

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

## **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% - Great Lakes Insurance SE

### 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.

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

17<sup>th</sup> November 2021

## **Introduction**

Thank you for choosing to insure with CBI Insurance Consultants, we are pleased to welcome you as a valued customer and look forward to covering you over the forthcoming years.

This policy booklet, statement of insurance/schedule and any endorsements applying, represent the contract between you and Us, so please make sure you read these items carefully and ensure that you are happy with them.

This policy booklet contains details of the cover that is available to you, what is excluded from cover and the conditions on which the policy is issued.

Your schedule forms part of your policy and provides details of the policy sections insured, the sums insured including any monetary limits and any special terms that apply. Please read your schedule in conjunction with this policy booklet. An updated schedule will be sent to you each renewal and whenever you request a change in cover.

Once again, thank you for choosing CBI.

## **The Insurance Contract**

This policy is a legal contract between you and Us.

The policy wording and schedule form the basis of the contract and should be read as one document. We recommend that you keep them together at all times.

There are conditions of the insurance that you or your family will need to meet as your part of this contract on pages 14-15. The conditions set out the changes in circumstances that could affect your cover and when we would cancel your policy. Please take the opportunity to read the policy conditions.

The contract is based on the information you gave us when you applied for the insurance.

We will provide the cover set out in this policy wording:

- For those sections which are shown on your policy schedule.
- For the period of insurance detailed on the schedule.

You undertake to:

- Pay the premium as shown on the schedule for each period of insurance.
- Comply with all the policy conditions and familiarise yourself with any requirements set out in this policy.

## Our commitment to customer service

### Complaints Procedure

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

Post: CBI Insurance Consultants 35 Conway Road Colwyn Bay Conwy LL29 7AA	Telephone: 01492 534524 Email: enquiries@cbi-insurance.com Website: www.cbi-insurance.co.uk
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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, Lloyd's Building  
One Lime Street, London, EC3M 7DQ  
Phone 0203 326 2030  
Email 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 – 3rd floor  
30 Fenchurch Street  
London EC3M 3AJ  
Phone 020 3003 7444  
complaints@ergo-commercial.co.uk

If **Your** Insurance Broker or Great Lakes Insurance SE 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)**

Great Lakes Insurance SE, UK Branch is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance SE, UK Branch cannot meet its obligations. Further details can be obtained from FSCS, 10th 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.11.15**

Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstraße 107, 80802 Munich. Registered with the commercial register of the local court of Munich under number: HRB 230378. UK Branch office: ERGO UK Specialty on behalf of Great Lakes Insurance SE, UK Branch

Munich Re Group Office 10 Fenchurch Avenue London  
EC3M 5BN

Great Lakes Insurance SE UK Branch is authorised by the 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.

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## **Law applicable to this contract**

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland), both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract, is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

Any dispute arising out of or in connection with this Policy shall be subject to and construed solely in accordance with the laws of England and Wales. You and the Underwriters agree that all disputes arising out of or in connection with the Certificate shall be subject to the jurisdictions of the courts of England and Wales or as otherwise agreed in accordance with the EU Disclosure Clause..

## **General Advice**

### **Sums Insured**

You should take care to ensure that the Sums Insured are adequate in accordance with the type of cover (Market Value or Reinstatement as New) You have chosen.

### **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.

**Claims Procedures** – see pages 21-23.

**Claims HELPLINE** – 0345 060 0014.

## **Definition of words**

Certain words have special meanings that apply whenever they appear in this policy booklet or your schedule. These words and their meanings are listed over the next few pages. For the remainder of the policy booklet, these words will appear in ***bold italics***. If you are unsure of any aspect regarding the insurance policy that you have with us, please contact us.

### ***Contents***

All items intended for use in, or about the ***Structure*** which are not permanently installed including but not limited to any barbecues, electrical household goods, fire extinguishers and alarms, garden furniture and equipment, gas bottles, generators, household goods and foodstuffs, items kept in locked outbuildings or sheds, articles which are normally worn, and which are owned by ***You or Your Family***, but excluding any ***High Risk Items***. ***Contents*** are considered to be items that are left in the ***Structure*** at all times.

### ***Costs***

Legal fees and other ***Costs*** and expenses incurred with ***Our*** written consent.

### ***Damage/Damaged***

Loss or ***Damage*** including theft or attempted theft.

### ***Data Protection Legislation***

The Data Protection Act 2018 and the General Data Protection Regulation, or any subsequent legislation which supersedes it.

### ***Endorsement***

A change in terms of the ***Policy***. Any ***Endorsements*** applying to this ***Policy*** are noted on ***Your Schedule***. A full list of ***Endorsements*** that may apply to ***Your Policy*** are listed on pages 17-19.

### ***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.

### ***Family***

***Your*** spouse/partner, children, parents and other relatives who normally reside with ***You*** and friends who are using ***Your Structure*** with ***Your*** permission.

### ***High Risk Items***

- Articles of gold or other precious metals, jewellery, stones (precious or non-precious), watches
- Articles of a brittle nature
- Binoculars, Photographic equipment of any kind
- Collections of any kind (e.g. coins, medals, stamps or trophies)
- Contact/corneal lenses or spectacles
- Furs
- Guns (and associated equipment)
- Hearing aids

- Money, credit cards or other negotiable securities or documents of value
- Motor vehicles, mechanically propelled or assisted vehicles (including accessories such as satellite navigation systems or music systems)
- Musical instruments
- Pictures or works of art
- Sports equipment, including but not limited to:
  - Diving equipment
  - Fishing tackle
  - Pedal cycles and equipment
  - Surfing equipment
  - Water sports equipment
  - Winter sports equipment
  
- Telephones of any kind (including their associated equipment)
- Touring Caravans
- Trailers
- Water craft which are owned by **You** or **Your Family** or are **Your** or **Your Family's** responsibility under contract.

***Market Value***

The current value of the **Structure**. In the event of a total loss, the maximum liability would be the agreed **Market Value** at the time of the loss. This would be no more than the sum insured but could be less if the **Structure** has depreciated in value. You may also be asked to meet the cost of removing the debris.

***New for Old***

Reinstating the **Structure** with a new one of an equivalent make/model. The sum insured must equate to the cost of supplying a new **Structure** including the cost of site clearance, delivery and re-siting.

***Occupied***

Being, or having been stayed in within the last 7 days.

***Period of Insurance***

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

***Policy***

**Your Policy** booklet and the most recent **Schedule**, which includes any **Endorsement(s)**

***Schedule***

The latest **Schedule** issued by **Us** as part of **Your Policy**.

The **Schedule** personalizes cover to **You**; it shows **Your** name, address, premium, **Structure** details, sum insured and the **Period of Insurance**.



### ***Structure***

The ***Structure*** as described in the ***Schedule***, that is connected to mains services (water and electricity) and sited on a park or on private land, the address having been supplied and agreed by ***Us***. The ***Structure*** includes all items designed to be permanently installed, including but not limited to, ancillary domestic outbuildings, the base on which ***Your Structure*** stands, chests, decking, fencing, fixtures and fittings, gates, patios, service connections, sheds, skirting, steps, verandas which belong to ***You*** or which ***You*** are buying under a hire-purchase agreement or which ***You*** are legally responsible for.

### ***Territorial Limits***

England, Northern Ireland, Scotland, Wales, the Channel Islands and the Isle of Man.

### ***Terrorism***

The use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf or in connection with any organization(s) or governments(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.

### ***We/Us/Our***

Great Lakes Insurance SE, a German insurance company with its headquarters at Königinstraße 107, 80802 Munich. Registered with the commercial register of the local court of Munich under number: HRB 230378. UK Branch office: ERGO UK Specialty on behalf of Great Lakes Insurance SE, UK Branch, Munich Re Group Office 10 Fenchurch Avenue London EC3M 5BN

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Great Lakes Insurance SE UK Branch is authorised by the 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.

### ***You/Your***

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

## Section 1 – The structure and contents

What is covered	What is not covered
<p><b>We</b> will pay for <b>Damage</b> to <b>Your Structure</b> and <b>Contents</b> by any insured cause, occurring during the <b>Period of Insurance</b>.</p> <p>The <b>Contents</b> are covered whilst in, on or about the <b>Structure</b>.</p> <p><b>We</b> will pay the cost of replacing or repairing the <b>Damaged</b> items, less a deduction for wear and tear and depreciation (unless the <b>New for Old</b> clause is operative).</p> <p>Extension Debris removal, delivery and re-siting costs following an Insured claim, subject to the <b>Structure</b> sum insured being adequate.</p>	<p><b>1. Winter Weather Precautions</b> When the <b>Structure</b> is not <b>Occupied</b>, <b>We</b> will not pay for <b>Damage</b> caused by:</p> <ol style="list-style-type: none"> <li>1. Water freezing in any fixed water or heating installation.</li> <li>2. <b>Damage</b> by water, steam or other liquid escaping from a fixed household appliance, fixed water or heating installation.</li> </ol> <p>unless: between 31<sup>st</sup> October and 31<sup>st</sup> March, the water is turned off at the stopcock and all equipment fully drained down and winterised in accordance with the manufacturer's recommendations.</p> <p><b>2. Anchoring condition</b> Unless noted by an <b>Endorsement on Your Schedule</b>, <b>We</b> will not pay for <b>Damage</b> caused by Storm as a result of overturning or uplifting of the <b>Structure</b> 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.</p> <p><b>3. We will not pay for:</b></p> <ol style="list-style-type: none"> <li>a) The amount of <b>Excess</b> shown on <b>Your Schedule</b></li> <li>b) <b>Damage</b> to <b>High Risk Items</b> (unless noted by an <b>Endorsement on Your Schedule</b>)</li> <li>c) <b>Damage</b> caused by or arising from animals (with the exception of vermin <b>Damage</b>) or pets, e.g. chewing, scratching, tearing or fouling</li> <li>d) Any living creature including pets, livestock or any associated equipment</li> <li>e) Theft or <b>Damage</b> arising from deception or the use of stolen, forged or invalid cheques/drafts/bank notes and the like</li> </ol>

What is covered	What is not covered
	<ul style="list-style-type: none"> <li>f) Any living creature including pets, livestock or any associated equipment</li> <li>g) Theft or <b>Damage</b> arising from deception or the use of stolen, forged or invalid cheques/drafts/bank notes and the like</li> <li>h) Theft and/or Malicious <b>Damage</b> by a Hirer/Tenant</li> <li>i) <b>Damage</b> caused deliberately by <b>You</b> or <b>Your Family</b></li> <li>j) Theft or attempted theft by <b>You</b> or <b>Your Family</b></li> <li>k) <b>Damage</b> arising from the use of portable heaters with a naked flame</li> <li>l) <b>Damage</b> arising from seepage of water into the <b>Structure</b> through external seams or seals</li> <li>m) <b>Damage</b> to <b>Contents</b> left in the open unless the <b>Structure</b> is <b>Occupied</b></li> <li>n) Theft of <b>Contents</b> when the <b>Structure</b> is left unoccupied unless there has been violent and forcible entry</li> <li>o) Loss of <b>Your Structure</b> by deception by someone who claims to be a buyer or a buying or selling agent</li> <li>p) Any preexisting <b>Damage</b></li> <li>q) Any theft, attempted theft, malicious <b>Damage</b> or vandalism not reported to the police</li> <li>r) Any tools or equipment used in connection with business</li> <li>s) <b>Damage</b> caused by or from demolition, alteration, repair, faulty workmanship or the use of defective materials</li> <li>t) <b>Damage</b> caused by or resulting from collapse, normal settlement, shrinkage, subsidence, landslip or heave</li> </ul>

## Section 2 – Legal Liability

What is covered	What is not covered
<p>If <b>You</b> or <b>Your Family</b> are legally liable for causing death, physical injury or illness to any person, or accidental <b>Damage</b> to material property during the <b>Period of Insurance</b> which arises from an accident involving the <b>Structure</b>. Then <b>We</b> will pay for:</p> <ol style="list-style-type: none"> <li>a) Damages or compensation to that person for the death, physical injury or illness or <b>Damage</b> caused</li> <li>b) Their legal <b>Costs</b> to claim compensation from <b>You</b></li> <li>c) <b>Your Costs</b> for defending the claim</li> </ol> <p>The maximum amount <b>We</b> will pay for any claim or claims arising from any one event is shown on <b>Your Schedule</b> (including <b>Costs</b>). Within this limit <b>We</b> will pay:</p> <ol style="list-style-type: none"> <li>d) <b>Costs</b></li> <li>e) In relation to any event that may be covered by this section the Solicitor’s fees incurred at any coroner’s inquest, at any fatal inquiry or for defending in any Court of Summary Jurisdiction provided <b>Our</b> written consent has been obtained</li> </ol> <p>If any person insured under this section of the <b>Policy</b> dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made.</p>	<p>Liability for death, physical injury or illness to:</p> <ol style="list-style-type: none"> <li>a) <b>You</b> or <b>Your Family</b></li> <li>b) Any employee of <b>You, Your Family</b>, or any person to whom the <b>Structure</b> is lent or is hired</li> </ol> <p>Liability for <b>Damage</b> to property owned by or in the custody or control of <b>You, Your Family</b>, or any person to whom the <b>Structure</b> is lent.</p> <p>Liability arising from:</p> <ul style="list-style-type: none"> <li>• The <b>Structure</b> being used for any trade or business purposes</li> <li>• The direct or indirect consequence of assault or alleged assault</li> <li>• Any deliberate or wilful or malicious act</li> <li>• The transmission of any infectious disease or virus</li> <li>• The ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)</li> </ul> <p>Please refer to the ‘<b>Policy</b> conditions’ and ‘<b>Policy</b> exclusions’ on pages 14-17.</p>

## Special extensions (automatically included with your policy)

### 1. Emergency accommodation costs

If **You** or **Your Family** are deprived of the use of **Your Structure** as a result of it being uninhabitable by **Damage** insured by this **Policy**, **We** will pay (any one claim) the cost of emergency accommodation up to 10% of the **Structure** sum insured.

Cover will only apply if **You** are staying in the **Structure** at the time of the **Damage**. In the event of a claim, evidence must be produced that the **Structure** was **Occupied** by **You** or **Your Family** and receipts produced for the alternative emergency accommodation used.

### 2. Emergency repairs to ensure the **Structure** is safe.

Emergency repairs are classed as a sudden and unforeseen situation which, if not dealt with immediately, would make **Your Structure** unsafe or insecure and is likely to cause further **Damage** to **Your Structure**, or **Your Contents** or create unreasonable risk to the health and safety of **Your Family**

### 3. Frozen food cover

Cover is included up to £100 for loss or **Damage** following deterioration or putrefaction of the **Contents** of **Your** refrigeration units due to a change in temperature following breakdown of the machinery or failure of the public electricity or gas supply. The cover will not apply to or include loss or damage due to:

- The deliberate act of any electricity or gas supply authority, or the act of any authority by its power to withhold or restrict.
- 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.

### 4. Ground Rent

Cover is included up to 10% of the **Structure** sum insured for the cost of reimbursement of ground rent if the **Structure** is rendered uninhabitable as a result of **Damage** insured by this **Policy**. **We** will only reimburse **You** for ground rent from the date on which **Your Structure** becomes uninhabitable, until the unit is repaired, replaced or settlement made if the unit is not to be replaced at the same risk address.

### 5. Metered water, liquefied petroleum gas or oil

If the loss is caused by insured **Damage** to **Your** fixed water or heating installation. The most **We** will pay in any one **Period of Insurance** is £2,500.

## Policy conditions

These are the conditions *You* and *Your Family* will need to keep to as *Your* part of this contract. If *You* do not, a claim may be rejected or payment could be reduced. In some circumstances *Your Policy* might be invalid.

### 1. Changes in your circumstances

*Your Policy* has been issued based on the information that *You* have given to *Us* about *You* and *Your Structure*. Any alterations must be notified to and agreed by *Us* as soon as possible after any changes taking place. These include:

A permanent change of address

If *You or Your Family* are convicted of any offence (other than driving offences)

The *Structure* is used for any trade, professional or business purpose

If *You* change or replace the *Structure*

A change in the risk address of *Your Structure* (as recorded on *Your Policy Schedule*)

If *Your Structure* is to be used as a permanent residence.

*We* may reassess *Your* cover, terms and premiums when *We* are told about changes in *Your* circumstances. If *You* do not tell *Us* about changes or give *Us* incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances *Your Policy* might be invalid and *You* may not be entitled to a refund of premium.

### 2. Taking care of your property

*Your Policy* does not cover *You* for the cost of gradual deterioration. *You* must take all steps to safeguard *Your Structure* and *Contents* against *Damage*. The property insured must be maintained in good condition and all precautions taken to prevent and minimise any claims.

### 3. Other insurances

If *You* claim under this *Policy* for something which is also covered by another insurance *policy*, *You* must provide *Us* with full details of the other insurance *policy*. *We* will only pay *Our* share of any claim.

### 4. Transferring interest in the policy

*You* cannot transfer *Your* interest in the *Policy*.

### 5. Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by *You* or anyone acting on *Your* behalf to obtain any benefit under this *Policy* or if any *Damage* be occasioned by the wilful act or with *Your* connivance then *Underwriters* shall be entitled:

- a) not to pay the claim,
- b) recover from *You* any sums paid by the *Underwriters* to *You* in respect of the claim, and
- c) to treat this *Policy* as being terminated with effect from the time of the fraudulent act.

If the *Policy* is treated as having been terminated the *Underwriters* shall be entitled to:

- a) refuse all liability to *You* under the *Policy* in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the premiums paid under the *Policy*.

### 6. 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 term of this insurance. Alarm systems must be maintained under an annual maintenance agreement.

#### **4. Cancellation of the policy**

If **You** cancel the **Policy** within 14 days of the date **You** purchased this insurance, **We** will refund the premium, less any administration fee, provided no claim has been made during the current **Period of Insurance**.

If **You** cancel the **Policy** after 14 days of the date **You** purchased this insurance, **We** will refund premiums already paid, provided no claim has been made during the current **Period of Insurance**. **We** will deduct a cancellation administration fee (as stated in the Terms of Business Agreement) from the refund.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given. If the premium is paid under a monthly instalment scheme, and a claim has been made, **You** must continue with the instalment payments until the renewal date. Alternatively, **We** will deduct outstanding instalments from any claim payment that be due to **You**.

#### **If we cancel your policy**

Please also refer to the 'Fraud' condition on page 14 and the 'Changes in your circumstances' condition on page 14.

**We** may also cancel the **Policy** where **We** have identified serious grounds, such as:  
Failure to provide **Us** with information **We** have requested that is directly relevant to the cover provided under this **Policy**, or any claim.

**We** will contact **You** at **Your** last known address and where possible, seek an opportunity to resolve the matter with **You**. Where a solution cannot be agreed between **Us**, **We** may cancel the **Policy** by giving **You** 14 days notice. This will not affect **Your** right to make a claim for any event that happened before the cancellation date. If **We** cancel the **Policy** **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claim has been made during the current **Period of Insurance**.

#### **5. Ownership**

**Your Structure, Contents** and must be owned by **You** or **You** are buying it under a hire purchase agreement or **You** are legally responsible for it.

#### **6. Financial sanctions**

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **Policy** where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this **Policy** immediately by giving **You** written notice at **Your** last known address. If **We** cancel the **Policy** **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claims have been paid or are outstanding.

## Policy exclusions

These exclusions apply to all section of *Your Policy*.

### This insurance does not cover:

1. Date change and computer viruses

Any direct or indirect *Damage* caused:

- To *Contents* by its failing correctly to recognize data representing a date in such a way that it does not work properly at all
- By computer viruses

For the purpose of this exclusion:

- *Contents* includes computers and anything else insured by this *Policy* which has a microchip in it
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer
- Microchips include integrated circuits and microcontrollers
- Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all

2. Defective construction or design

Any *Damage*, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

3. Existing and deliberate damage

Any *Damage*, liability, cost or expense of any kind occurring, or arising from an event occurring, before the *Period of Insurance* starts or caused deliberately by *You*.

4. Financial Interest

If *We* know that the property is the subject of a loan, credit agreement or any other form of financial loan, charge or interest, *We* will pay the owner whose receipt shall be a full discharge.

5. Mechanical faults

Any *Damage* caused by mechanical, electrical or electronic fault or breakdown.

6. Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- A sudden unexpected incident; or
- Oil or water escaping from a fixed oil or fixed water installation

and which was not the result of an intentional act, and which occurs during any *Period of Insurance*. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

7. Radioactive contamination

Any *Damage*, liability, cost or expense of any kind caused directly or indirectly by:

Ionising radiation or radioactive contamination from any nuclear fuel or water which results from the burning of nuclear fuel

The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it



8. Sonic bangs

Any **Damage**, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

9. Terrorism

Any **Damage**, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

10. War risks

Any **Damage** or liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

11. Wear and tear

Any **Damage**, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, condensation, fading, frost, rot or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration. However, subsequent **Damage** caused after any of the above is covered.

**Endorsements** amend the standard cover provided by *Your Policy*. **Endorsements** only apply if they are listed in the ‘**Endorsements Applying**’ section of *Your Schedule*.

**Endorsement 1** – Anchoring not required

The anchoring condition stated in Section 1a, ‘2. Anchoring condition’ of *Your Policy* is deleted.

**Endorsement 2:** Certain High Risk items cover

This **Endorsement** is only applicable if ‘**Endorsement 2** – Extended **Contents**, emergency accommodation and liability cover’ is shown as operative on *Your Schedule*

Based on the cover *You* have selected (i.e. ‘**New for Old**’ or ‘**Market Value**’), ‘Section 1 – The structure and contents’ is extended to include **Damage** within the **Territorial Limits** to the following certain **High Risk Items**: articles of gold or other precious metals, jewellery, stones (precious or non-precious), watches; binoculars; photographic equipment of any kind; contact or corneal lenses; computers (including laptops, gaming consoles, associated peripherals and data); furs; hearing aids; money, credit cards or other negotiable securities or documents of value; personal media or audio equipment,

Cover under this **Endorsement** does not extend to any items used in connection with any trade, business or profession.

The maximum *We* will pay is the sum insured for **High Risk Items** shown on *Your Schedule*. There is a single article limit of £500. It is *Your* responsibility to ensure that the sum insured shown on *Your Schedule* represents the full value.

**High Risk Items** that remain excluded from cover include: articles of a brittle nature, collections of any kind (e.g. coins, medals, stamps or trophies); guns (and associated equipment); motor vehicles, mechanically propelled or assisted vehicles; musical instruments; pictures or works of art; sports equipment, including but not limited to: diving equipment, fishing tackle, pedal cycles and equipment, surfing equipment, water sports equipment, winter sports equipment; telephones of any kind (including their associated equipment); touring caravans; trailers; water craft or marine equipment.

**Endorsement 3:** Leisure and sports equipment

This **Endorsement** is only applicable if ‘**Endorsement 2** – Extended **Contents**, emergency accommodation and liability cover’ is shown as operative on *Your Schedule*.

Based on the cover *You* have selected (i.e. ‘**New for Old**’ or ‘**Market Value**’), ‘Section 1 – The structure and contents’ is extended to include **Damage** within the **Territorial Limits** to the following leisure and sports equipment:

- Fishing
- Golf
- Kite boarding/surfing
- Musical instruments
- Pedal cycles
- Sports racket
- Scuba diving
- Surfboarding
- Surfing
- Windsurfing
- Sports clothing

Cover under this **Endorsement** does not extend to any items used in connection with any trade, business or profession.

The maximum **We** will pay is the sum insured for leisure and sports equipment shown on **Your Schedule**. There is a single article limit of £500. It is **Your** responsibility to ensure that the sum insured shown on **Your Schedule** represents the full value

**Endorsement 4: Flotation Device Conditions**

Where flotation devices are fitted, the anchoring condition stated in Section 1, '2. Anchoring condition' of **Your Policy** is deleted.

It is a condition precedent to liability that;

Cover is subject to **Us** 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 **Us** in the event of a claim.

## 2. Extended liability cover

'Section 2 – Legal liability' (page 18) is replaced by:

What is covered	What is not covered
<p>If <i>You</i> or <i>Your Family</i> are legally liable for causing death, physical injury or illness to any person, or accidental <i>Damage</i> to material property during the <i>Period of Insurance</i> which arises:</p> <ul style="list-style-type: none"> <li>• From an accident involving the <i>Structure</i></li> <li>• As individuals if the <i>Structure</i> is your permanent residence</li> </ul> <p>Then <i>We</i> will pay for:</p> <ol style="list-style-type: none"> <li>a) Damages or compensation to that person for the death, physical injury or illness or <i>Damage</i> caused</li> <li>b) Their legal <i>Costs</i> to claim compensation from <i>You</i></li> <li>c) <i>Your Costs</i> for defending the claim</li> </ol> <p>The maximum amount <i>We</i> will pay for any claim or claims arising from any one event is the Legal Liability limit shown on <i>Your Schedule</i> (including <i>Costs</i>). Within this limit <i>We</i> will pay:</p> <ol style="list-style-type: none"> <li>d) <i>Costs</i></li> <li>e) In relation to any event that may be covered by this section the Solicitor's fees incurred at any coroner's inquest, at any fatal inquiry or for defending in any Court of Summary Jurisdiction provided <i>Our</i> written consent has been obtained.</li> </ol> <p>If any person insured under this section of the <i>Policy</i> dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made.</p>	<p>Liability for death, physical injury or illness to:</p> <ol style="list-style-type: none"> <li>a) <i>You</i> or <i>Your Family</i></li> <li>b) Any employee of <i>You, Your Family</i>, or any person whom the <i>Structure</i> is lent or is hired.</li> </ol> <p>Any <i>Structure</i>, land or <i>Contents</i> owned by or that are the legal responsibility of <i>You, Your Family</i>.</p> <p>Liability arising from:</p> <ul style="list-style-type: none"> <li>• The <i>Structure</i> being used for any trade or business purposes</li> <li>• The direct or indirect consequence of assault or alleged assault</li> <li>• Any deliberate or willful or malicious act</li> <li>• The transmission of any infectious disease or virus</li> <li>• The ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)</li> </ul> <p>Liability arising from the ownership or use of:</p> <ul style="list-style-type: none"> <li>• Any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs), whether licensed for road use or not</li> <li>• Any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models)</li> <li>• Gliders, hand-gliders, touring caravans or trailers.</li> </ul> <p>Liability accepted by any of <i>Your Family</i> under any agreement, unless the liability would exist without the agreement.</p> <p>Liability arising from The Party Wall, etc. Act 1996.</p> <p>Liability covered by any other policy.</p>

Please refer to the 'Policy conditions' and 'Policy exclusions' on pages 14-17.

### Claims Procedure

If an incident occurs, **You** should take any immediate action **You** think is necessary to protect **Your Structure** and **Contents** from further **Damage**, such as switching off the gas, electricity, or water.

Call **Our** claims helpline on 0345 060 0014 for claims assistance and advice. **You** may be asked to complete a claim form and provide further information or **We** may wish to arrange a visit and inspection.

To help **Us** deal with **Your** claim quickly, please read this **Policy** booklet carefully, particularly the 'Policy conditions', 'Claims conditions' and 'Policy exclusions' on pages 14-15, 21 and 16-17.

### Claims conditions

These are the claims conditions **You** and **Your Family** will need to keep to as **Your** part of the contract. If **You** do not, a claim may be rejected or payment could be reduced. In some circumstances **Your Policy** might be invalid.

If anything happens which might lead to a claim, what **You** must do depends on what has happened. The sooner **You** tell **Us** the better. In some cases, there are other people **You** must contact first. When an incident occurs which may result in a claim, **You** must also read the information on 'How to make a claim'. **You** should also check the information on 'How **we** will settle claims' under page 23.

### What you must do

If **You** or **Your Family** are the victims of theft, riot, a malicious act or vandalism, or if **You** or **Your Family** lose something away from **Your Structure**, tell the police immediately upon discovery and ask for a crime reference number and tell **Us** as soon as **You** can, or in case of riot tell **Us** immediately.

If someone is holding any of **Your Family** responsible for an injury or any **damage**, no one in **Your Family** must admit responsibility. Give **Us** full details in writing as soon as **You** can and any claim form, application notice, legal document or other correspondence sent to **Your Family** must be sent to **Us** straight away without being answered

For all other claims, tell **Us** as soon as **You** can.

**You** should do all **We** reasonably ask **You** to do to get back any lost or stolen property. Do not throw away any **damaged** items before **We** have had a chance to see them, or carry out any non-emergency repairs before **We** have had a chance to inspect them.

### Rights and responsibilities

**We** may need to get into **Your Structure** that has been **damaged** to salvage anything **We** can and to make sure no more **damage** happens. **You** must help **Us** to do this but **You** must not abandon **Your** property to **Us**.

**You** must not settle, reject, negotiate or offer to pay any claim **You** have made or intend to make under this **Policy** without **Our** permission. **We** have the right, if **We** choose, in **Your** name but at **Our** expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation from anyone else
- Start legal action to get back from anyone else any payments that have already been made

**You** must provide **Us** with any information and assistance **We** may require about any claim. **You** must help **Us** to take legal action against anyone or help **Us** defend any legal action if **We** ask **You** to. When **You** call **Us** **We** will advise **You** of **Our** requirements, which will be either:

- Ask **You** to get estimates for repairs or replacement items; or
- Arrange for the **Damage** to be inspected by one of **Our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **Us** agree a fair settlement with **You**; or
- Arrange for the repair or a replacement as quickly as possible

Where **We** have asked **You** for specific information relevant to **Your** claim **We** will pay for any expenses **You** incur in providing **Us** with the above information.

Sometimes **We**, or someone acting on **Our** behalf, may wish to meet with **You** to discuss the circumstances of the claim, to inspect the **Damage**, or to undertake further investigations.

Claims conditions require **You** to provide **Us** with any assistance and evidence that **We** require concerning the cause and value of any claim.

Ideally, as part of the initial notification, **You** will provide:

**Your** name, address and **Your** home and mobile telephone numbers.

Personal details necessary to confirm **Your** identity.

**Policy** number.

The date of the incident.

The cause of the loss or **damage**.

Details of the loss or **damage** together with the claim value if known.

Police details where applicable.

This information will enable **Us** to make an initial evaluation on **policy** liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys or plans or deeds of **Your** property

Purchase dates and location of lost or **damaged** property

For **damaged** property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair.

Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.	
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## How we will settle your claim

If **We** know that the **Structure** is subject to a loan, credit agreement or any other form of financial loan or interest charge, **We** will pay the owner whose receipt shall be a full discharge.

### **Market Value**

If replacement of **Contents** is necessary **We** will pay the replacement cost less an amount for wear, tear and depreciation (unless the **New for Old** clause is operative)

If **Your Structure** or **Contents** are **Damaged** and the cost of repair exceeds the **Market Value**, or are stolen and not recovered, **We** will pay the **Market Value** (unless the **New for Old** clause is operative)

It is **Your** responsibility to ensure that the sum insured shown on **Your Schedule** represents the full value of **Your** property, as **We** will not pay more than the sum insured. **You** can change the sum insured at any time by contacting CBI Insurance Consultants. Any reduction in **Market Value** beyond the cost of repair or replacement will not be covered.

### **New for Old**

If **Your Structure** is **damaged** and repairs cannot be carried out, or it is stolen and not recovered, **We** will pay for replacement with a new **Structure** of the same make and model (or the nearest equivalent), provided that 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, delivery and re-siting.

If **Your Contents** are **damaged** or destroyed and repairs cannot be carried out, or are stolen and not recovered, **We** will pay for replacement with new items of the same make, model or type (or the nearest equivalent).

If the **Structure** and/or **Contents** are not replaced **We** will pay a cash settlement based upon the **Market Value**.

It is **Your** responsibility to ensure that the sum insured shown in **Your Schedule** represents the new replacement cost of **Your** property, as **We** will not pay more than the sum insured.