cost of reinstating the *Damage* less an allowance for any wear and tear or betterment;
- ii) pay *You* the difference between the value of the *Buildings* prior to the *Damage* and the value of the *Buildings* following the *Damage*.

The total amount payable under this Section will not exceed the *Sum Insured* shown in the *Schedule*.

The *Sum Insured* will not be reduced by the amount of any claim payment.

Matching Sets and Suites

An individual item of a matching set of articles or suite of fitted furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item.

We will only pay *You* for individual *Damaged* items and not for undamaged items belonging to the sets or suites.

What is Covered

Your are also Insured for

1. Rent and Accommodation Costs

If the *Home* is made uninhabitable by any cause accepted as a valid claim under Standard Cover or Accidental Damage Cover *We* will pay for:

- a) loss of rent or ground rent, or
- b) the reasonable additional costs incurred for comparable accommodation,

during the period for which the *Home* is uninhabitable. The maximum amount *We* will pay is 20% of the *Sum Insured* on *Buildings*.

2. Public Services

In the event of accidental *Damage* to the *Serviced Pitch* or any cable, pipe (including any drain inspection cover) or underground sewage tank providing a service to the *Buildings*, *We* will pay the cost of repair or replacement.

3. Glass and Sanitary Ware

If any glass, ceramic hob or sanitary fitting, which is fixed to, and forms part of the *Home* is *Damaged We* will pay the cost of repair or replacement.

What is Not Covered

The cost of repair or replacement in excess of the amount for which *You* are legally responsible.

Damage:

- which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However, *We* will provide cover for a further 60 days provided that:

- (i) all security precautions are put into operation.
- (ii) the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

What is Covered

4. Protection of Purchaser's Interest

If the *Buildings* are *Damaged* after *You* have contracted to sell the *Buildings* but before completion of the contract of sale, the purchaser will be entitled to the benefit of this policy provided that:

- a) the *Buildings* are not otherwise insured against the *Damage*, and,
- b) the contract is ultimately completed.

5. Owner's Liability

If *You* or *Your Family* are legally liable for causing accidental:

- a) death, physical injury or illness to any person,
- or
- b) damage to their material property,

happening during the *Period of Insurance* and arising from:

the ownership (but not occupation) of the *Buildings*.

We will pay damages to that person for the injury or damage caused.

The maximum amount *We* will pay for any claim or claims arising from one event is £2,000,000. In addition *We* will pay *Legal Costs*.

If *You* or *Your Family* die the personal representatives will be entitled to the cover provided by this section for any claim made.

What is Not Covered

Liability

- for death, physical injury or illness to *You*, *Your Family* or any employee of *You* or *Your Family*.
- for damage to property owned by *You* or in the custody or control of *You*, *Your Family* or any domestic employees.
- arising from any trade or business.
- arising from any deliberate, wilful or malicious act.

What is Covered

6. Liability for Property Previously Owned

If **You** or **Your Family** are legally liable for causing accidental:

- a) death, physical injury or illness to any person,
- or
- b) damage to their material property,

arising from **Your** ownership of a previous home by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

We will pay damages to that person for the injury or damage caused

provided that:

- i) the injury or damage occurs within the **Period of Insurance** or within seven years of its cancellation, and,
- ii) **You** have disposed of all legal title to the home, and,
- iii) **You** are not entitled to indemnity from any other source.

The maximum amount **We** will pay for any claim or claims arising from one event is £2,000,000. In addition **We** will pay **Legal Costs**.

If **You** or **Your Family** die the personal representative(s) will be entitled to the cover provided by this section for any claim made.

What is Not Covered

Liability

- for damage to the buildings or for the rectification of defective workmanship.
- arising from any deliberate, wilful or malicious act.

Contents

(please refer to *Your Schedule* to see if this section is in force)

What is Covered

If the *Contents* are *Damaged* when in the *Home* by any cause listed below *We* will pay for the *Damage* or, if *We* choose, effect repair or replacement.

1. Fire, smoke, lightning, explosion or earthquake.
2. Riot, civil commotion, strikes or labour disturbances.
3. Malicious acts or vandalism.
4. Collision involving any:
 - a) Aircraft or other aerial device, or anything dropped from them.
 - b) Vehicle or animal.
5. Storm or flood.

What is Not Covered

The *Excess* shown in the *Schedule*.

Smoke *Damage* arising gradually out of repeated exposure.

Damage:

- caused by *You, Your Family*, any tenant of the *Home* or their guests
- which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However *We* will provide cover for a further 60 days provided that:

- (i) all security precautions are put into operation.
- (ii) the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

What is Covered

6. Subsidence or heave of the site on which the *Buildings* stand, or landslip.

7. Theft or attempted theft.

8. Escape of water or heating oil from any fixed water or heating installation or domestic electrical appliance.

What is Not Covered

Theft:

- of *Money*, or
- which occurs while the *Home* or any part of it is let, lent or shared,

unless the theft involves violent and forcible entry to or exit from the *Home*

- *Damage* which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However, *We* will provide cover for a further 60 days provided that:

- (i) all security precautions are put into operation.
- (ii) the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

Damage:

- to the tanks, pipes or appliances from which the water or oil escapes.
- which occurs after the *Home* has been unattended during the period 31st October to 1st April unless central heating is installed and maintained to a minimum temperature of 15 degrees centigrade, or *You* have turned off all water supplies at the mains and drained the water from the system.
- which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However, *We* will provide cover for a further 60 days provided that the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

What is Covered

9. Falling television or radio aerials, aerial fittings or masts or satellite dishes.
10. Falling trees, branches, telegraph poles, lamp posts or pylons.
11. Any other Accidental *Damage*.

What is Not Covered

Damage:

Caused as a result of felling or lopping operations carried out by *You*, *Your Family* or *Your* domestic employee.

Damage arising from or attributable to:

- moth, insect, vermin, fungus, wet or dry rot, wear and tear and depreciation or any gradually operating cause.
- mechanical or electrical breakdown.
- *damage* caused while the *Home* or any part of it is let, lent or shared.
- *damage* which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However, *We* will provide cover for a further 60 days provided that:

- (i) all security precautions are put into operation.
- (ii) the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

- *damage* to *Money* or contact lenses.
- *damage* to food in deep freeze cabinets or refrigerators made unfit for human consumption by a change in temperature or contamination by refrigerant or refrigerant fumes.
- the cost of remaking any film, disc or tape and the value of any information contained on it.
- detention, seizure or confiscation by any legal authority.
- any amount in excess of £500 for any single item of glass, china or porcelain, unless specified in *Your Schedule*.

The Maximum Amount *We* Will Pay

The maximum amount *We* will pay for all *Damage* to the *Contents* is the *Sum Insured* on *Contents* as specified in the *Schedule*. In addition *We* will pay Rent and Accommodation Costs and Emergency Kennelling.

The maximum amount payable for any *High Risk Property* is the amount stated in the *Schedule*, unless the item(s) is/are specified on the *Schedule*.

Claims Settlement

Following *Damage* to the *Contents* by any of the causes insured *We* will pay the cost of repair or replacement without deduction for wear and tear or depreciation except where the *Sum Insured* is less than the total cost of replacing as new the *Contents* where *We* will at our option pay *You* the cost of replacement or repair less a deduction for wear tear or depreciation.

Reinstatement of the Sum Insured

The *Sum Insured* will not be reduced following a claim.

Christmas and Weddings

The *Sum Insured* is automatically increased by 10% during the month of December and one month before and after the wedding day of either *You* or *Your Family*.

Index Linking

The *Sum Insured* will be adjusted at monthly intervals. This adjustment will be in line with the movement of the General Index of Retail Prices, or an alternative index. Each renewal premium will be calculated on the adjusted *Sum Insured*.

Matching Sets and Suites

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings or other fixtures and fittings is regarded as a single item. *We* will only pay *You* for individual *damaged* items and not for undamaged items belonging to the sets or suites.

What is Covered

Your are also Insured for

1. Frozen Food

We will pay for *Damage* to food in deep freeze cabinets or refrigerators within the *Home* caused by:

- a) change in temperature.
- b) contamination by refrigerant or refrigerant fumes.

2. Rent and Accommodation Costs

If the *Home* is made uninhabitable by any insured cause accepted as a valid claim We will pay for:

- a) rent payable by *You*,
- or
- b) the reasonable additional costs incurred for comparable accommodation, including storage of furniture,

during the period for which the *Home* is uninhabitable. The maximum amount We will pay is 20% of the *Sum Insured* on *Contents*.

3. Emergency Kennelling

We will pay up to £500 for the accommodation of domestic pets during the period for which the *Home* is made uninhabitable by any cause accepted as a valid claim under Standard Cover or Accidental *Damage* Cover.

4. Contents in the Garden

We will pay up to £500 for *Damage* to *Contents* while in the *Garden* by any cause specified under Standard Cover.

5. Contents Temporarily Away From the Home and Garden

We will pay for:

- a) *damage* to *Contents* by any cause specified under Standard Cover.
- b) accidental *Damage* to *Contents* following collision of any vehicle,

occurring while the *Contents* are temporarily away from the *Home* and *Garden* but remain within the *Territorial Limits*.

What is Not Covered

Damage:

- resulting from the deliberate act of any Electricity Supply Authority or its employees.
- while the deep freeze cabinet or refrigerator is being used for trade or business purposes.

Damage:

- to trees, plants, shrubs or other growing matter.

Damage:

- to student's possessions, (other than stated in paragraph 16).
- caused by storm, flood, theft, malicious acts or vandalism if the *Contents* are not in a building.
- caused by theft unless it involves forcible and violent entry to or exit from the building in which the *Contents* are located.
- to *Contents* in any furniture store or saleroom.

What is Covered

6. Removal to New Residence

We will pay for *Damage* to the *Contents* while they are in the course of removal, by professional removal contractors, from the *Home* to a new permanent residence.

7. Mirrors and Glass in Furniture

We will pay the cost of repair or replacement if any mirror, fixed glass in furniture, plate glass top to furniture or ceramic hob forming part of a moveable cooker is broken while in the *Home*.

8. Replacement of Locks

If a key to the lock of any:

- a) external door to the *Home*
- b) alarm system protecting the *Home*
- c) domestic safe fitted in the *Home*,

is stolen, We will pay up to £300 for the lock or lock mechanism to be replaced.

9. Audio and Video Equipment

We will pay for the cost of repair or replacement of any item of audio or video equipment, home computer, TV game, radio or television, (including aerials and satellite dishes fixed to the *Home*) which is *Damaged* while in the *Home*.

10. Loss of Metered Water

We will pay up to £1,000 for accidental loss of metered water.

What is Not Covered

Damage:

- which occurs outside the *Territorial Limits*.
- to china, glass, porcelain or any other item of earthenware unless packed by the professional removal contractors.
- which occurs while the *Contents* are in storage.

Mechanical or electrical breakdown.

Damage:

- which occurs after the *Home* has been continuously *Unoccupied* or *Unfurnished* for more than 30 days.

However, We will provide cover for a further 60 days provided that:

- (i) all security precautions are put into operation.
- (ii) the *Home* is visited at least once a week by *You* or a competent person acting on *Your* behalf and thoroughly inspected externally and internally with any faults rectified immediately.

After 90 days no cover will be provided unless agreed by *Us* in writing.

Mechanical or electrical breakdown.

Damage to records, discs or tapes.

Any property which is used for any trade or business purposes.

What is Covered

11. Compensation for Fatal Injury

If *You* or *Your Family* suffers accidental injury within the *Territorial Limits* as a result of:

- a) accident or assault in the *Home* or *Garden*.
- b) fire in the *Home*.
- c) an accident while travelling as a passenger on a public service vehicle.
- d) assault in the street,

which proves fatal within twelve months of its occurrence, *We* will pay £5,000 to the deceased's legal personal representative(s).

12. Liability as Employer of Domestic Staff

If *You* or *Your Family* are legally liable for causing:

death, physical injury or illness to any domestic employee, happening during the *Period of Insurance* and within the *Territorial Limits*,

We will pay damages to that person for the injury caused and *Your Legal Costs*.

The maximum amount *We* will pay for any claim or claims arising from one event is £10,000,000 inclusive of *Legal Costs*.

If *You* or *Your Family* die the personal representative(s) will be entitled to the cover provided by this section for any claim made.

13. Liability as a Tenant

If *You* or *Your Family* are legally liable as tenant (not owner) of the *Home* for causing *Damage* to the *Buildings*, *We* will pay for:

- a) *damage* arising from any cause specified under Standard Cover in the *Buildings* section of this Policy.
- b) accidental damage to any cable, pipe (including any drain inspection cover) or underground sewage tank providing a service to the *Buildings*.
- c) accidental damage to glass, sanitary fittings and ceramic hobs which are fixed to and form part of the *Home*.

The maximum amount *We* will pay for any claim is 10% of the *Sum Insured* on *Contents*.

What is Not Covered

Death caused by any person insured by this policy.

What is Covered

14. Other Liabilities

If **You** or **Your Family** are legally liable for causing accidental:

a) death, physical injury or illness to any person other than a domestic employee,

or

b) damage to their material property,

happening during the *Period of Insurance* and arising from:

i) the occupation (but not the ownership) of the *Home*.

ii) **Your** activities as a private individual.

iii) the employment of a domestic employee.

We will pay damages to that person for the injury or damage caused.

The maximum amount **We** will pay for any claim or claims arising from one event is £2,000,000. In addition **We** will pay *Legal Costs*.

If **You** or **Your Family** die the personal representative(s) will be entitled to the cover provided by this section for any claim made.

At **Your** request the cover provided by this section will also apply to any domestic employee who normally lives in the *Home*.

What is Not Covered

Liability arising from the following:

- **Your** owning (not occupying) any land or building.
- **Damage** to property belonging to or held in trust by or controlled by **You** unless **You** have hired or borrowed the property for temporary holiday accommodation within the *Territorial Limits*.
- any profession, business or employment involving **You** or any member of **Your Family**.
- injury (including death, disease or illness) to **You** or any member of **Your Family**.
- **Your** owning or using motor vehicles, lifts, aircraft, hovercrafts or caravans, other than caravans hired or borrowed and used by **You** as temporary holiday accommodation.
- boats other than boats which **You** have hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast.
- any vehicle which must be insured under the Road Traffic Acts.
- the transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.
- Any agreement **You** have made unless **You** would have been liable even without the agreement.
- **Damage** to property, or injury, death, disease or illness of or to any person caused by a dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs Act (Northern Ireland) Order 1991 S.I.2292 (N.I.21).
- Any deliberate, wilful or malicious act.
- Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

What is Covered

15. Unpaid Damages

We will pay up to £2,000,000 for all damages which a court in the *Territorial Limits* has awarded to **You** and which have not been paid within 3 months of the date of the award

This cover applies as long as:

- i) the accident which results in the damages occurs within the *Period of Insurance*
- ii) there is no appeal outstanding
- iii) paragraph 14 of this section would have applied if the award had been made against **You** rather than to **You**

16. Student's Possessions

We will pay for *Damage* to *Contents* by any cause specified under Standard Cover occurring while the *Contents* are in a building within the *Territorial Limits* where **You** or **Your Family** are living whilst attending university, college or boarding school. The maximum amount **We** will pay in any *Period of Insurance* is £5,000.

17. Business Equipment

We will pay up to £2,500 for *Damage* to *Contents* used in connection with **Your** business while within the *Home*. **We** will cover *Damage* by any cause listed under Standard Cover or Accidental *Damage* Cover, whichever option is shown in **Your Schedule** as applying to the *Contents* section.

18. Warranty replacements

If any item insured under this section is *Damaged* beyond repair by an event covered by this section and **You** hold a current extended warranty for the item, **We** will (after replacing the item) pay the cost of buying a similar extended warranty. **We** will only pay for this if **You** give **Us** the original warranty.

What is Not Covered

Damage:

- caused by theft unless it involves forcible and violent entry to or exit from the building in which the *Contents* are located.

- The cost of remaking any film, disc or tape and the value of any information contained on it.

Personal Possessions

(please refer to **Your Schedule** to see if this section is in force)

What is Covered

If any of the Property Covered is **Damaged** within the **Territorial Limits** as the result of any cause, **We** will pay for the **Damage** or, if **We** choose, effect repair or replacement.

Unspecified Articles

Property Covered

Unspecified Articles belonging to **You** or **Your Family** comprising:

- a) Valuables, being articles of gold, silver or other precious metal, precious stones, jewellery, watches and furs.
- b) Photographic Equipment, being cameras and other personal photographic equipment, including accessories.
- c) **Personal Effects**, other than valuables, Photographic Equipment, or Sports Equipment.
- d) Sports Equipment, being items of equipment and clothing used for sports purposes, including guns.
- e) Personal **Money**, up to the limit stated in the **Schedule**.
- f) **Credit Cards** up to the limit stated in the **Schedule**.

What is Not Covered

The **Excess** shown in the Schedule.

Any property which is used for any trade or business purposes.

Damage arising from or attributable to:

- moth, insect, vermin, fungus, wet or dry rot, wear and tear, depreciation, or any gradually operating cause.
- the actual process of dyeing, cleaning, washing or repair.
- mechanical or electrical breakdown.
- detention, seizure or confiscation by any legal authority.
- **Damage** due to theft from any unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.

The **Excess** shown in the **Schedule**.

- any amount over £1,000 for theft from any unattended motor vehicle.
- motor vehicles, caravans, trailers, pedal cycles, watercraft, aircraft and parts and accessories on or in any of them other than pedestrian controlled models or toys.
- securities and documents of any kind.
- any living creature.
- equipment used for water or winter sports.
- household goods, foodstuffs, domestic appliances, contact lenses, china, glass and earthenware items.
- property more specifically insured.
- the cost of remaking any film, disc or tape and the value of any information contained on it.
- any loss due to depreciation in value, or to accounting errors or omissions.
- any loss of **Money** or **Credit Cards** not reported to the Police within 24 hours of discovery.
- any loss of a **Credit Card** unless all the terms and conditions under which the card is issued have been complied with.

What is Covered

Pedal Cycles

Property Covered

Unspecified pedal cycles being:

- pedal cycles (including accessories fixed permanently to them) belonging to **You** or **Your Family**, up to £250 per pedal cycle.

Specified pedal cycles being:

- those pedal cycles (including accessories fixed permanently to them) described in the *Schedule*.

Specified Articles

Property Covered

Those articles described in the *Schedule*.

Foreign Travel Extension

Cover is extended for a maximum of 90 days in any *Period of Insurance* to include *Damage* to property temporarily outside the *Territorial Limits*.

The Maximum Amount We Will Pay

The maximum amount **We** will pay for any item is the value of that item as established under the heading 'What **We** Will Pay' subject to any lower limit stated in the *Schedule*.

In the case of *Money* the maximum amount **We** will pay is the amount of the loss subject to the limit specified in the *Schedule*.

If a *Credit Card* is lost or stolen and used by an unauthorised person **We** will pay the amount for which **You** or **Your Family** are responsible subject to the limit specified in the *Schedule*.

What is Not Covered

The *Excess* shown in the *Schedule*.

Theft of any pedal cycle unless the cycle is in a locked building or attached by a security device to a permanently fixed structure.

Theft or attempted theft of pedal cycle accessories unless the cycle is stolen at the same time.

Damage occurring while any pedal cycle is being used for racing or competitions.

The *Excess* shown in the *Schedule*.

Reinstatement of the Sum Insured

No *Sum Insured* or limit will be reduced following a claim, but payment for the loss of any specified article will remove the cover for that item and the overall *Sum Insured* will be adjusted accordingly. No refund of premium will be allowed for the remainder of the *Period of Insurance*.

Index Linking

The *Sum Insured* under Unspecified Articles and Specified Articles (excluding Pedal Cycles) will be adjusted at monthly intervals. This adjustment will be in line with the movement of the General Index of Retail Prices, or an alternative index. Each renewal premium will be calculated on the adjusted *Sum Insured*.

What We Will Pay

We will pay the full cost of repairing or replacing lost or damaged property. A deduction for wear and tear and depreciation will be made for clothing (other than furs) and pedal cycles.

If more than one item is *Damaged* at the same time **We** will only deduct one *Excess*. This will be the amount of the largest *Excess*.

Legal Expenses

(this section automatically applies)

Guidance Note

(not forming part of the policy)

The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying any claims under this section but DAS deal with any claims matters and correspondence on our behalf. Their address is:

**DAS Legal Expenses Insurance Company Ltd,
DAS House,
Quay Side,
Temple Back,
Bristol,
BS1 6NH**

Tel: 0117 9342104

It is most important that you let DAS know as soon as possible if any problems arise which may result in a claim under this section.

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type they will take the specific meaning shown below. Where words are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Appointed Representative

The lawyer or other suitably qualified person appointed under this section to act for **You** in accordance with the terms of this section.

Costs and Expenses:

- (a) Legal costs – All reasonable and necessary costs charged by the **Appointed Representative** on a standard basis. Also the costs incurred in civil cases if an **Insured Person** has been ordered to pay them, or pays them with the agreement of **DAS**.
- (b) Accountants costs – all reasonable and necessary costs incurred by the **Appointed Representative**.

DAS

DAS Legal Expenses Insurance Company Ltd.

Date of Occurrence

- (a) For civil cases (except for examinations by the HM Revenue & Customs into an **Insured Person's** tax affairs) – the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the occurrence is

the date of the first of these events.

- (b) For criminal cases – the date when the **Insured Person** began or is said to have begun to break the criminal law in question.
- (c) For **Full Enquiries** – the date when the HM Revenue & Customs first tell an **Insured Person** in writing that they intend to investigate an **Insured Person's** tax affairs.

Insured Person.

You and any member of **Your** family who always live with **You**. Anyone claiming under this policy must have **Your** agreement to claim.

Full Enquiry

An extensive examination by the HM Revenue & Customs which considers all aspects of the **Insured Person's** tax affairs, but not enquiries which are limited to one or more specific aspects of the **Insured Person's** self-assessment tax return.

Limit of Cover

The most **We** will pay for all claims occurring at the same time or from the same originating cause, (the **Limit of Cover** is £50,000.)

Territorial Limits

- (a) For Contractual Disputes and Bodily Injury. The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).
- (b) For all other insured incidents. The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

We, Our, Us

Ecclesiastical Insurance Office plc.

You, Your

The person(s) named as insured in the **Schedule**.

What is Covered

We will pay *Costs and Expenses* of up to the *Limit of Cover* for the following events or causes which have a *Date of Occurrence* within the period of insurance and within the *Territorial Limits*. We will also pay for any legal proceedings in courts within the *Territorial Limits*.

DAS will help in appealing or defending an appeal as long as the *Insured Person* tells DAS within the time limits allowed that they want DAS to appeal. Before We pay the *Costs and Expenses* for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

If an *Appointed Representative* is used We will pay the *Costs and Expenses* incurred for this.

We will only provide cover for civil claims if it is more likely than not an *Insured Person* will recover damages (or obtain any other legal remedy which DAS agree to) or make a successful defence.

1. Employment Disputes

DAS will negotiate for the *Insured Person's* legal rights in a dispute arising from a contract of employment entered into by the *Insured Person* for their work as an employee.

What is Not Covered

Any claim relating to the following:

- (i) any claim reported to DAS more than 180 days after the date an *Insured Person* should have known about the event.
- (ii) any incident or matter arising before the start of the cover provided by this section.
- (iii) *Costs and Expenses* an *Insured Person* pays or is charged for before DAS accept a claim under this section.
- (iv) fines, damages or other penalties which the *Insured Person* is ordered to pay by a court or other authority.
- (v) A claim intentionally brought about by an *Insured Person*
- (vi) A legal action an *Insured Person* takes which DAS or the *Appointed Representative* have not agreed to, or where an *Insured Person* does anything that hinders DAS or the *Appointed Representative*.
- (vii) A claim relating to an *Insured Person's* alleged dishonesty or alleged violent behaviour
- (viii) A claim relating to written or verbal remarks which damage an *Insured Person's* reputation.
- (ix) A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, we will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- (x) A dispute with *Us* or DAS not otherwise dealt with under Condition 7.
- (xi) An application for Judicial Review.

What is Covered

2. Contract Disputes

DAS will negotiate for the following:

- (1) The *Insured Person's* legal rights in a contractual dispute arising from an agreement or alleged agreement which an *Insured Person* has entered into for:
 - (a) the buying or hiring in of any goods or services;or
 - (b) the selling of any goods.
- (2) *Your* legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which *You* have entered into for the buying or selling of *Your* principal home.

Provided that:

- (a) the *Insured Person* has entered into the agreement or alleged agreement during the *Period of Insurance*;

and

- (b) the amount in dispute is more than £100.

3. Bodily Injury

DAS will negotiate for the *Insured Person's* legal rights after an event which causes the death of, or bodily injury to, an *Insured Person*.

What is Not Covered

- (i) A contract regarding an *Insured Person's* trade, profession, business or employment or any business venture.
 - (ii) The settlement payable under an insurance policy (DAS will negotiate if *Your* insurer refuses *Your* claim, but not for a dispute over the amount of the claim).
 - (iii) Construction work on any land, or designing, converting or extending any building where the contract exceeds £5,000 (including VAT).
 - (iv) A dispute arising from any loan, mortgage, pension, investment or borrowing.
 - (v) A contract involving a motor vehicle, its parts or accessories.
-
- (i) injuries the *Insured Person* receives while driving a motor vehicle.
 - (ii) Any illness or bodily injury which happens gradually or is not caused by a specific or sudden incident.
 - (iii) Defending an *Insured Person's* legal rights but defending a counter claim is covered.

What is Covered

4. Property Protection

DAS will

(a) negotiate for the *Insured Person's* legal rights in a civil action and/or

(b) arrange mediation:

for a dispute relating to material property (including your principal home) which is owned by the *Insured Person* or for which the *Insured Person* is responsible following:

(i) any event which causes or could cause physical damage to such material property provided that the amount in dispute is more than £100; or

(ii) a legal nuisance meaning any unlawful interference with an *Insured Person's* use or enjoyment of their land, or some right over, or in connection with it; or

(iii) trespass

5. Tax Protection

DAS will negotiate on the *Insured Person's* behalf and represent the *Insured Person* in any appeal proceedings in respect of a *Full Enquiry* by the HM Revenue & Customs into the *Insured Person's* personal tax affairs if the *Full Enquiry* resulted from the *Insured Person's* work as an employee.

6. Jury Service

We will pay the *Insured Person's* salary or wages for the time that the *Insured Person* is off work while attending jury service for each half or whole day of such attendance as far as they are not recoverable from the court or the *Insured Person's* employer.

Limits:

(i) the salary or wages while the *Insured Person* is off work, including the time it takes to travel to and from court to the nearest half day assuming that a whole day is eight hours.

(ii) if the *Insured Person* works full time, the salary or wages for each whole day equals 1/250th of the *Insured Person's* yearly salary or wages.

(iii) if the *Insured Person* works part time, the salary or wages will be a proportion of the *Insured Person's* salary or wages.

What is Not Covered

(i) Any claims relating to:

(a) a contract entered into by an *Insured Person*

(b) any building or land other than *Your* principal home

(c) someone legally taking an *Insured Person's* material property from them, whether the *Insured Person* is offered money or not, or restrictions or controls placed on an *Insured Person's* material property by any government or public or local authority unless the claim is for accidental physical damage.

(d) work done by any government or public or local authority unless the claim is for accidental physical damage.

(e) a motor vehicle owned or used by or hired or leased to an *Insured Person*.

(f) mining subsidence.

(g) the first £250 of any claim for legal nuisance or trespass. This is payable as soon as *DAS* accept the claim.

(ii) Defending any claim under "What is covered 4 (i)" but defending a counter claim is covered.

(i) The tax affairs of a company, or any claim if the *Insured Person* is self-employed, or a sole trader, or in a business partnership.

(ii) An investigation by the Special Compliance Office.

What is Covered

7 Legal Defence

- (i) *DAS* will defend the *Insured Person's* legal rights if an event arising from the *Insured Person's* work as an employee leads to:
 - (a) the *Insured Person* being prosecuted in a court of criminal jurisdiction;or
 - (b) civil action being taken against the *Insured Person* under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion;
- or

- (c) civil action being taken against the *Insured Person* under Section 13 of the Data Protection Act 1998.

- (ii) *DAS* will defend the *Insured Person's* legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is Not Covered

- (i) parking offences.
- (ii) driving of a motor vehicle by an *Insured Person* when valid motor insurance is not held.

Conditions

1. (a) every communication which *DAS* needs from any person insured under this section must be made in writing to them.
(b) an *Insured Person* must take all reasonable steps to prevent any liability which may give rise to a claim under this section.
(c) when a claim is made under this section an *Insured Person* must immediately give written details of the event to *DAS* and provide all information they ask for.
 2. (a) *DAS* can take over and conduct, in the name of an *Insured Person*, any claims or legal proceedings at any time. *DAS* can negotiate any claim on behalf of an *Insured Person*.
(b) The *Insured Person* is free to choose an *Appointed Representative* (by sending *DAS* a suitably qualified person's name and address) if:
 - (i) *DAS* agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an *Insured Person* in those proceedings; or
 - (ii) there is a conflict of interest.

DAS may choose not to accept the *Insured Person's* choice but only in exceptional circumstances. If there is a disagreement over the choice of *Appointed Representative* in these circumstances, the *Insured Person* may choose another suitably qualified person.

 - (c) In all circumstances except those in 2 (b) above, *DAS* are free to choose an *Appointed Representative*.
 - (d) An *Appointed Representative* will be appointed by *DAS* and represent an *Insured Person* according to *DAS's* standard terms of appointment.
- The *Appointed Representative* must co-operate fully with *DAS* at all times.
- (e) *DAS* will have direct contact with the *Appointed Representative*.
 - (f) An *Insured Person* must co-operate fully with *DAS* and the *Appointed Representative* and must keep *DAS* up to date with the progress of the claim.
 - (g) An *Insured Person* must give the *Appointed Representative* any instructions *DAS* require.
3. (a) an *Insured Person* must tell *DAS* if anyone offers to settle a claim.
(b) if an *Insured Person* does not accept a reasonable offer to settle a claim, *We* may refuse to pay any further *Costs and Expenses*.
(c) *We* may decide to pay the *Insured Person* the amount of damages that the *Insured Person* is claiming or which are being claimed against them instead of starting or continuing legal proceedings.
 4. (a) when *DAS* ask, an *Insured Person* must instruct the *Appointed Representative* or any other person to have *Costs and Expenses* taxed, assessed or audited.
(b) an *Insured Person* must take every step to recover *Costs and Expenses* that *We* have to pay and must pay *Us* any *Costs and Expenses* that are recovered.
 5. If an *Appointed Representative* refuses to continue acting for an *Insured Person* with good reason or if an *Insured Person* dismisses the *Appointed Representative* without good reason the cover *We* provide will end immediately unless *DAS* agree to appoint another *Appointed Representative*.
 6. If an *Insured Person* settles a claim or withdraws their claim without *DAS's* agreement or does not give suitable instructions to an *Appointed Representative*, the cover *We* provide will end immediately and *We* will be entitled to reclaim any *Costs and Expenses* paid by *Us*.
 7. If an *Insured Person* and *DAS* disagree about the choice of *Appointed Representative*, or about the handling of a claim, *DAS* and the *Insured Person* can choose another suitably qualified person to decide the matter. *DAS* and the *Insured Person* must both agree to the choice of this person in writing. Failing this *DAS* will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the difference will be paid by the one who loses the dispute.
 8. *DAS* may at their discretion require an *Insured Person* to obtain at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by an insured person and *DAS* as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an *Insured Person* will recover damages (or obtain any other legal remedies that *DAS* has agreed to), the cost of obtaining the opinion will be paid by *Us*.
 9. All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

General Policy Exclusions

(these apply to the whole policy)

We will not pay for:

1. Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
2. **Damage** to any property, any resulting loss or expense, any consequential loss or any legal liability which is directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
3. **Damage** by pressure waves from aircraft or other aerial devices flying faster than the speed of sound.
4. Repair or replacement of any undamaged:
 - a) area of carpet when **Damage** occurs within a clearly identifiable area,or
 - b) item which forms part of a matching set or suite where **Damage** occurs to a specific part.
5. Any reduction of market value beyond the cost of repair or replacement.
6. (Not applicable to Legal Expenses Section) **Damage** caused by, or any legal liability arising from, the failure, breakdown or breakage of any mechanical, electrical, electronic or computer equipment caused by the equipment not being able to recognise or process any data as the true calendar date. Subsequent **Damage** will still be covered subject to the terms and conditions of this Policy.
7. Any **Damage** or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident,

8. **Terrorism**

Part A (Property) – applicable to the Buildings, Contents and Personal Possessions sections of the policy.

Regardless of any contributory cause this insurance does not cover any loss, damage, expense or consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with:

- a) contamination or the threat of Contamination.
- b) any action taken in controlling, preventing or in any way relating to Contamination or the threat of Contamination due to any act of **Terrorism**.

For the purposes of this exclusion 'Contamination' means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of any substance or process.

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

Part B (Third Party Liability) – applicable to any section or part of a section insuring legal liability to third parties (other than **Your** domestic employees).

This insurance does not provide an indemnity in respect of any liability to third parties or any liability incurred by **You** for damages costs or expenses directly or indirectly caused by resulting from or in connection with any act of **Terrorism**.

This policy also excludes any such third party liability or any liability incurred by **You** 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**.

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

9. Consequential loss of any kind incurred by **You**.

General Policy Conditions

(these apply to the whole policy)

1. Effect of Conditions on Right to Benefit

In order to receive benefit under this insurance **You**, or any other person seeking benefit, must observe the terms and conditions of this Policy.

2. More than One Location

If this Policy covers **Buildings** or **Contents** at more than one address, then it will apply as though a separate Policy had been issued for each address.

3. Construction of the Home

Unless stated otherwise in the **Schedule**, the **Home** (but not necessarily outbuildings or garages) is manufactured to the version of Residential Park Homes Specification BS3632 current at the time of build.

4. Care of Property

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent and minimise any claims.

5. Change in Circumstances

You must inform **Us**, as soon as reasonably possible, of any change in the information **You** have provided to **Us** about **Yourself** or **Your Home** which may affect the insurance cover provided. Examples are:

- change of Address.
- any period of unoccupancy longer than thirty consecutive days.

You must also notify **Us** if **You** or anyone living with **You** are:

- declared bankrupt.
- convicted of any criminal offence other than fixed penalty motoring offences.

If **You** are in any doubt whether to notify **Us** of a change, **You** should contact **Us** with the full details.

If **You** fail to tell **Us** of any change in circumstances **We** may not pay **Your** claim.

6. How to Claim

Any event which might become a claim under the Policy must be reported to **Us** as soon as possible. A written statement of the claim will be required, and a claim form will be provided. Supporting documentation (estimates, bills and the like) must also be sent to **Us**.

The Police must be informed immediately of any theft, attempted theft or damage caused by rioters, malicious persons or vandals. They must also be informed of the loss of any property insured under the 'Personal Possessions' section.

If any person is claiming against **You** or **Your Family**, every letter, claim, writ or other document should not be answered, but must be sent to **Us** without delay. **You** or **Your Family**, must not attempt to negotiate any claim nor admit or deny any claim without **Our** consent.

In any event which may result in a Legal Expenses claim tell DAS Legal Expenses Insurance Company Limited as soon as possible.

7. Company's Control of Claims

We are entitled to:

- a) enter any building where **Damage** has occurred and deal with salvage but this does not mean that property can be abandoned to **Us**.
- b) receive all necessary information and assistance from **You** and from any other person seeking benefit under this Policy.
- c) take over and conduct in **Your** name, or any person seeking benefit under this Policy, the defence or settlement of any claim.
- d) take proceedings at **Our** own expense and for **Our** own benefit, but in **Your** name or any other person who is claiming or has received benefit, to recover any payment made or due under this Policy.

8. Other Insurances

If when any claim arises there is any other insurance in force covering the same matter, **We** will only pay **Our** rateable proportion. This condition does not apply to compensation for fatal injury under the '**Contents**' section.

General Policy Conditions

(continued)

9. Fraud

If a claim is fraudulent in any respect, all benefit under this Policy will be forfeited.

10. Cancelling the Policy

(a) **Your** right to cancel in the cooling-off period:
If after insuring with **Us** and receiving the full written policy documentation including the schedule **You** subsequently change **Your** mind **You** have 14 days to write to the sender confirming that **You** do not wish to continue. No charge will be made and any premium **You** have already paid will be refunded.

(b) **Your** right to cancel after the cooling off period:
If **You** do not cancel the policy within the 14-day cooling off period mentioned above, the policy is in force and **You** are committed to pay the premium. However, **You** can still cancel the policy providing **You** give Ecclesiastical Insurance Office plc notice in writing when the refund will be:

<i>Period of cover up to</i>	<i>Refund</i>
1 month	80%
3 months	60%
6 months	40%
8 months	20%
over 8 months	NIL

(c) **Our** right to cancel:
We have the right to cancel the policy by giving **You** seven days notice in writing sent by recorded delivery to **Your** last known address. If **We** cancel the policy **We** will refund the part of **Your** premium which covers the cancelled period.

Complaints Procedure

(not forming part of the policy)

Customer service is our number one priority. We always aim to provide a very high standard of service. However, if you have any reason to complain about the advice or service you have received you can make your complaint in writing or verbally to either:

Cass-Stephens Insurances Ltd who arranged the contract at:

Cass-Stephens Insurances Ltd,
Parksure Department,
Regency House,
21 Spa Road,
Gloucester,
GL1 1UY

Tel: 01452 314413
Fax: 01452 314412
E-mail: parks@cass-stephens.co.uk

or the Compliance Officer or Chief Claims Manager at Ecclesiastical Insurance Office plc:

Ecclesiastical Insurance Office plc,
Beaufort House,
Brunswick Road,
Gloucester,
GL1 1JZ

Tel: 01452 528533
Fax: 01452 423557
E-mail: complaints@eigmail.com

- we will acknowledge all complaints within 5 working days.
- all complaints will be investigated independently at a senior level within Ecclesiastical.
- we will aim to respond formally to your complaint within 4 weeks, but we shall endeavour to report to you within 10 working days whenever possible.
- if after 4 weeks we have not completed our investigation we will write to you to tell you the progress of the investigation. We will then write to you again within 8 weeks of receiving your complaint with our response, or to inform you of the progress being made.

- if you are not satisfied with our response, or we have not completed our investigation after 8 weeks, we will inform you of your right to take the complaint to:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

(not forming part of the policy)

As with all Financial Services Authority (FSA) regulated companies, should a situation arise where Ecclesiastical were unable to pay claims against it you may be entitled to compensation from the FSCS.

For further information on the scheme you can visit the website at

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
7th Floor, Lloyds Chambers,
1 Portsoken Street,
London E1 8BN.
Tel 020 7892 7300

The scheme was set up under the terms of the Financial Services and Markets Act 2000. They are an independent, non-profit making organisation and cover deposits, insurance and investments.

FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the Scheme for a claim against an insurance firm depends on the type of insurance policy.

For Home Insurance the first £2,000 of a claim or policy is protected in full. Above this amount, 90% of the rest of the claim or value of unused premiums will be met.

This contract is underwritten by:

Ecclesiastical Insurance Office plc.
Our FSA register number is 113848
Our permitted business is general insurance.
You can check this on the FSA's register by visiting the FSA's website – www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.



