

## **Static Caravan, Park Homes, Chalets and Mobile Home Insurance**

Effected through

CBI Insurance Consultants Ltd  
35 Conway Road  
Colwyn Bay  
Conwy  
LL29 7AA

This is to Certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Insurance Companies, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract. In consideration of the payment of the premium specified herein, the said Insurance Companies are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof this Policy has been signed at the place stated and on the date specified by

A handwritten signature in black ink, appearing to read 'K Jones'.

in Colwyn Bay

September 2017

## Schedule

The Underwriters named hereon bind themselves each for their own part and not for one another. Each Underwriter's liability under this Certificate shall not exceed the percentage or amount of the risk shown against that Underwriter's name.

100.00% - ERGO Vericherung AG, UK.

### Several Liability Notice

The subscribing Insurer's obligations 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 subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation

### Our commitment to customer service.

CARAVAN AND LEISURE Insurance Consultants are committed to providing a first class service and going the extra mile for all our customers.

### Complaints Procedure

If You have any questions, concerns or wish to make a complaint about our sales process or suitability of Your Policy, You should contact either CBI Insurance Consultants as per the details below, or the Insurance Broker who arranged this Policy for You.

Post: Caravan and Leisure Insurance Consultants 35 Conway Road Colwyn Bay Conwy LL29 7AA	Telephone: 01492 534524 Email: <a href="mailto:cbi-insurance.com">cbi-insurance.com</a> Website: <a href="http://cbi.co.uk">cbi.co.uk</a>
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If Your complaint relates to any other matter including claims You should contact:

The Complaints Manager  
JRP Insurance Management Ltd.  
Suite 828, Gallery 8, Lloyds Building  
One Lime Street, London, EC3M 7DQ  
Phone 0203 326 2030  
Email [david.ezzard@jrpunderwriting.co.uk](mailto:david.ezzard@jrpunderwriting.co.uk)

If your complaint cannot be resolved by JRP Management Ltd within 3 working days you can raise the complaint with us:

The Complaints Manager  
**ERGO Versicherung AG, UK Branch**  
MUNICH RE GROUP offices  
Plantation Place – 3<sup>rd</sup> Floor  
30 Fenchurch Street  
London EC3M 3AJ  
Phone 020 3003 7444  
Email [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

If Your Insurance Broker or ERGO Versicherung AG, UK Branch remain unable to resolve the complaint to your satisfaction then you may also have the right to refer your complaint to:

**The Financial Ombudsman Service**  
Phone 08000 234 567

Further information is available from them and on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

### **Financial Services Register**

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on [www.fca.org.uk](http://www.fca.org.uk) or by calling 0800 111 6768

### **Financial Services Compensation Scheme (FSCS)**

ERGO Versicherung AG, UK Branch is covered by the FSCS. This means that you may be entitled to compensation from the scheme in the unlikely event that ERGO Versicherung AG, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or [www.fscs.org.uk](http://www.fscs.org.uk)

### **Authorisation and Regulation**

ERGO Versicherung AG is a German insurance company with its headquarters at Victoriaplatz 2, 40477 Düsseldorf. Registered No: HRB36466. UK Branch registered in England and Wales, Registration No. BR016401. Registered Office: 55 King William Street, London, EC4R 9AD.

ERGO Versicherung AG, UK Branch is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

## General Advice

### **Taking care**

The information below provides advice to owners but is not part of the policy. Adequate care is essential and there are sensible precautions you can take to reduce the likelihood of loss or damage.

### **Theft**

It is worth considering the following precautions:-

Fitting an alarm system. The best ones alert the park of a break in.

We recommend that you speak with the park owner/manager for advice.

Out of season, or if unoccupied for long periods, take electrical goods and personal possessions home with you.

Out of season, hide anything left in the Insured Structure and leave curtains and cupboards open so it is obvious to thieves there is nothing worth breaking in to steal.

### **Fire**

We recommend that you fit a smoke detector (and check on a regular basis). Fire blankets and extinguishers should be kept in the Insured Structure. Make yourself aware of the position of the fire hoses and extinguishers etc on the park.

### **Water Damage**

Sensible precautions should be taken as follows:-

Inspect the seams and seals where panels join and talk with your park owner/manager if any problems are encountered which could cause water ingress.

If you have roof gutters, then these need to be kept clear of obstructions.

Keep the exterior paneling clean and check the general condition.

To protect against condensation out of season, leave interconnecting doors and wardrobe doors open. Also, stack upholstery in the middle of the lounge area.

### **General Maintenance**

Ensure vents are never obstructed – this is vital where gas is involved.

Check the underside periodically to see if any pipes are leaking.

To protect against corrosion especially if you are on a coastal park, protective paint should be used every couple of years.

Anchoring should be inspected and maintained on a regular basis.

When out of season and/or unoccupied, consider the damage which small mammals/vermin could make. Your park owner/manager can provide advice of how to avoid such damage.

## Definitions

Certain words have special meanings, which apply whenever they appear in the Policy or Schedule. These words and their meanings are shown below.

**Underwriters, we, us, our** – ERGO Versicherung AG, UK.

**Insured, you, your** – The person or people named in the Schedule and all family members who permanently reside with them.

**Policy** – Your Policy booklet and the most recent Schedule which includes any Endorsements.

**Schedule** – The schedule attaching to the Policy specifying the terms and extent of this Policy.

**Conditions Precedent** - The **Policy** contains certain obligations with which the **Insured** must comply. These obligations are, each of them, **Conditions Precedent**. In the event that the **Insured** is in breach of a **Condition Precedent** at the time of a loss then **Underwriters** will have no obligation to indemnify the **Insured** in relation to any claim for that loss whether or not there is a causal connection between the loss, the claim and the breach.

**Endorsement** – A change in terms of the Policy. Endorsements applying to this Policy are noted in the Schedule.

**Insured Structure** – the Structure specified in the schedule including all interior and exterior non-detachable fixtures, fittings and furnishings, plus ancillary domestic outbuildings, chests, steps, decking, landscaping, boundary fences and the like.

**Contents** – the Contents of the insured Structure - including antiques, paintings and objet d'art and also gas cylinders whilst outside the Insured Structure. The total value of antiques, paintings and objet d'art not to exceed 20% of the total contents value Insured

**Damage(d)** – Accidental loss or destruction of or damage to the Property Insured.

**Unoccupied** – When the Insured Structure has been unoccupied for more than 15 consecutive days.

**Excess** – The first part of any claim for Damage which you have to pay. Any sum insured limit will apply before the Excess has been deducted.

**Period of Insurance** – The duration of this Policy as shown in the Schedule and any further period for which we accept the premium.

## **SECTION 1: STRUCTURE**

The Underwriters will indemnify the Insured against Damage to the Insured Structure occurring during the period of insurance subject to the limits stated in the Schedule.

In addition Underwriters will indemnify the Insured for:-

- a) loss of rent, ground rent and the costs of alternative accommodation incurred in consequence of the Insured Structure being rendered uninhabitable by any of the risks Insured, during the period of insurance, not exceeding 10% of the Sum Insured of the structure.
- b) Accidental damage, occurring during the period of insurance for which the Insured is responsible, to gas or water pipes, drains, sewage, telephone and electricity cables from the Insured Structure to the public mains.
- c) Accidental breakage of fixed glass forming part of the Insured Structure fixed wash basins, splash backs, pedestals, baths, sinks, shower trays, bidets, lavatory pans and cisterns.
- d) Re-siting, debris removal and re-delivery costs following an Insured claim under this insurance, subject to the sum Insured being adequate.

## **SECTION : CONTENTS**

The Underwriters will indemnify the Insured against Damage to the Contents within the Insured Structure occurring during the period of insurance subject to the limits stated in the Schedule.

### **GENERAL EXTENSIONS TO SECTIONS 1 AND 2**

#### **PROFESSIONAL FEES**

Cover includes the cost of Architects, Surveyors, and Consulting Engineers, legal, professional and design fees necessarily incurred in the reinstatement of the Insured Structure or Contents consequent upon its Loss or Damage. The amount payable will not include the costs of preparing any claim or estimate of loss nor exceed in the aggregate the Insured Structure Sum Insured.

#### **EUROPEAN COMMUNITY AND PUBLIC AUTHORITIES**

Cover includes the costs necessarily incurred in reinstating in compliance with

- a) European Community Legislation
- b) Building or other regulation, under or framed in pursuance of any Act of Parliament, Municipal, or Local Authority or Bye Law or Licensing Authority

In reinstating the portion(s) damaged, provided that the amounts recoverable do not include the additional costs incurred in complying with any of the aforementioned regulations with which the Insured had been required to comply prior to the happening of loss or damage.

## **DEBRIS REMOVAL.**

Cover includes costs and expenses necessarily incurred and with the consent of Underwriters in removing debris, dismantling, demolishing, shoring or propping up, of the portion or portions of the Property Insured hereon as a result of Loss or Damage hereby insured against. Underwriters will not be liable for costs incurred in removing debris other than from the site of such property destroyed or arising from pollution or contamination of any property not Insured hereon.

In consideration of this insurance not being reduced by the amount of any loss, the Insured shall pay the appropriate extra premium following such loss to reinstate sums Insured from the date of loss to expiry of the certificate.

## **COMPENSATION FOR DEATH**

The insurance provided by Sections 1 and 2 extends to include compensation for the death of the Insured up to a maximum amount of £5,000 if the Insured or spouse of the Insured is fatally injured, in any Insured Structure hereunder, as a direct result of fire or by outward and visible violence caused by thieves provided that :-

- a) Death occurs within 12 calendar months of such injury and
- b) The age of the person(s) involved does not exceed seventy at the time of such injury.

## **BASIS OF CLAIMS SETTLEMENT**

### **STRUCTURE**

In the event of Loss or Damage to any Insured Structure or part thereof caused by the risks Insured the Underwriters will pay the full cost of replacement payable by the owner (including suppliers profit) without any deduction for age, wear, tear or depreciation.

Provided that:-

- a) The Insured Structure is maintained in a good state of repair.
- b) The Sum Insured at the time of the loss is not less than the current cost of replacing with new including the costs of debris removal or site clearance, delivery and re-siting.
- c) The Insured actually incurs the cost of and replaces the damaged Structure
- d) The Insured Structure is less than 15 years of age.

In the event of provision a), b) or c) not being complied with, the Underwriters will only pay the cost of repair or replacement after allowance has been made for wear, tear and depreciation of the part of the Insured Structure Damaged, up to but not exceeding the sum Insured.

In the event that the Insured Structure is greater than 15 years of age, the basis of settlement will revert to "Indemnity", which means the market value of the Insured Structure at the time of the loss.

Should any Insured Structure be of greater value than the Sum Insured at the time of Loss or Damage then the Insured shall be considered to be his own Insurer for the difference and shall bear a proportional amount of the claim costs accordingly.

## **CONTENTS**

In the event of Damage to any article (other than household linen and/or clothing) Insured under this Policy, the basis of settlement shall be the costs of replacing the article irrespective of the age of the article at the time of loss.

Provided that:-

- a) The Sum Insured on Contents at the time of loss is not less than the current cost of replacing them with new.
- b) The replacement article is substantially the same as but not better than the original article when new.
- c) The Insured actually incurs the cost of and replaces the damaged article.

In the event of provision a), b) or c) not being complied with, the underwriters will only pay the cost of repair or replacement after allowance has been made for wear, tear and depreciation of the article Damaged, up to but not exceeding the Sum Insured shown in the Schedule.

## **AVERAGE**

If at the time of any loss, the total value of the Insured Structure and/or contents exceeds the Sum Insured, then the Insured shall be considered to be his own Insurer for the difference and shall bear a proportional amount of the claim costs accordingly. Every item, if more than one, shall be separately subject to this condition.

## **AUTOMATIC REINSTATEMENT**

Payment in respect of any claim shall not reduce the insurance hereunder, subject to the Insured paying the appropriate pro rata additional premium from the date of loss to expiry calculated on the amount of the loss paid.

## **EXCLUSIONS TO SECTIONS 1 AND 2.**

The underwriters will not be liable for:-

- a) The first £50.00 of each and every claim. For the purposes of this exclusion each Insured Structure shall be considered as a separate risk whether or not they be in common ownership.
- b) Theft and/or Malicious Damage by a Hirer/Tenant.
- c) Damage caused by or resulting from collapse, normal settling, shrinkage, subsidence, landslip or heave.



- d) Damage to property whilst being worked upon processed, in the process of cleaning, restoring or repairing, direct application of tools or entry of foreign bodies.
- e) The cost of maintenance or normal decoration or loss or damage caused by or resulting from wear, tear, gradual deterioration, insects including moths, vermin, pets, dampness or dryness of atmosphere, contamination, smog, shrinkage, expansion, evaporation, loss of weight, rust, chipping or scratching of painted or polished surfaces, wet or dry rot, corrosion, change in flavour, colour, texture or finish, faulty or defective design, materials or workmanship, inherent vice and latent defect.
- f) Failure of seals, seams or joints .
- g) Damage to awnings, toilet tents, detached steps, landscaping, fencing, gates and hedges and the like as a result of storm, tempest or flood.
- h) Damage as a result of electrical and/or mechanical breakdown, failure or derangement, damage by self-heating, short-circuiting or excessive pressure atmospheric or climatic conditions.
- i) Damage to money, jewellery, furs, personal gold or silver articles, unless otherwise included by endorsements. Loss or damage to articles of a brittle nature, documents of any kind, securities, certificates, cheques, guns, contact lenses, spectacles, motor vehicles and accessories, sporting equipment of any kind whilst in use, watercraft, outboard engines, water sports clothing and equipment, livestock and pedal cycles.
- j) Damage to any Insured Structure or any Insured property whilst any Insured Structure is of incomplete construction
- k) Breakage of glass, over winding, denting and internal damage to watches and clocks.
- l) Pollution and contamination.
- m) The peril of Flood unless the base of the Insured Structure is a minimum of 0.30 metres above the highest known or recorded watermark.
- n) Damage caused by Storm as a result of overturning or uplifting of the Insured Structure where the chassis is not securely anchored at each corner or completely skirted in a substantial material or material or product produced by a recognized supplier or manufacturer.
- o) Any loss (including loss of value) of or damage to the land or any part of the land upon which the Insured Structure is sited.
- p) Extremes or changes in temperature but this is deemed not to apply to boilers and water pipes whilst the premises are occupied during the period 1st April to 30th November.

### **SECTION 3: LIABILITY TO THE PUBLIC**

Underwriters will indemnify the Insured against all sums which they may become legally liable to pay in respect of claims made by any person, visitor or guest excluding members of the Insured's family arising out

of the ownership of the Insured Structure for:-

- a) Bodily injury fatal or non-fatal.
- b) Damage to property belonging to or in the care custody or control of any visitor or guest.

Occurring, during the period of insurance and caused in connection with the Insured Structure anywhere in the United Kingdom.

Cover includes indemnity for any legal liability incurred by the Insured in respect of Section 3 of the defective premises act 1972 in connection with premises which have been disposed of by the Insured. Underwriters will not be liable for the costs of remedying any defect in the premises disposed of nor will underwriters be liable if the Insured is entitled to indemnity from any other source.

### **LIMITS OF INDEMNITY**

The amount of indemnity provided by this section and as stated in the schedule is for any one accident or series of accidents arising out of one event and is unlimited in any one period of insurance.

The liability of the Underwriters for all damages payable as a result of any one occurrence or of all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule irrespective of the number of insured parties involved.

In addition the Underwriters will pay;

- a) All other defense costs and expenses incurred with their prior written consent

### **EXCESS**

The Policy shall not indemnify you under this Section against liability for the first £50 of all claims arising from one occurrence and the Insured shall reimburse the Underwriters for all sums which the Underwriters shall pay in respect thereof.

### **SECTION 3: EXCLUSIONS**

This section does not cover:-

- a) Any liability arising under a contract or agreement (other than a contract with a visitor guest or member for the provision of accommodation food or drink) which imposes upon the Insured a liability which the Insured would not otherwise have been under
- b) Any liability in respect of claims made against the Insured his employees or agents arising out of the use of any motor vehicle whilst governed by the provision of the Road Traffic Act or equivalent legislation applicable to the territory.
- c) Personal or Bodily Injury or Damage to property directly or indirectly caused by seepage, pollution or contamination provided always that this exclusion shall not apply to liability for personal or bodily injury or loss or damage to property where such seepage pollution or contamination is caused by a sudden unintended or unexpected happening.

- d) Bodily Injury or Property Damage arising out of the ownership or possession of any animal other than cats, horses or dogs which are not designated dangerous under the Dangerous Dogs Act 1991 (and any amending legislation).
- e) Any Bodily Injury or Damage arising out of the ownership, possession or operation by the Insured of any mechanically propelled or horse drawn vehicle any ship, vessel, craft (other than manually propelled rowing boats, punts or canoes) or any aircraft.
- f) Any Bodily Injury or Damage arising out of the Insured's profession, occupation or business.
- g) Bodily injury to any person, who at the time of sustaining such injury, is actually engaged in the Insured's service.
- h) Damage to property belonging to or in the care, custody or control of the insured.

#### **CONDITION.**

The indemnity provided hereunder is subject to any action for loss, damage or bodily injury being brought, against the Insured, in a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

#### **DEFINITION**

For the purposes of this section the expression "the insured" wherever it may appear shall include any member of the Insured's family whose home residence is the same as the insured's at the time of the loss.

#### **GENERAL EXCLUSIONS**

#### **APPLICABLE TO ALL SECTIONS OF THE POLICY**

#### **MICRO-ORGANISM EXCLUSION CLAUSE**

This agreement does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

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

#### **CONTAMINATION AND POLLUTION EXCLUSION CLAUSE**

1. This Policy shall not cover any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

2. This exclusion does not apply if such loss or damage arises out of one or more of the following perils
- a) Fire, Lighting, Explosion, Impact of Aircraft
  - b) Vehicle Impact, Sonic Boom
  - c) Accidental escape of water from any tank or apparatus or pipe
  - d) Riot, Civil Commotion, Malicious Damage
  - e) Storm, Hail
  - f) Flood, inundation
  - g) Earthquake
  - h) Landslide, Subsidence
  - i) Pressure of Snow, Avalanche
  - j) Volcanic Eruption

All other terms and conditions of this Agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

#### **INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE CL356**

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

In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) Any weapon of war employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

#### **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE – NMA 1622**

This Policy does not cover:

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) Any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from

- 1) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- 2) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **ELECTRONIC DATA ENDORSEMENT – NMA 2915**

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

- A. This Agreement does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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. COMPUTER VIRUS includes but is not limited to “Trojan Horses”, “worms” and “time or logic bombs”.

- B. However, in the event that a peril listed below results from any matters described in paragraph (a) above, this Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original policy period to the property insured by the original policy directly caused by such listed peril.

Listed Perils: Fire, Explosion

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Agreement suffer physical loss or damage insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## **WAR AND CIVIL WAR EXCLUSION CLAUSE – NMA 464**

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

## **NUCLEAR ENERGY RISKS EXCLUSIONS CLAUSE**

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or via Pools and / or Associations. For the purposes of this agreement Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

1. Nuclear reactors and nuclear power stations or plant.
2. Any other premises or facilities whatsoever related to or concerned with:
  - a. the production of nuclear energy or
  - b. the production or storage or handling of nuclear fuel or nuclear waste
3. Any other premises or facilities eligible for insurance by any local Nuclear Pool and / or Association.

## **TERRORISM EXCLUSION ENDORSEMENT – NMA 2920**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.

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

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the Assured.

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

## Northern Ireland Overriding Exclusion Endorsement

Northern Ireland Overriding Exclusion Applicable to Insurers relating to Property in Northern Ireland other than private dwellings.

Notwithstanding anything in the Policy or in an extension thereof, it is hereby declared and agreed that as an exclusion overriding all the other terms (including the nature and terms of perils insured against) this Policy does not cover loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence of:

- (a) Civil commotion
- (b) Any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.  
Note – “Unlawful Association” means any organisation which is engaged in terrorism and includes an organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973. “Terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceedings where **the insurers** allege that by reason of the provisions of this endorsement any loss, destruction or **Damage** is not covered by this Policy the burden of proving that such loss destruction or **Damage** is covered shall be upon the Assured.

The overriding exclusion applies to this Policy and to any extension thereof, whether such extensions be issued before or after this overriding exclusion except only if an extension be issued hereafter which expressly cancels this overriding exclusion.

## ASBESTOS ENDORSEMENT

2. This Policy only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically Damaged during the Period of Insurance by one of these Listed Perils;

Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence.

This coverage is subject to all limitations in the Policy to which this endorsement is attached and in addition to each of the following specific limitations;

- a) The said building or structure must be insured under this Policy for Damage by a Listed Peril.
- b) The Listed Peril must be the immediate sole cause of the Damage to the asbestos.
- c) The Insured must report to the Underwriters the existence and cost of the Damage as soon as practicable after the Listed Peril first Damaged the asbestos.



However this Policy does not insure any such Damage first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance.

This Policy shall provide no cover (whether for physical Damage business interruption delay of repair or other consequential loss) in respect of;

- i) Wear and tear or inherent defect, quality or vice in or of any asbestos
- ii) Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (Damaged or otherwise) or
- iii) Any asbestos which the Listed Peril has not physically Damaged.

Except as set forth in the foregoing Part A. of this endorsement, this Policy does not insure asbestos or any interest relating thereto.

#### **ASBESTOS EXCLUSION (Liability Section Only)**

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

#### **SONIC BANG EXCLUSION.**

This insurance does not cover damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### **WATER TABLE.**

This insurance does not cover damage attributable solely to change or changes in the water table level.

### **CONDITIONS PRECEDENT**

#### **ANCHORING & SKIRTING**

It is a Condition Precedent to liability that the chassis of the insured Structure is securely anchored at each corner or completely skirted in a substantial material or material or product produced by a recognized supplier or manufacturer.

#### **PROTECTIONS MAINTENANCE**

It is a Condition Precedent to liability the whole of the protections including the alarm system where fitted, be maintained in good working order at all times throughout the currency of this insurance. Alarm systems must be maintained under an annual maintenance agreement.



All protections are to be in full and effective operation at all times when the Insured Structure is unoccupied and at all other appropriate times, including when said Insured Structure is left unattended, and that such protections shall not be withdrawn, or varied to the detriment of the interest of Underwriters.

All keys and duplicate keys relative to the above protections to be removed from the premises when closed for and at all other appropriate times, including when said Insured Structure is left unattended.

### **UNOCCUPIED**

It is a Condition Precedent to liability In the event that the Insured Structure is left Unoccupied for a period of more than 15 consecutive days during the period of this insurance that:-

- a) Between 31/10 and 31/03 annually all mains services are disconnected and all water tanks and pipes are drained down to the fullest extent possible.
- b) All doors and windows are properly secured at all times.
- c) All combustible materials are removed from around the Insured Structure and vegetation is kept under control.

### **GENERAL CONDITIONS**

#### **APPLICABLE TO ALL SECTIONS OF THE POLICY**

#### **DUTIES OF THE INSURED**

The Insured shall at all times take all reasonable and proper precautions to prevent accident, illness, loss or damage and to comply with all statutory regulations, obligations and bye laws.

#### **FRAUDULENT CLAIMS**

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited.

#### **NOTICE OF CLAIMS**

The Insured shall give written notice of any occurrence likely to give rise to a claim under this insurance, immediately the same shall come to his or her knowledge. All summons, writs, processes or intimation of any inquest or fatal injury must be forwarded immediately to Underwriters. The Insured and any persons related or acting for the Insured shall use best endeavours to obtain relevant names and addresses of witnesses to an incident likely to give rise to a claim under this insurance. In the event of loss or damage by theft, vandalism or malicious damage or any attempt thereat the Insured shall give immediate notice to the police.

#### **SUBROGATION**

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Underwriters who shall be entitled, if they so desire, to take over and conduct at their own expense, in the name of the Insured, the defence or prosecution of any claim and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. The Insured shall give all such assistance and information as Underwriters may reasonably require.

## **CANCELLATION CLAUSE**

This insurance may be cancelled at any time by the Insured in writing to the broker who effected the insurance. Subject to there being no claims either paid or outstanding the premium shall be adjusted on the basis of the Underwriter receiving the customary short-term premium.

This insurance may be cancelled by or on behalf of Underwriters by giving 30 days notice of cancellation in writing and the premium shall be adjusted on the basis of Underwriters receiving the appropriate pro rata premium.

## **CONTRACT RIGHTS**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right of a third party which exists or is available apart from that Act

## **OTHER INSURANCES**

If at the time of any loss there be any other insurance effected which would also respond to such loss liability hereunder shall be limited to its ratable proportion of such loss. If any other such insurance is excluded from ranking concurrently with this policy, either in whole or in part, liability hereunder shall be limited to any excess amount beyond the amount which would have been payable under such other insurance had this policy not been effected.

## **CLAUSES**

### **THE FOLLOWING CLAUSES OPERATE ONLY IF THEY ARE SPECIFIED ON THE SCHEDULE**

#### **RESIDENTIAL AND LONG TERM OCCUPATION**

Where any of the Reference numbers as below are shown in the Schedule, then the Clause(s) to which the Reference number(s) relate(s) is/are conditions precedent to liability and deemed to be attaching to and forming part of this Insurance and subject to the terms, conditions and limitations of this Insurance.

#### **AC1. FROZEN FOOD**

The Underwriters will indemnify the Insured by paying the amount of loss or damage following deterioration or putrefaction of the contents of the Insured's frozen food cabinets and domestic refrigerators due to

- a) A change in temperature following breakdown of the refrigeration machinery or failure of the public electricity or gas supply
- b) The action of refrigerant fumes escaping or the blowing of fuses

The indemnity provided by this section will not apply to or include loss or damage due to: -

- a) The deliberate supply act of any electricity or gas supply authority or the act of any authority by its power to withhold or restrict.
- b) Failure of the electricity or gas supply due to strikes or any other withdrawal of labour by employees of any electricity or gas supply authority.

It is a condition of this section that that any frozen food cabinet, cold room or refrigerator shall be less than 10 years old and that it is serviced or maintained annually by a recognized refrigeration engineer.

Underwriter's liability in respect of this section is limited to £500 any one loss.

#### **AC2. CONTENTS TEMPORARILY REMOVED**

The cover provided by the Insurance in respect of an Insured Structure permanently occupied as the sole residence of the Owner or Tenant extends to apply to Contents whilst temporarily removed from the specified Insured Structure but remaining in the United Kingdom or Republic of Ireland. This extension does not cover:-

- (1) Property in a Furniture Storage Warehouse
- (2) Storm or Flood Damage to property left in the open
- (3) Theft unless involving forcible entry to or exit from any building.

#### **AC3. UNSPECIFIED PERSONAL EFFECTS AND VALUABLES WHILST AWAY FROM PARK HOME OCCUPIED AS A PERMANENT RESIDENCE.**

The cover provided by Section 2 extends to include loss or damage to personal effects and valuables of the insured occurring anywhere in the United Kingdom.

Unspecified Personal Effects and Valuables shall include unspecified jewellery, clothing, sports equipment and pedal cycles belonging to the Insured or to members of their family permanently residing with them. Cover includes money and financial loss sustained by the mis-use of the Insureds credit cards.

Subject to:-

- a) No one item of greater value than £500.
- b) Limit in respect of money and loss or mis-use of credit cards is £500.
- c) Total value of gold, silver, precious metals or jewellery is limited to one third of the value of Contents.
- d) It is a condition in respect of loss or mis-use of credit cards that the issuing authority be advised immediately if a card is lost or stolen.

#### **AC4. UNSPECIFIED PERSONAL EFFECTS AND VALUABLES WHILST AWAY FROM PARK HOME OCCUPIED AS A PERMANENT RESIDENCE.**

The cover provided by Section 2 extends to include loss or damage to personal effects and valuables of the Insured .

Unspecified Personal Effects and Valuables shall include unspecified jewellery, clothing, sports equipment and pedal cycles belonging to the Insured or to members of their family permanently residing with them. Cover includes money and financial loss sustained by the mis-use of the Insureds credit cards.

Subject to:-

- a) No one item of greater value than £500.
- b) Limit in respect of money and loss or mis-use of credit cards is £500.
- c) Total value of gold, silver, precious metals or jewellery is limited to one third of the value of Contents.
- d) It is a condition in respect of loss or mis-use of credit cards that the issuing authority be advised immediately if a card is lost or stolen.

#### **AC5. FLOTATION DEVICE CONDITIONS**

Where flotation devices are fitted it is agreed that the anchoring and skirting Condition Precedent is deleted.

It is a condition precedent to liability that;

Cover is subject to Underwriters approving the design of the device.

No items such as balconies, decks or decking, steps, skirting or similar can be attached to the unit.

No items to be stored under the unit in such a way that may hinder or obstruct the rise or descent of the unit.

No chains or restrainers to be fixed to the unit and/or the base.

Electricity cables, aerials or other cables must be long enough to allow the unit to rise to the full extent of the flotation device.

The device or any part thereof must not be removed without the prior consent of the Underwriters.

The device must be inspected on an annual basis in accordance with the manufacturers' recommendations and any defects remedied as soon as practicable thereafter.

A copy of the latest inspection Certificate must be retained for examination by Underwriters in the event of a claim.

#### **E.U. DISCLOSURE CLAUSE (UK)**

The Parties are free to choose the law applicable to this insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

#### **COOLING OFF PERIOD**

You may cancel this insurance within 14 days of the later of the day you purchase this insurance or the day on which you receive the insurance documents and receive a full refund of the premium paid. Underwriters reserve their rights to refund any premium if you have made a claim on this insurance. If you wish to cancel this insurance outside of this period please refer to the Cancellation clause.

## **CLAIMS PROCEDURE**

### **JRP Claims Services**

**Telephone Number 0345 604 6964**

- If you need to make a claim, simply contact our claims advisors on the above number for immediate claims assistance and advice from a dedicated team. You will be asked to provide details of your claim and will be sent a claim form for completion and signature.
- Where possible you should keep proof of purchase, estimates for repair or replacement of damaged articles and any damaged articles for us to inspect.
- Any incident of vandalism, theft or loss must be reported to the Police immediately upon discovery.
- If any person is claiming against you or your family, any correspondence you receive should not be answered but must be sent to us without delay.
- Do not attempt to negotiate any claim without our written consent.
- You should take all reasonable steps to reduce any damage and prevent any further damage.
- Do not admit liability or promise to make a payment.