Holiday Caravan Insurance

for static caravans, holiday lodges and chalets

Important!

You will not be insured for burst pipes unless you have complied with our Winter Weather Precautions. See pages 13-14 for full details.



Whatever the problem, whatever the question, we're here to help. For your convenience, we have a number of helplines to deal with everything from claims to change of address.

Customer Service Line 01422 396 888

If your circumstances change and you need to update your cover or you have a query, just call the Leisuredays Customer Service Line. Lines open weekdays 8am - 8pm, weekends and most bank holidays 9am - 4pm. See outside back cover for postal, email or web address.

Claims Helpline (24 hour) 01422 501 085

If you need to make a claim or enquire about an existing claim, just pick up the phone and call our Claims Helpline. Please refer to pages 32-35 for further details about making a claim.

Legal Helpline (24 hour) 01206 616 007

Only available if Legal Expenses option taken. Please refer to your policy schedule.

Contents



- 2 Helplines
- 4 Introduction
- 5 The Insurance Contract
- 6 Our Commitment to Customer Service
- 8 Definition of Words
- 12 Use of Your Structure
- Section 1a The Structure and Contents Section 1b - Personal Possessions
- 16 Section 2 Legal Liability
- 17 Section 3 Compensation for Fatal Injury
- 18 Special Extensions (automatically included with Your Policy)
 - Emergency Accommodation Costs
 - Emergency Repairs, Removal of Debris & Resiting
 - Refrigerated & Frozen Food Cover
 - Replacement Locks
 - Ground Rent
 - Metered Water, Liquified Petroleum Gas or Oil Used for Heating

- Religious Festivals, Weddings, Civil Partnerships & Birthdays
- Damage to Your Structure by the Emergency Services
- Loss of Title Deeds
- 20 Policy Conditions (including 'Cancellation of Your Policy' and 'Changes in Your Circumstances')
- 24 Policy Exclusions
- 26 Endorsements (which may apply to Your Policy)
- 32 How to Make a Claim
- 36 How We Will Settle Your Claim
- 38 How We Use Your Information
- 40 Handy Hints
- 42 Legal Expenses Cover (optional)

Thank you for choosing to insure with Leisuredays, we are pleased to welcome you as a valued customer and look forward to covering you over the forthcoming years. Leisuredays aims to provide you with a high quality insurance policy, supported with a commitment to personal service and customer care. That is why we have chosen Royal & Sun Alliance Insurance plc (RSA) to work with us and underwrite this policy.

This policy booklet, statement of insurance / schedule and any endorsements applying represent the contract between you and RSA, 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 at each renewal and whenever you request a change in cover. We will insure you under those sections specified as operative in the schedule during any period of insurance for which we have accepted the premium, provided that all the terms and conditions of the policy have been met.

This policy booklet provides a number of telephone helplines should you need to make a claim, seek guidance or advice. Please refer to page 2 for full details.

If we can be of any further assistance to you please do not hesitate in contacting Leisuredays, where a member of our friendly and knowledgeable team will be happy to assist you. Our opening hours are 8am until 8pm Monday to Friday and 9am until 4pm Saturday, Sunday and most bank holidays.

This policy is a legal contract between you and RSA.

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 20-23. 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.

Our part of the contract is that 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

Your part of the contract is:

- You must pay the premium as shown on the schedule for each period of insurance
- You must comply with all the policy conditions and familiarise yourself with any requirements set out in this policy

• You should take all steps to reduce damage and prevent further damage

If you do not comply with your part of the contract, we may turn down a claim, increase the premium or you may find that you do not have any cover.

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.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.



Leisuredays and RSA are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future

Complaints about your policy

If your complaint relates to your policy, sale or service then please contact Leisuredays by any of the following methods:

Post:	Leisuredays
	New Road
	Halifax
	HX1 2JZ
Telephone:	01422 396 888

Email:	info@leisuredays.co.uk
Website:	www.leisuredays.co.uk

We aim to resolve your concerns by close of business the next working day. Experience tells us that most issues can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation to be carried out.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

Complaints about a claim you have made

If your complaint relates to a claim you have made on your policy then please call our claims helpline on 01422 501 085.

We aim to resolve your concerns by close of business the next working day. Experience tells us that most issues can be sorted out within this time.

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred

to RSA's Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post:	RSA
	Customer Relations Team
	PO Box 255
	Wymondham
	NR18 8DP
Email:	crt.halifax@uk.rsagroup.com

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service Exchange Tower London E14 9SR

Telephone:	0800 023 4567 (landlines)
	0300 123 9123 (mobiles)
Email:	complaint.info@financial-ombudsman.org.uk
Website:	www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaint to the FOS. This does not affect your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right. 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. 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, on or about the **Structure** which are not permanently installed including but not limited to any barbeques, electrical household goods, fire extinguishers and alarms, free standing furniture, garden furniture and equipment, gas bottles, generators, household goods and foodstuffs, items kept in locked outbuildings or sheds, which are owned by **You** or **Your Family** or are **Your** or **Your Family's** responsibility under contract but excluding any **High Risk Items** and **Personal Possessions. Contents** are considered to be items that are left in the **Structure** at all times or stored at **Your** home address when the park is closed.

Costs

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

Damage/Damaged

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

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 26-31.

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.

Heave

Upward and/or lateral movement of the site on which *Your Structure* stands caused by swelling of the ground.

High Risk Items

• Articles of gold or other precious metals, jewellery, stones (precious or non precious), watches



- Binoculars
- Collections of any kind (e.g. coins, medals, stamps or trophies)
- Contact / corneal lenses or spectacles
- Computers (including laptops, tablet computers, gaming consoles, associated peripherals and data)
- 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
- Personal Media or Audio Equipment (including MP3/ DVD/CD players)
- Photographic equipment (including cameras, video cameras and camcorders)
- 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 which are owned by **You** or **Your Family** or are **Your** or **Your Family's** responsibility under contract.

Landslip

Downward movement of sloping ground.

Market Value

The cost of replacing **Your Structure** with one of the same age and similar type and condition, on the park confirmed on **Your Schedule**. The cost of replacing **Your Contents** and **Personal Possessions** as new, less a deduction for wear and tear and depreciation.

New for Old

The cost of replacing Your Structure / Contents /

Personal Possessions with a brand new equivalent on the park, confirmed on **Your Schedule**, in the event of a total loss claim.

Occupied

Whilst in use for holiday purposes and being stayed in overnight.

Period of Insurance

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

Personal Possessions

Articles which are normally worn, used or carried outside the home by **You** or **Your Family** in everyday life (excluding **High Risk Items**). Household articles temporarily removed from the home and which are owned by **You** or **Your Family** or are **Your** or **Your Family's** responsibility under contract. **Personal Possessions** will only be covered whilst at the holiday park address noted on **Your Schedule**.

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

Structure

The Holiday Caravan / Holiday Lodge / Chalet as described in the **Schedule**, that is connected to mains services (water and electricity) and sited on a park that is registered with the local authority and has a holiday licence. The **Structure** includes all items designed to be permanently installed, including but not limited to, ancillary domestic outbuildings, base on which **Your Structure** stands, chests, decking, fencing, fixtures and fittings, gates, patios, service connections, sheds, skirting, steps and verandas which belong to **You** or which **You** are buying under a hirepurchase agreement or which **You** are legally responsible for.

Subsidence

Downward movement of the site on which **Your Structure** stands by a cause other than the weight of the **Structure** itself.

Territorial Limits

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



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 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.

We / Our / Us

Royal & Sun Alliance Insurance plc (RSA) who are registered in England and Wales, at the following registered office address: St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XI

RSA is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation under registration number 202323. This can be checked on the Financial Services Register by visiting www.fca.org.uk/register or by contacting them on 0800 111 6768 (free from landlines) or 0207 066 1000 (mobiles).

You / Your

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

Cover applies while *Your Structure*:

- is located on the holiday park specified in the Schedule and is being used by You or Your Family, excluding any business use
- is in transit anywhere within the Territorial Limits
- is in the custody or control of any structural manufacturer, supplier, repairer, engineer or haulier in connection with their business

Please also refer to the Policy Conditions and Policy Exclusions on pages 20-25.



What is covered

We will pay for *Damage* to *Your Structure*, *Contents* and *Personal Possessions* by any insured cause, occurring during the *Period of Insurance*.

The **Contents** and **Personal Possessions** are covered while in, on or about the **Structure**. The **Contents** are covered whilst being stored at **Your** home, unless they are insured elsewhere.

We will pay for Damage to Your Personal Possessions by any insured cause, occurring during the Period of Insurance. We will pay the cost of replacing or repairing the Damaged items, less a deduction for wear and tear and depreciation (unless the New for Old clause is operative). Unless noted by an Endorsement on Your Schedule, the maximum amount We will pay for any one item is shown on Your Schedule. Personal Possessions will only be covered whilst at the holiday site address noted on Your Schedule.

What is not covered

1. Winter Weather Precautions

When the *Structure* is not *Occupied*, *We* will not pay for *Damage* caused by:

- 1. Water freezing in any fixed water or heating installation
- 2. Damage by water, steam or other liquid escaping from a fixed household appliance, fixed water or heating installation

unless:

- a) Between the 1st November and 15th March, whilst the park is officially open:
 - i) the water has been turned off at the stopcock; AND
 - ii) taps and showers are turned on and left open, ensuring nothing obstructs plugholes; AND
 - iii) toilets are flushed, ensuring all water drained from the cistern;

OR

b) Between the 1st November and 15th March, whilst the park remains officially closed, the water is turned off at the stopcock and all equipment fully drained down and winterised in accordance with the manufacturer's recommendations.

What is not covered

Please note:

Whilst not a requirement, it is recommended that:

- i) Any central heating system is set to operate to avoid frost damage
- Sealed central heating systems containing anti-freeze should not be drained but anti-freeze levels should be checked annually
- iii) The hot and cold water system of a Combi boiler should be drained as per the manufacturer's recommendations
- iv) Exposed piping is adequately lagged
- A small amount of antifreeze or salt is added to any remaining water in the toilet, sink, bath and shower traps
- vi) External water drainage plugs (under the **Structure**) are left open

2. Anchoring Condition

Unless noted by an *Endorsement* on *Your Schedule, We* will not pay for *Damage* resulting from storm, tempest, flood or water *Damage* unless the *Structure* is securely anchored to the ground at four (or more) points of the chassis or is skirted. This requirement will be waived for the first four weeks of cover to allow time to install.

What is not covered

- 3. We will not pay for:
- a) The amount of *Excess* shown on *Your Schedule*
- b) Damage to High Risk Items
- Damage caused by or arising from animals (with the exception of vermin *Damage*) or pets, e.g. chewing, scratching, tearing or fouling
- d) Any living creature including pets, livestock or any associated equipment
- e) Theft or *Damage* arising from deception or the use of stolen, forged or invalid cheques/drafts/bank notes and the like
- f) Malicious **Damage** or theft by, or with the collusion of, any occupant or user
- g) **Damage** to **Contents** and **Personal Possessions** left in the open unless the **Structure** is **Occupied**
- h) **Damage** arising from the use of portable heaters with a naked flame
- i) Damage caused deliberately by You or Your Family
- j) Theft or attempted theft by **You** or **Your Family**
- bamage while the Structure is let for hire or reward or any loss of rent whilst hiring out Your Structure (unless noted by an Endorsement on Your Schedule and any additional premium has been paid)
- I) Damage arising from seepage of water into the

What is not covered

Structure through external seams or seals

- m) Theft of **Contents** or **Personal Possessions** when the **Structure** is left unoccupied unless there has been violent and forcible entry
- n) Loss of **Your Structure** by deception by someone who claims to be a buyer or a buying or selling agent
- o) Any pre existing Damage
- p) Any theft, attempted theft, malicious **Damage** or vandalism not reported to the Police
- q) Any tools or equipment used in connection with business
- r) Any single item **Personal Possession** over the limit shown in **Your Schedule**
- Damage caused by or from demolition, alteration, repair, faulty workmanship or the use of defective materials
- t) in relation to **Damage** caused by **Subsidence**, **Heave** or **Landslip**:
 - Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)
 - ii) The amount of *Excess* shown on *Your Schedule*

What is not covered

- iii) Damage to drives, gates, hedges, fencing, footpaths, patios, paved terraces, skirting, steps, verandas, unless Your Holiday Caravan/Holiday Lodge/Chalet as described in Your Schedule is Damaged by the same cause and at the same time
- iv) Damage to the base on which Your Holiday Caravan/Holiday Lodge/Chalet as described in Your Schedule stands and connected mains services, unless Your Holiday Caravan/Holiday Lodge/Chalet is damaged by the same cause and at the same time, and You are legally or contractually responsible for these
- Damage caused by structures bedding down or settlement of newly made up ground
- vi) **Damage** caused by the coast or a riverbank being worn away
- vii) **Damage** caused by sulphate reacting with any materials from which **Your Structure** is built

What is covered

If **You**, **Your Family** or any person to whom the **Structure** is lent or is hired (only if Endorsement 4: Hiring is shown on **Your Schedule**) are legally liable for causing death, physical injury or illness to any person, or accidental **Damage** to material property during the **Period of Insurance** which arises from an accident involving the **Structure**. Then **We** will pay for:

- a) Damages or compensation to that person for the death, physical injury or illness or **Damage** caused
- b) Their legal Costs to claim compensation from You
- c) Your Costs for defending the claim

The maximum amount *We* will pay for any claim or claims arising from any one event is shown on *Your Schedule* (including *Costs*). Within this limit *We* will pay:

d) **Costs**

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 **Our** written consent has been obtained

If any person insured under this section of the **Policy** dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made.

What is not covered

Liability in respect of any person other than **You** or **Your Family**, unless the person seeking the benefit of the cover observes the terms and conditions of this **Policy** and is not entitled to cover under any other policy.

Liability for death, physical injury or illness to:

- a) You or Your Family
- b) Any employee of **You**, **Your Family**, or any person to whom the **Structure** is lent or is hired

Liability for **Damage** to property owned by or in the custody or control of **You**, **Your Family**, or any person to whom the **Structure** is lent.

Liability arising from:

- The *Structure* being used for any trade or business purposes
- The direct or indirect consequence of assault or alleged assault
- Any deliberate or wilful or malicious act
- The transmission of any infectious disease or virus
- The ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)

Please refer to the Policy Conditions and Policy Exclusions on pages 20-25.



What is covered

- If You or Your Family suffers accidental injury while:
- a) Inside the *Structure*; or
- b) In the immediate vicinity of the *Structure* whilst it is in use or being worked upon

which proves fatal within 12 months of its occurrence, **We** will pay up to the amount shown on **Your Schedule** to the deceased's legal personal representative(s). **We** may ask for a copy of the death certificate and/or medical records.

What is not covered

- Death or bodily injury caused by *You* or *Your Family* committing suicide or attempting to commit suicide
- 2. Death or bodily injury caused to anyone under the influence of alcohol or through the misuse of drugs at the time of the incident
- 3. Death or bodily injury that is caused due to any preexisting medical condition

Please refer to the Policy Conditions and Policy Exclusions on pages 20-25.

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 the limit shown in **Your Schedule**, or until **We** have settled **Your** claim, whichever is the sooner.

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.

Please refer to the Hiring *Endorsements* on pages 26-27 for details of short-term accommodation for hirers.

2. Emergency Repairs, Removal of Debris & Resiting

Cover is included up to the limit shown in *Your Schedule* for the cost of:

- Removal of debris
- Disconnection and reconnection of services that are Your responsibility
- Delivery and resiting charges incurred due to a claim covered on this *Policy*
- 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. Refrigerated & Frozen Food Cover

Cover is included for up to the limit shown in **Your Schedule** for **Damage** to refrigerated or freezer food caused by a rise or a fall in temperature, unless the power has been deliberately stopped.

4. Replacement Locks

Cover is included for up to the limit shown in **Your Schedule** for the cost of replacement locks following **Damage** to the keys or the locks of the external doors, windows or security systems of **Your Structure**.

5. Ground Rent

Cover is included for up to the limit on **Your Schedule** for the cost of reimbursement of ground rent if the **Structure** is rendered uninhabitable as a result of **Damage** covered 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 on the same park.

6. Metered Water, Liquified Petroleum Gas or Oil Used for Heating

We will pay for loss of Metered Water, Liquified 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 stated on *Your Schedule*.

7. Religious Festivals, Weddings, Civil Partnerships & Birthdays

For one month before and one month after any religious festival or the wedding day, civil partnership or birthday of any of **Your Family**, the sum insured for **Contents** is increased to the limit shown on **Your Schedule**.

8. Damage to Your Structure by the Emergency Services

We will pay for **Damage** to gardens at **Your Structure** by the emergency services attending **Your Structure**. We will pay for **Damage** to **Your Structure** caused by the emergency services while getting into **Your Structure** to deal with an emergency. The most **We** will pay in any one **Period of Insurance** is stated on **Your Schedule**.

9. Loss of Title Deeds

We will pay up the limit stated on *Your Policy Schedule* if *You* need to replace the title deeds to *Your Structure* due to *Damage* at *Your* Bank or within *Your Structure*. Please refer to the Policy Conditions and Policy Exclusions on pages 20-25.

These are the claims 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 Leisuredays within 24 hours of any changes taking place. *You* must tell *Us* if any of the following happens:

- A permanent change of address
- If You (or anyone who is borrowing Your Structure) is convicted of any offence (other than driving offences)
- The *Structure* is used for any trade, professional or business purpose or is hired out
- If You change or replace the Structure
- A change in the site address of Your Structure (as recorded on Your Policy Schedule)
- If You change the security devices fitted to 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. It is not a maintenance contract. *You* must take all steps to safeguard *Your Structure*, *Contents* and *Personal Possessions* against *Damage*. The property insured must be maintained in a sound 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.

This condition does not apply to Section 3 -Compensation for Fatal Injury on page 17.

4. Transferring Interest in the Policy

You cannot transfer *Your* interest in the *Policy* unless *You* obtain *Our* written permission.

5. Fraud

You must not act in a fraudulent manner.

- If You or anyone acting for You:
- Make a claim under the *Policy* knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or *Damage* caused by *Your* wilful act or with *Your* collusion

Then:

- We will not pay the claim
- *We* will not pay any other claim which has been or will be made under the *Policy*
- We may declare the Policy void
- *We* shall be entitled to recover from *You* the amount of any claim already paid under the *Policy* since the last renewal date
- *We* will not provide any return premium
- We may inform the Police of the circumstances

6. Cancellation of the Policy

You may cancel this **Policy** at any time. **You** must tell **Us** by contacting: Leisuredays, New Road, Halifax, HX1 2JZ Telephone – 01422 396 888 Email – info@leisuredays.co.uk

If **You** cancel the **Policy** within 14 days of the date **You** receive **Your Policy** documents, **We** will refund the premium provided no claim has been made during the current **Period of Insurance**.

If **You** cancel the **Policy** after 14 days of the date **You** receive **Your** policy documents, **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**. Leisuredays will deduct a cancellation administration fee (as stated in their Terms of Business Agreement) from the refund. If **Your** premium is paid under a monthly instalment scheme Leisuredays will charge a cancellation administration fee (as stated in their Terms of Business Agreement). Please note, any premium paid in the respect of Legal Expenses is non refundable after 14 days.

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 may be due to *You*.

Where we cancel your policy

Please also refer to the Fraud condition on page 21 and the Changes in Your Circumstances condition on page 20.

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
- the use or threat of violence or aggressive behaviour against **Our** staff, contractors or property
- the use of foul or abusive language
- nuisance or disruptive behaviour

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*.

We also reserve the right to terminate the *Policy* in the event that there is a default in the instalment payments due under any linked loan agreement, by giving *You* 14 days notice at *Your* last known address.

Please note the Legal Expenses section of **Your Policy** is non refundable in event of cancellation after the first 14 days.

7. Effect of Condition on Right to Benefit

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

8. Ownership

Your Structure, Contents and Personal Possessions

must be owned by **You** or **You** are buying it under a hire purchase agreement or **You** are legally responsible for it.



9. Total Loss Claims

In the event of a total loss claim, if **You** have opted to pay **Your** premium on a monthly basis, **We** may ask for any remaining balance to be paid before the claim commences.

10. 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. These exclusions apply to all the sections 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 recognise data representing a date in such a way that it does not work properly or 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 to 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 but subsequent **Damage** is covered.

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 waste 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. Rot

Any **Damage**, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

9. Sonic Bangs

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

10. 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**.

11. War Risks

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

12. 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, fungus, condensation, fading, frost 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: No Claim Discount

In calculating the renewal premium for **Your Policy** a discount will be allowed provided **You** have not suffered any loss or **Damage** which resulted in a claim during the previous **Period of Insurance**.

If **You** make any claim(s) in the current **Period of Insurance**, the No Claim Discount at the next renewal will be reduced in line with **Our** usual scale.

If a claim is reported after **Your** renewal date with an incident date prior to the renewal, this will result in the No Claim Discount being disallowed and the appropriate additional premium being charged.

Endorsement 2: Anchoring – Not Required

The Anchoring Condition stated in Section 1a "2. Anchoring Condition" of **Your Policy** is deleted.

Endorsement 3: Anchoring – Less Than Four Points

The Anchoring Condition stated in Section 1a "2. Anchoring Condition" of **Your Policy** is hereby amended. *We* will not pay for *Damage* resulting from storm, tempest, flood or water *Damage* unless the *Structure* is securely anchored to the ground at one to three points of the chassis.

Endorsement 4: Hiring

Damage while the **Structure** is let for hire or reward is covered if "Endorsement 4: Hiring" is noted on **Your Schedule**.

The Hiring *Excess* shown on *Your Policy Schedule* applies to any *Damage* caused whilst the *Structure* is let out for hire or reward.

In the event of a claim, evidence must be produced of hire bookings.

Between the 1st November and 15th March, the Winter Weather Precautions whilst the park is officially open (stated on pages 13-14) are waived for 72 hours between hire bookings. The central heating system (if installed) should be set to operate to avoid frost damage.

We will not pay for any loss of rent whilst You are hiring out Your Structure unless "Endorsement 5: Hiring - Loss of Rental Income" is noted on Your Schedule.
We will not pay for malicious Damage or theft by or with

the collusion of any occupant or user unless Endorsement "Endorsement 6: Hiring – Damage by Hirer" is noted on *Your Schedule*.

We draw *Your* attention to page 15, Section 1a – What is Not Covered 3m) "*We* will also not pay for theft of *Contents* or *Personal Possessions* when the *Structure* is unoccupied unless there has been violent and forcible entry or there is evidence of the use of a stolen key".

Endorsement 5: Hiring - Loss of Rental Income

This *Endorsement* is only applicable if 'Endorsement 4: Hiring' is shown as operative on *Your Schedule*. If *Your Structure* is uninhabitable as a result of *Damage* to *Your Structure, We* will:

- pay the cost of similar short-term accommodation for any hirer staying in the *Structure* at the time of the *Damage*
- reimburse rent *You* would have received but have lost, including 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 on the same park.

Cover under this *Endorsement* excludes:

 Any Costs Your Family would have to pay once Your Structure becomes habitable again

- Any Costs You agree to pay without Our written permission
- Any *Costs* not substantiated by documentary evidence of pre-arranged bookings or alternative accommodation utilised
- Any *Costs* arising from *Damage* that is specifically excluded under any other section of this *Policy*
- Any amount exceeding the limit shown on *Your* Schedule

Endorsement 6: Hiring – Damage by Hirer

This **Endorsement** is only applicable if 'Endorsement 4: Hiring' is shown as operative on **Your Schedule**. Section 1a – What is Not Covered 3f): "We will not pay for malicious **Damage** or theft by or with the collusion of any occupant or user" is amended to "**We** will not pay for malicious **Damage** or theft by or with the collusion of any occupant or user other than a hirer."

In the event of a claim, evidence must be produced of hire bookings, including the name and address of the hirer responsible for the **Damage**.

Endorsement 7: Alarm

Unless **Your Structure** is **Occupied We** will only pay for theft or attempted theft or **Damage** if the alarm is activated and is fully maintained in accordance with the manufacturer's recommendation.

Endorsement 8: Extended New for Old

The age restriction stated in the **Policy** wording in respect of **New for Old** cover does not apply to this **Policy**. **New for Old** cover is up to an unlimited age of **Structure**.

Endorsement 9: Extended Personal Possessions, Emergency Accommodation & Liability Cover

This **Endorsement** is only available if **You** do not have a separate household insurance policy.

1. EXTENDED PERSONAL POSSESSIONS

The *Personal Possessions* single article limit is hereby increased to the limit shown on *Your Schedule* for any one article.

Cover for **Personal Possessions** is hereby extended to anywhere within the **Territorial Limits**.

Cover under this *Endorsement* excludes theft from motor vehicles, unless at the time of the loss or

Damage: someone aged 16 or over was in the motor vehicle; or the motor vehicle was securely locked; and force and violence were used to get into the motor vehicle; and the items stolen were out of sight in a locked luggage boot, luggage or glove compartment. The most **We** will pay for theft from an unattended motor vehicle is shown on **Your Schedule**.

2. EXTENDED EMERGENCY ACCOMMODATION

The emergency accommodation cover is hereby extended to the limits stated on *Your Policy Schedule*.

3. EXTENDED LIABILITY COVER

'Section 2 – Legal Liability' on page 16 is replaced by:

What is covered

If **You** or **Your Family** are legally liable for causing death, physical injury or illness to any person, or accidental **Damage** to material property during the **Period of Insurance** which arises:

- from an accident involving the Structure
- as individuals

Then We will pay for:

- a) Damages or compensation to that person for the death, physical injury or illness or **Damage** caused
- b) Their legal Costs to claim compensation from You
- c) Your Costs for defending the claim



The maximum amount **We** will pay for any claim or claims arising from any one event is the Legal Liability limit shown on **Your Schedule** (including **Costs**). Within this limit **We** will pay:

d) Costs

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 **Our** written consent has been obtained

If any person insured under this section of the **Policy** dies, the personal representative(s) will be entitled to the cover provided by this section for any claim made.

What is not covered

Liability for death, physical injury or illness to:

- a) You or Your Family
- b) Any employee of **You**, **Your Family**, or any person to whom the **Structure** is lent or is hired.

Any *Structure*, land or *Contents* owned by or that are the legal responsibility of *You*, *Your Family*.

Liability arising from:

- The *Structure* being used for any trade or business purposes
- The direct or indirect consequence of assault or

alleged assault

- Any deliberate or willful or malicious act
- The transmission of any infectious disease or virus
- The ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)

Liability arising from the ownership or use of:

- Any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs), whether licensed for road use or not
- Any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models)
- · Gliders, hand-gliders, caravans or trailers

Liability accepted by any of **Your Family** under any agreement, unless the liability would exist without the agreement.

Liability arising from The Party Wall, etc. Act 1996.

Liability covered by any other policy.

Please refer to the Policy Conditions and Policy Exclusions on pages 20-25.

Endorsement 10: Certain High Risk Items Cover

This *Endorsement* is only applicable if 'Endorsement 9: Extended Personal Possessions, Emergency Accommodation & 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 1a – The Structure and Contents & Section 1b - Personal Possessions 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; contact or corneal lenses or spectacles; 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 (including MP3/DVD/CD players); photographic equipment (including cameras, video cameras and camcorders).

Cover under this *Endorsement* excludes theft from motor vehicles, unless at the time of the loss or *Damage*: someone aged 16 or over was in the motor vehicle; or the motor vehicle was securely locked; and force and violence were used to get into the motor vehicle; and the items stolen were out of sight in a locked luggage boot, luggage or glove compartment. The most *We* will pay for theft from an unattended motor vehicle is shown on *Your Schedule*.

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 shown on *Your Schedule*. 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: collections of any kind (e.g. coins, medals, stamps or trophies); guns (and associated equipment); 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 or marine equipment.

Endorsement 11: Leisure and Sports Equipment

This *Endorsement* is only applicable if 'Endorsement 9: Extended Personal Possessions, Emergency Accommodation & 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 1a – The Structure and Contents & Section 1b - Personal Possessions 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.

Cover under this **Endorsement** excludes theft from motor vehicles, unless at the time of the loss or damage: someone aged 16 or over was in the motor vehicle; the motor vehicle was securely locked; and force and violence were used to get into the motor vehicle; and the items stolen were out of sight in a locked luggage boot, luggage or glove compartment. The most **We** will pay for theft from an unattended motor vehicle is shown on **Your Schedule**.

The maximum *We* will pay is the sum insured for Leisure and Sports Equipment shown on *Your Schedule*. There is a single article limit shown on *Your Schedule*. It is *Your* responsibility to ensure that the sum insured shown on *Your Schedule* represents the full value.

24 hr Claims Helpline: 01422 501 085

If **You** need to make a claim, what **You** need most of all is speedy, professional, practical help. This is exactly what **We** provide. Whatever the problem, big or small **We** are here to help **You**.

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 **01422 501 085**. Please have **Your Policy** number handy when **You** call. While most claims can be agreed over the telephone, there may be times when **We** ask **You** to complete a claim form and provide **Us** with further information, and/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 and Claims Conditions and Policy Exclusions on pages 20-25.

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 pages 36-37.

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** written 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 Advisers 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.

Claim Notification

Conditions that apply to the *Policy* and in the event of a claim are set out in *Your Policy* booklet. It is important that *You* and *Your Family* comply with all policy conditions and *You* should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as possible, although there are some situations where immediate notice is required. Further guidance is contained in the *Policy* booklet.

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 claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

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.

To ensure RSA receive documents, please send all documents by either recorded delivery or registered post and ensure that **Your** claim reference number is on all correspondence.

Preferred Suppliers

We take pride in the claims service *We* offer to *Our* customers. *Our* philosophy is to repair or replace lost or damaged property, where *We* consider it appropriate, and *We* have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where *We* can offer repair or replacement through a preferred supplier but *We* agree to pay *Our* customer a cash settlement, then payment will normally not exceed the amount *We* would have paid *Our* preferred supplier.

Please note that unfortunately there are sometimes delays in repairers obtaining parts, which can cause repairs to be delayed. Please contact **Your** repairer to establish the length of time they require for a full repair.

We may need to gain access to *Your Structure* to assess any *Damage*. It is *Your* responsibility to ensure *We* can access *Your Structure* to enable *Us* to do this.

If **You** would like to discuss any aspect of the claims process, please contact the Leisuredays Claims Liaison Team on 01422 396 888 or by email to claims@leisuredays.co.uk

Who You Need To Know

Different companies may need to be involved if **You** have to make a claim, in order to provide general support and assistance, process **Your** claim and assess any **Damage** to ensure the claim is handled as quickly and fairly as possible. This section details the most common companies that may be involved.

RSA

RSA are the underwriters of the **Policy You** bought from Leisuredays. They should be **Your** first point of contact when making a claim. RSA will handle **Your** claim and agree any settlement.

Leisuredays

Leisuredays is the company with whom **You** took out **Your Policy**. Leisuredays can provide help and guidance on any aspect of **Your Policy**. If **You** have any queries or are unsure abut anything please contact the Leisuredays team.

Loss Adjuster

An independent loss adjuster with an expert understanding of claims may be appointed to visit **Your Structure** and assess any **Damage**, to ensure **You** receive a fair settlement.

In some instances, **You** may also be introduced to a reputable repairer.

If **You** would like to discuss any aspect of the claims process, please contact the Leisuredays Claims Liaison Team on 01422 396 888 or by email to claims@leisuredays.co.uk

We will pay in cash the amount of the *Damage* or *We* may repair, reinstate or replace the *Damaged* property.

The maximum *We* will pay is the sum insured shown in *Your Schedule* subject to any limits shown on *Your Schedule* or in this *Policy* wording. The sum insured will not be reduced in the event of a claim.

The settlement of Your claim will be calculated as follows:

If repair is carried out, **We** will pay the cost of repair without deduction for wear and tear. If parts or accessories are found to be obsolete or unobtainable, **We** may use parts and accessories which are not supplied by the manufacturer. Alternatively **We** may use parts of a similar type and quality to the parts **We** are replacing. If **We** are unable to repair, **We** may pay the last known list price for the part or accessory required plus an appropriate fitting charge.

We will not pay for the cost of replacing, repairing or changing any undamaged items or parts of items forming

part of a set, suite, carpet or other items of common nature, colour, design or use. This applies if the other items can still be used and the **Damage** only affects one part of the item.

If the repair or replacement is not carried out, *We* will pay the decrease in *Market Value* of *Your Structure*, but not more than it would have cost *Us* to repair the *Damage* if the repair work had been carried out. *We* will make a cash settlement but *We* will not pay more than it would have cost *Us* to repair the *Damage* to *Your Structure* if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

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* or *Personal Possessions* is necessary *We* will pay the *Market Value* (unless the *New for Old* clause is operative)
- If **Your Structure**, **Contents** or **Personal Possessions** 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 **Market 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 Leisuredays. Any reduction of 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 one of the same make and model (or the nearest equivalent make and model).

If Your Contents and/or Personal Possessions are

damaged 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* and/or *Personal Possessions* 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.

Please read the following carefully as it contains important information relating to the details that **You** have given **Us**. **You** should show this notice to any other party related to this insurance.

Who We Are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, '*We*', '*Us*' and '*Our*' refers to the Group unless otherwise stated.

How Your Information Will Be Used & Who We Share It With

Your information comprises of all the details *We* hold about *You* and *Your* transactions and includes information obtained from third parties.

If **You** contact us electronically, **We** may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share *Your* information with other members of the Group to help *Us* and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop *Our* services, systems and relationships with *You*
- Understand **Our** customers' requirements
- · Develop and test products and services

We do not disclose *Your* information to anyone outside the Group except:

- Where *We* have *Your* permission; or
- Where *We* are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to Us, Our partners or You; or
- Where *We* we may transfer rights and obligations under this agreement

We may transfer *Your* information to other countries on the basis that anyone *We* pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not

object, **You** will consent to that change. **We** will not keep **Your** information for longer than is necessary.

Sensitive Information

Some of the information *We* ask *You* for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). *We* will not use such sensitive personal data about *You* or others except for the specific purpose for which *You* provide it and to carry out the services described in *Your Policy* documents. Please ensure that *You* only provide *Us* with sensitive information about other people with their agreement.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities
- Recovering debt
- · Checking details on proposals and claims for all types

of insurance

· Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies. *We* and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of **Your Policy**, **You** must tell **Us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **You** tell **Us** about an incident, **We** will pass information relating to it to the registers.

How To Contact Us

On payment of a small fee, **You** are entitled to receive a copy of the information **We** hold about **You**. If **You** have any questions, or **You** would like to find out more about this notice **You** can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax, HX3 5WA.

Handy Hints

You could take the following sensible precautions to reduce the likelihood of loss or damage. These Handy Hints are not a part of the policy.

Drain Down

It is extremely important that the water system is fully drained down during the winter period and whilst unoccupied to prevent frost damage. We would recommend that you speak with your park manager for advice, as most parks offer a professional drain down service as specialist equipment is often needed. Please see pages 13-14 of the policy booklet, which explains the draining down policy requirements.

It is worth lagging external pipes and utilising the services of a Gas Safe registered engineer to check water heaters annually.

Fire

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

General Advice

- To protect against condensation, leave interconnecting doors and wardrobe doors open. Also, stack upholstery in the middle of the lounge area
- Ensure vents are never obstructed this is vital where gas is involved
- Check the underside of your structure periodically, to see if any pipes are leaking. To protect against corrosion, especially on a coastal park, protective paint can 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 can be caused by small mammals/vermin. See your park manager for advice.

Theft

Always close and lock exterior doors and windows when you leave your structure – even if it's just for a short period of time. Thieves do not need long to go through your property.

Do not leave high risk items openly displayed in or around your structure.



Fit a time switch for lamps. If you are out after dark, leaving lights on in your structure will make it look occupied and can deter opportunistic thieves.

Fit an alarm system. The most effective alarms will alert the park of a break in. We recommend that you speak with your park manager for further advice.

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

Out of season, remove contents from the structure and leave curtains and cupboards open.

Water Ingress

Sensible precautions should be taken as follows:

- Regularly inspect the seams and seals where panels join. Contact your park manager if any problems are encountered which could cause water ingress
- If you have roof gutters, regularly check to ensure that they are kept clear of any obstructions
- Keep the exterior panelling clean and check the general condition of your structure on a regular basis

Holiday Caravan Legal Expenses Insurance provides:

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

Legal Helpline

You can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **01206 616 007** and quote "**Contract Number 670 - Leisuredays Holiday Caravan Legal Expenses**".

For **Our** joint protection telephone calls may be recorded and/or monitored.

Arc Legal Document Service

As an addition to **Your** Legal Expenses cover, **You** have access to **Our** Legal Document Service.

This will provide You with:

- Access to a range of legal document templates
- A step by step walk-through to assist *You* in completing the documents

The service can be accessed by visiting

www.arclegal.co.uk/legaldocuments where **You** can register **Your** details using the voucher code: **10542**.

Terms of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **We** act.

If a claim is accepted under this insurance, *We* will appoint *Our* panel solicitors, or their agents, to handle *Your* case. *You* are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a *Conflict of Interest* arises. Where it is necessary to start court proceedings or a *Conflict of Interest* arises and *You* want to use a legal representative of *Your* own choice, *You* will be responsible for any *Advisers' Costs* in excess of *Our Standard Advisers' Costs*.

The insurance covers **Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:

- a) The *Insured Incident* takes place in the *Insured Period* and within the *Territorial Limits*; and
- b) The *Legal Action* takes place within the *Territorial Limits*

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Definitions

Where the following words appear in **bold** they have these special meanings.

Adviser

Our specialist panel solicitors or accountants or their agents appointed by *Us* to act for *You*, or, and subject to *Our* agreement, where it is necessary to start court proceedings or a *Conflict of Interest* arises, another legal representative nominated by *You*.

Advisers' Costs

Legal fees and disbursements incurred by the *Adviser*.

Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Costs Standard Advisers' Costs and Adverse Costs.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insurer

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one *Insured Incident* shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from *Identity Fraud* the *Insured Incident* is a single act or the start of a series of single acts against *You* by one person or group of people.

Insured Period The period shown on *Your* insurance schedule.

Insured Property

The holiday property insured under the underlying Holiday Caravan policy to which this insurance attaches.

Legal Action(s)

The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.

Maximum Amount Payable

The maximum payable in respect of an *Insured Incident* is shown on *Your* insurance schedule.

Standard Advisers' Costs

The level of *Advisers' Costs* that would normally be incurred in using a specialist panel solicitor or their agents.

Territorial Limits

Personal Injury and Uninsured Loss Recovery: European Union.

All other sections: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Vehicle

Any motor vehicle or motorcycle owned by **You** or any member of the household.

We / Us / Our

Arc Legal Assistance Limited.

You / Your / Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor and is the owner of the property covered under the insurance to which this cover attaches. Cover also applies to **Your** family members resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.

Consumer Pursuit

Costs to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. This includes the purchase of the **Insured Property** where the **Insured Incident** occurs at least 60 days after this insurance started.

Consumer Defence

Costs to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. This includes the sale of the **Insured Property** where the **Insured Incident** occurs at

What is not covered

Claims:

- a) Where the breach of contract occurred before **You** purchased this insurance
- b) Arising from a dispute with any government, public or local authority
- c) Arising from the purchase of any land or buildings apart from the *Insured Property*
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- f) Directly or indirectly arising from planning law
- g) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

Claims:

a) Where the breach of contract occurred before **You** purchased this insurance

least 60 days after this insurance started.

Personal Injury

Costs to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

Uninsured Loss Recovery

Costs to pursue a **Legal Action** for financial compensation for uninsured losses arising from a road traffic accident whilst **You** are in a **Vehicle** against those responsible.

What is not covered

- b) Arising from a dispute with any government, public or local authority
- c) Arising from the sale of any land or buildings apart from the *Insured Property*

Claims:

- a) For stress, psychological or emotional injury unless it arises from *You* suffering physical injury
- b) For illness, personal injury or death caused gradually and not caused by a specific sudden event

Claims:

- a) Relating to an agreement you have entered into with another person or organisation
- b) For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau
- c) Arising from a road accident if the event is not covered under **Your** motor insurance

Employment Disputes

Standard Advisers' Costs to pursue a **Legal Action** against an employer or ex-employer for breach of **Your** contract of employment.

Property Damage

Costs to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to the **Insured Property**. The damage must have been caused after **You** first purchased this insurance.

What is not covered

Claims:

- a) Where the breach of contract occurred within the first 60 days after *You* first purchased this insurance unless *You* have held equivalent cover with *Us* or another insurer continuously for a period of at least 60 days leading up to when the breach of contract first occurred
- b) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Claims:

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) In respect of a contract You have entered into
- c) Directly or indirectly arising from planning law
- d) Directly or indirectly arising from constructing buildings or altering their structure for *Your* use
- e) Directly or indirectly arising from:
 - i) Subsidence meaning downward movement of the

Eviction of Unauthorised Occupants

Costs to pursue a **Legal Action** for re-possession of the **Insured Property**, if it has been occupied by an unauthorised party.

Personal Identity Fraud

Costs arising from Identity Fraud:

 a) To defend *Your* legal rights and/or take steps to remove County Court Judgments against *You* that have been obtained by an organisation from which *You* are alleged to have purchased, hired or leased goods or services. Cover is only available if *You* deny having entered in to the contract and allege that *You*

What is not covered

ground beneath buildings where the movement is unconnected with the weight of the building

- Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
- iii) Landslip meaning downward movement of sloping ground
- iv) Mining or quarrying

Claims:

- a) Where **You** have not been the victim of **Identity Fraud**
- b) Where *You* did not take action to prevent Yourself from further instances of *Identity Fraud* following an *Insured Incident*
- c) Where the *Identity Fraud* has been carried out by

have been the victim of *Identity Fraud*

- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in *Your* name or which are seeking monies or have sought monies from *You* as a result of *Identity Fraud*
- c) In order to liaise with credit referencing agencies and all other relevant organisations on *Your* behalf to advise that *You* have been the victim of *Identity Fraud*

What is not covered

somebody living with **You**

 d) For *Costs* arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

General Exclusions

1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of *Advisers' Costs* of acting for *You* is more than the amount in dispute
- c) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against *Your* insurance advisor, the *Insurer*, the *Adviser* or *Us*
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending *Legal Actions* arising from anything
 You did deliberately or recklessly
- e) Costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims

- 3. There is no cover for any claim directly or indirectly arising from:
 - a) A dispute between **You** and someone **You** live with or have lived with
 - b) **Your** business trade or profession other than as an employee
 - c) An application for a judicial review
 - d) Defending or pursuing new areas of law or test cases

4. Contracts (Rights of Third Parties) Act 1999

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 or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

- 1. Claims
 - a) You must notify claims as soon as reasonably possible once You become aware of the incident and within no more than 180 days of You becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced. For claims relating to Identity Fraud, these must be reported within 45 days of You becoming aware of the incident
 - b) We may investigate the claim and take over and conduct the legal proceedings in Your name. Subject to Your consent, which shall not be unreasonably withheld, We may reach a settlement of the legal proceedings
 - i) You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess

of Our Standard Advisers' Costs. The Adviser

must represent **You** in accordance with **Our** standard conditions of appointment available on request

- c) The **Adviser** will:
 - Provide a detailed view of *Your* prospects of success including the prospects of enforcing any judgment obtained
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require
 - iii) Keep Us advised of Advisers' Costs incurred
 - iv) Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless We agree in Our absolute discretion to allow the case to proceed
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**
 - vi) Attempt recovery of costs from third parties
- d) In the event of a dispute arising as to *Advisers' Costs We* may require *You* to change *Adviser*
- e) The *Insurer* shall only be liable for *Advisers' Costs* for work expressly authorised by *Us* in writing and undertaken while there are prospects of success
- f) You shall supply all information requested by the

Adviser and Us

- g) You are responsible for all legal costs and expenses including adverse costs if You withdraw from the legal proceedings without Our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by You
- h) You must instruct the Adviser to provide Us with all information that We ask for and report to Us as We direct at their own cost

2. Prospects of Success

At any time *We* may, but only when supported by independent legal advice, form the view that *You* do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, *We* may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, *We* will only pay *Our* share of the claim even if the other insurer refuses the claim.

4. Cancellation

You may cancel this insurance at any time by contacting Leisuredays (contact details on back cover). If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. No refund of premium shall be made after 14 days of taking out this insurance.

We may cancel the insurance by giving 14 days' notice in writing to *You* at the address shown on the schedule, or alternative address provided by *You*. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of *You* behaving inappropriately, for example:

- Where *We* have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers

5. Disputes

Subject to Your right to refer a complaint to the

Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where both parties agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

6. English Law & Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Customer Services Information How To Make A Claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting

www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Our aim is to get it right, first time, every time. If *We* make a mistake, *We* will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below.

We will always confirm to *You*, within five working days, that *We* have received *Your* complaint. Within four weeks *You* will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when *You* will receive a final response. Within eight weeks *You* will receive a final response or, if this is not possible, a reason for the delay plus an indication of when *You* will receive a final response. After eight weeks, if *You* are unhappy with the delay, *You* may refer *Your* complaint to the Financial Ombudsman Service. If You cannot settle *Your* complaint with *Us*.

Our contact details are:

Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel: 01206 615 000 Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: 0800 023 4567 (landlines) 0300 123 9123 (mobiles)

Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation from the scheme if *We* or the *Insurer* cannot meet their obligations. *Your* entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100 (landlines) or 0207 741 4100 (mobiles).

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm

Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 (landlines) or 0207 066 1000 (mobiles).

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www. fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768 (landlines) or 0207 066 1000 (mobiles).

IPA address details are:

Inter Partner Assistance The Quadrangle 106-118 Station Road Redhill Surrey RH1 1PR Registered No: FC008998



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