



# Holiday home insurance policy

for UK holiday properties, cottages and apartments

## Important!

You will **not** be insured for damage caused by freezing unless you've complied with the precautions outlined on page 43



**Leisuredays**  
INSURANCE THAT LETS YOU RELAX

## Helplines

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** (*Weekdays 8am - 8pm, weekends 9am - 4pm*)

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 9am - 4pm. See outside back cover for postal, email or web address.

### **Claims helpline - 01422 50 10 85** (*Weekdays 9am - 5pm*)

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 47-50 for further details about making a claim.

### **Legal expenses - 01206 616 007** (*24hr*)

Legal services arranged by Arc Legal Assistance Limited. Please quote '**Leisuredays holiday home legal expenses**'.



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# Introduction

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 Ltd (RSA) to work with us and underwrite this policy.

The policy booklet, policy 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.

We have included some explanatory notes in your policy. These are printed in **green** and do not form part of your policy.

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 phone helplines should you need to make a claim, seek guidance, advice or assistance. 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 - 8pm weekdays, and 9am - 4pm weekends.

Once again, thank you for choosing Leisuredays.



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 1 document. We recommend that you keep them together at all times.

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 should take all steps to reduce damage and prevent further damage
- You must comply with all policy conditions and familiarise yourself with any requirements set out in this policy

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.

There are conditions of the insurance that you or your family will need to meet as your part of this contract on pages 37-40. 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.

## 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.

# Our commitment to customer service

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

Phone:  01422 396 888

Email: [info@leisuredays.co.uk](mailto:info@leisuredays.co.uk)

Website: [www.leisuredays.co.uk](http://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 2075  
Livingston  
EH54 0EP

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

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have 6 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.

# Definition of words

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

## ***Accidental Damage***

Sudden, unexpected and visible damage which has not been caused on purpose.

## ***Business Money***

Cheques, credit cards, current legal tender, electronic cash pre-payment cards, gift tokens, travellers cheques, owned by ***Your Family*** or ***Your Family's*** responsibility under contract.

***Business Money*** does not include: air miles vouchers, credit notes, lottery tickets, promotional vouchers, raffle tickets and stamps which are part of a stamp collection, scratch cards, store or loyalty points.

## ***Clerical Business Equipment***

Computer, telecommunication and office equipment, office furniture and stationery owned by ***Your Family*** or

***Your Family's*** responsibility under contract.

***Clerical Business Equipment*** does not include business stock and no cover is provided for:

- The cost of replacing paper records, except for their value as stationery
- Any loss or erasure of, or any damage, distortion or corruption to records, data, programs and software
- Property more specifically insured by this or any other policy

## ***Contents***

Household goods, ***High Risk Items*** and ***Clerical Business Equipment***, pedal cycles and ***Business Money*** owned by ***Your Family*** or ***Your Family's*** responsibility under contract.

***Contents*** does not include:

- Motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric wheelchairs), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircrafts, trains and boats (other than models), gliders, hang gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment



- equipment while removed
- Animals
- Anything used for trade, professional or business purposes except **Clerical Business Equipment**
- Fixtures and fittings
- Credit cards
- Jewellery

### **Endorsement**

A change in the terms of the **Policy**. Any **Endorsements** applying to this **Policy** are noted on **Your Schedule**.

### **Excess**

The first part of any claim which **You** must pay. Any sum insured limit will apply before the **Excess** has been deducted. **Your Excess** is shown on **Your Schedule**.

### **Family**

**You** or any of the following people, providing they normally live with **You**:

- **Your** husband, wife or partner
- children (including foster children)
- **Your** relatives
- **Your** domestic employees

### **Heave**

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

### **High Risk Items**

Audio and video entertainment equipment (including CDs and DVDs), clocks, computers, paintings, photographic equipment, televisions and works of art.

### **Holiday Home**

The home, fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates.

The **Holiday Home** does not include aerials and satellite receiving equipment.

### **Landslip**

Downward movement of sloping ground.

### **Period of Insurance**

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

### **Policy**

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

### **Schedule**

The latest **Schedule** issued by **Us** as part of **Your Policy**. This forms the basis of the contract between **You** and **Us**. Please read through this carefully as the document records:

- The information **You** have provided
- The cover that **You** have selected
- **Your Holiday Home** details
- The premium
- The **Period of Insurance**

### **Subsidence**

Downward movement of the site on which **Your Holiday Home** stands, by a cause other than the weight of the **Holiday Home**.

### **Unoccupied**

When **Your Holiday Home** has not been lived in by **Your Family** or anyone who has **Your** permission, for more than 60 days in a row.

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

Royal & Sun Alliance Insurance Ltd (No. 93792) who are registered in England and Wales at the following registered office address: St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Royal & Sun Alliance Insurance Ltd 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](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768 (free from landlines) or 0207 066 1000 (mobiles).

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

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



## What is covered

### 1. Locks and keys

**Accidental Damage** to the locks of **Your Holiday Home** or to safes and alarms in **Your Holiday Home**.

**We** will pay the cost of:

- Buying new keys; or
- Changing parts of the locks; or
- Replacing the locks

### 2. Trees and shrubs

Loss of or damage to **Your** trees, shrubs, plants, hedges and lawns on the land which **Your Holiday Home** stands, caused by:

- Fire, lightning, explosion, earthquake or smoke
- Riot, civil commotion
- Malicious acts or vandalism
- Theft or attempted theft
- Impact involving vehicles or aircraft or anything dropped from them

## What is not covered

### 1. Locks and keys

- The **Excess**
- Any amount exceeding the limit shown on **Your Schedule**
- The replacement cost of any part of the item other than the replacement key or lock

### 2. Trees and shrubs

- The **Excess**
- Any amount exceeding the limit shown on **Your Schedule**
- Damage by smoke from air pollution
- Damage whilst **Your Holiday Home** is **Unoccupied**

This part of the **Policy** sets out the cover **We** provide for **Your Holiday Home**, subject to the sum insured limit shown on **Your Schedule**, unless **Your Schedule** states 'Not included'.

## Maintenance

**Your Policy** does not cover **You** for the cost of wear and tear or gradual deterioration - it is not a maintenance contract. It is a condition of the **Policy** that **You** keep **Your** property in good order and take steps to avoid damage.

### What is covered

Damage to **Your Holiday Home** caused by the following:

1. Fire, lightning, explosion, earthquake or smoke.
2. Storm or flood.

### What is not covered

The following exclusion applies to all of **Your** cover under this section:

- The **Excess** shown on **Your Schedule** unless stated otherwise

Damage by smoke from air pollution.

Damage to fences, hedges or gates.

Damage by frost.

Damage caused by a rise in the water table (the level below which the ground is completely saturated)



What is covered	What is not covered
3. Riot, civil commotion.	with water).  This exclusion does not apply where the damage is caused directly by a temporary, sudden, rise in water table caused by a specific storm or flood event.
4. Malicious acts or vandalism.  <b>Our</b> 'Minimum standard of security' <b>Endorsement</b> may apply - check <b>Your Schedule</b> .	The <b>Excess</b> or if damage is caused by a paying guest or tenant <b>We</b> will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.  Damage while <b>Your Holiday Home</b> is <b>Unoccupied</b> .  Damage deliberately caused by <b>You</b> or <b>Your Family</b> .
5. Falling trees or branches.	Damage to fences, hedges or gates.  The cost of removing a fallen tree or branch where <b>Your Holiday Home</b> has not been damaged at the same time.

## What is covered

6. Impact involving vehicles, aircraft or anything dropped from them, or animals.
7. Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.

Damage to **Your Holiday Home** caused by the escape of water is covered.

8. The cost of finding the source of any escape of water or oil from any fixed internal domestic heating installation including any subsequent repairs to walls, floors or ceilings.

## What is not covered

Damage by pets.

Damage while **Your Holiday Home** is **Unoccupied** unless caused by freezing. See 'Policy exclusion 14' on page 43.

Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage.

Damage by sulphate reacting with any materials from which **Your Holiday Home** is built.

Damage by water escaping which results in **Subsidence**, movement, settlement or shrinkage of any part of **Your Holiday Home** or the land belonging to **Your Holiday Home**.

Any amount exceeding the limit shown under 'Track and trace' on **Your Schedule**.

Any costs **You** agree to pay without **Our** written permission.



### What is covered

9. Theft or attempted theft.

**Our Minimum Standard of Security *Endorsement* may apply - check *Your Schedule*.**

10. Damage caused by falling aerials or satellite receiving equipment, their fittings or masts.

11. **Subsidence** or **Heave** of the site on which **Your Holiday Home** stands or of land belonging to **Your Holiday Home**, or **Landslip**.

### What is not covered

The **Excess** or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.

Loss or damage while **Your Holiday Home** is **Unoccupied**.

Loss or damage caused by **You** or **Your Family**.

Damage to the installation or appliance itself.

These items may be covered under the '**Contents**' section.

The **Subsidence**, **Heave** or **Landslip Excess** shown on **Your Schedule**.

Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates, unless **Your Holiday Home** is damaged by the same cause and at the same time.

## What is covered

## What is not covered

Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of **Your Holiday Home** are damaged by the same cause and at the same time.

Damage caused by structures bedding down or settlement of newly made up ground.

Damage caused by the coast or a riverbank being worn away.

Damage caused by or from demolition, alteration or repair to **Your Holiday Home**.

Damage caused by sulphate reacting with any materials on which **Your Holiday Home** is built.

Damage caused by or from poor or faulty design, workmanship or materials.



In addition, **We** provide the following cover subject to the sum insured or limit shown on **Your Schedule**.

### What is covered

12. Accidental breakage of drains and pipes and **Accidental Damage** to cables and underground tanks which are used to provide services to or from **Your Holiday Home**, for which **Your Family** is legally responsible.

If following a blockage, normal methods of releasing a blockage between the main sewer and **Your Holiday Home** are unsuccessful, **We** will pay the cost of breaking into and repairing the pipe for which **Your Family** is legally responsible.

### What is not covered

Damage while **Your Holiday Home** is **Unoccupied**.

Damage by water escaping which results in **Subsidence**, movement, settlement or shrinkage of any part of **Your Holiday Home**, or of the land which **Your Holiday Home** stands.

Damage by any cover listed elsewhere in the '**Holiday Home**' section and which is specifically excluded under that cover.

Damage caused by the coast or a riverbank being worn away.

Damage caused by or from demolition, alteration or repair to **Your Holiday Home**.

Damage caused by sulphate reacting with any materials from which **Your Holiday Home** is built.

Damage by gradual deterioration which has caused an

What is covered	What is not covered
<p>13. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of <b>Your Holiday Home</b>.</p>	<p>installation to reach the end of its serviceable life.</p> <p>The <b>Excess</b> or if damage is caused by a paying guest or tenant <b>We</b> will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.</p> <p>Breakage while <b>Your Holiday Home</b> is <b>Unoccupied</b>.</p> <p>The replacement cost of any part of the item other than the broken glass.</p>
<p>14. Fees and related costs incurred in repairing or replacing damaged parts of <b>Your Holiday Home</b>, provided the damage is covered under <b>Your Policy</b> and subject to <b>Our</b> prior agreement.</p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>• The cost of removing debris and delivery charges, shoring up, disconnection and reconnection of services and taking away any damaged parts of <b>Your Holiday Home</b></li> <li>• Architects, engineers, surveyors and legal fees</li> </ul>	<p>Any fees and costs <b>You</b> have to pay for preparing or furthering any claim.</p> <p>Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if <b>You</b> were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the <b>Holiday Home</b>.</p>



### What is covered

- The cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of **Your Holiday Home** are repaired or replaced

15. Cover whilst **You** are selling **Your Holiday Home**. If between the date **You** exchange contracts and the date **You** wish to complete the sale, **Your Holiday Home** is damaged by anything insured under this **Policy**, the buyer shall be entitled to the benefit of this cover once the sale has been completed.

16. Fatal accident.

**We** will pay the deceased's legal representative if any member of **Your Family** dies within 12 months of suffering bodily injury caused by an accident, fire or assault in **Your Holiday Home**.

### What is not covered

This cover does not apply if insurance has been arranged by or for the buyer.

Damage by any cover listed elsewhere in the '**Holiday Home**' section and which is specifically excluded under that cover.

Any amount exceeding the limit shown on **Your Schedule**.

Death or bodily injury caused by **You** or **Your Family** committing suicide or attempting to commit suicide.

Death or bodily injury caused to anyone under the influence of alcohol or through the misuse of drugs at the time of the incident causing death or bodily injury.

## What is covered

17. If **Your Holiday Home** is uninhabitable as a result of damage to **Your Holiday Home** by covers 1-11 or cover 18, **We** will pay:
- The additional cost of similar short-term accommodation for **Your Family** and also for any pets living with **You**
  - Rent **You** would have received but have lost including ground rent

## What is not covered

Any costs **Your Family** would have to pay once **Your Holiday Home** becomes habitable again.

Any costs **You** agree to pay without **Our** written permission.

The cost of alternative accommodation for anyone who is not a member of **Your Family** including any paying guest or tenant.

Any costs arising from damage by any cover listed elsewhere in the '**Holiday Home**' section and which is specifically excluded under that cover.

Any amount exceeding the limit shown on **Your Schedule**.



The following additional cover is also provided for **Your Holiday Home**, but only if **Your Schedule** states **Accidental Damage** cover is included.

### What is covered

#### 18. **Accidental Damage** to **Your Holiday Home**.

### What is not covered

The **Excess** or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.

Damage while **Your Holiday Home** is **Unoccupied**.

Damage by any cover listed elsewhere in the '**Holiday Home**' section and which is specifically excluded under that cover.

Damage by water entering **Your Holiday Home** other than by storm or flood.

Damage by or from **Subsidence, Heave, Landslip**, movement, settlement or shrinkage of any part of **Your Holiday Home** or of the land on which **Your Holiday Home** is built.

Damage caused by the coast or a riverbank being worn away.

### What is covered

### What is not covered

Damage caused by sulphate reacting with any materials from which **Your Holiday Home** is built.

Loss or damage by pets, unless a separate **Endorsement** applies.

Damage caused by demolition, alteration or repair.

Damage by mechanical, electrical or electronic fault or breakdown.

Damage caused by or from poor or faulty design, workmanship or materials.



As well as insuring **Your Holiday Home**, **We** also provide the following cover.

## What is covered

19. The legal liability of **Your Family** as owner of **Your Holiday Home** and land belonging to **Your Holiday Home** to pay damages and costs to others which arise from any single event occurring during the **Period of Insurance** which result in:
- Accidental death, disease, illness or accidental physical injury to anyone
  - **Accidental Damage** to physical property

The most **We** will pay is the limit shown on **Your Schedule** plus defence costs agreed by **Us** in writing.

20. Legal liabilities, which result from the ownership of any **Holiday Home** previously owned by **You** and insured by **Us** and which arise because of section 3 of

## What is not covered

Anything owned by or the legal responsibility of **Your Family**.

Injury, death, disease or illness to any of **Your Family** (other than **Your** domestic employees who normally live with **You**).

Liability arising from any employment, trade, profession or business of any of **Your Family**, other than for holiday let purposes.

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

Liability covered by any other policy.

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

## What is covered

the Defective Premises Act 1972, or section 5 of the Defective Premises (Northern Ireland) Order 1975, as long as **You** do not have this cover under any other policy.

The most **We** will pay is the limit shown in **Your Schedule**.

## What is not covered

Liability covered by any other policy.

Liability arising from any employment, trade, profession or business of any of **Your Family**.

Any **Holiday Home** owned and occupied by **You** in which **You** still hold legal title or have an interest.

Any incident which happens more than 7 years after the last day of the last **Period of Insurance** in respect of any **Holiday Home** previously insured by **Us** and owned and occupied by **You**.

Anything owned by or the legal responsibility of **Your Family**.

Injury, death, disease or illness to any of **Your Family** (other than **Your** domestic employees who normally live with **You**).

Damage by any cover listed in the **Policy** and which is specifically excluded under that cover.



This part of the **Policy** explains the cover **We** provide for the **Contents** in **Your Holiday Home**, subject to the sum insured or limit shown on **Your Schedule**.

## What is covered

Loss or damage to **Contents** in **Your Holiday Home** caused by the following:

1. Fire, lightning, explosion, earthquake or smoke.
2. Storm or flood.

## Maintenance

**Your Policy** does not cover **You** for the cost of wear and tear or gradual deterioration - it is not a maintenance contract. It is a condition of the **Policy** that **You** keep **Your** property in good order and take steps to avoid damage.

## What is not covered

The following exclusions apply to all of **Your** cover under this section:

- The **Excess** shown on **Your Schedule** unless stated otherwise
- Items more specifically insured under any other policy

Damage by smoke from air pollution.

Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

**The above exclusion does not apply where the damage is caused directly by a temporary, sudden, rise in water table caused by a specific storm or flood event.**

## What is covered

3. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.

Oil escaping from a fixed heating system.

Damage to the **Contents** in **Your Holiday Home** caused by the escape of water or oil is covered.

4. Riot, civil commotion.

5. Falling trees or branches.

6. Malicious acts or vandalism.

**Our** 'Minimum standard of security' **Endorsement** may apply - check **Your Schedule**.

7. Theft or attempted theft.

## What is not covered

Damage to the appliance or system which the water or oil escapes from.

Damage whilst **Your Holiday Home** is **Unoccupied**.

Damage while **Your Holiday Home** is **Unoccupied** unless caused by freezing. See policy exclusion 14 on page 43.

The **Excess** or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.

Damage whilst **Your Holiday Home** is **Unoccupied**.

The **Excess**, or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the



## What is covered

**Our** 'Minimum standard of security' **Endorsement** may apply - check **Your Schedule**.

8. Impact involving vehicles, aircraft or anything dropped from them or animals.
9. **Subsidence** or **Heave** of the site on which **Your Holiday Home** stands or of land belonging to **Your Holiday Home**, or **Landslip**.

## What is not covered

paying guests or tenants, whichever is the greater.

For **Contents** in any garage or outbuilding, any amount exceeding the limit shown on **Your Schedule**.

Loss or damage while **Your Holiday Home** is **Unoccupied**.

Loss or damage by theft or attempted theft caused by **You** or **Your Family**.

Loss of **Business Money**, except when force and violence is used to get into or out of **Your Holiday Home**.

Loss or damage by pets.

Damage caused by structures bedding down or settlement of newly made up ground.

Damage caused by the coast or a riverbank being worn away.

## What is covered

10. Damage caused by falling aerials or satellite receiving equipment, their fittings or masts.

11. **Accidental Damage** to televisions, satellite systems, audio and video entertainment equipment and computer equipment while in **Your Holiday Home**.

## What is not covered

Loss or damage caused by solid floors moving unless the foundations of the outside walls of **Your Holiday Home** are damaged by the same cause and at the same time.

Damage caused by or from demolition or repair to **Your Holiday Home**.

Damage caused by or from poor or faulty design, workmanship or materials.

Damage to the installation or appliance itself.

Musical instruments, mobile phones, records, cassettes, tapes, discs, CDs, DVDs, computer games or loss of data.

The **Excess** or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.

Damage while **Your Holiday Home** is **Unoccupied**.  
Damage by water entering **Your Holiday Home** other

**What is covered**

12. Accidental breakage of mirrors, ceramic hobs in freestanding cookers or glass which forms part of **Your** furniture.

**What is not covered**

than by storm or flood.

Damage by any cover listed elsewhere in the '**Contents'** section and which is specifically excluded under that cover.

The **Excess** or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.

The replacement cost of any part of the item other than the broken glass.

Damage while **Your Holiday Home** is **Unoccupied**.

In addition, **We** provide the following cover subject to the sum insured or limit shown on **Your Schedule**.

#### What is covered

13. Loss of **Business Money** in the British Isles.

14. Wedding, civil partnership, religious festivals and birthday gifts.

For 1 month before and 1 month after the event relating to any of **Your Family** the sum insured for **Contents** is increased by the limit shown on **Your Schedule**.

#### What is not covered

Loss whilst **Your Holiday Home** is let unless force and violence is used to get into or out of **Your Holiday Home**.

Any amount exceeding the limit shown on **Your Schedule**.

Theft from motor vehicles unless at the time of the loss or damage someone aged 16 or over was in the motor vehicle.

Loss from **Your Holiday Home** when the **Holiday Home** is **Unoccupied**.

Damage by any cover listed in the '**Contents**' section and which is specifically excluded under that cover.

**What is covered**

15. Accidental loss of metered water, liquid petroleum gas or oil at **Your Holiday Home**.
  
16. The cost of replacing food in a freezer or refrigerator in **Your Holiday Home**, that has been spoilt by an accidental change in temperature in **Your** freezer or refrigerator.
  
17. **Accidental Damage** or loss whilst a professional removal firm are moving **Your Contents** from **Your Holiday Home** directly to **Your** main residence in the British Isles.

**What is not covered**

- Damage whilst **Your Holiday Home** is **Unoccupied**.  
Damage by any cover listed in the '**Contents**' section and which is specifically excluded under that cover.  
Any amount exceeding the limit shown on **Your Schedule**.
- 
- Loss or damage when the **Holiday Home** is **Unoccupied**.  
Damage by an electricity or gas supplier deliberately cutting off or reducing the supply to **Your Holiday Home**.  
Any amount exceeding the limit shown on **Your Schedule**.
- 
- Damage to china, glass, pottery or other items of a similar nature, which are fragile, unless professional packers have packed them.  
Damage whilst **Your Contents** are in storage or being moved to or from storage.  
Loss of **Business Money**.  
Any amount exceeding the limit shown on **Your Schedule**.

## What is covered

18. Damage to **Your Contents** while they are moved temporarily to other premises within the British Isles caused by:
- Fire, lightning, explosion, earthquake or smoke
  - Storm or flood
  - Theft or attempted theft using force and violence to get into or out of the premises where **Your Contents** are temporarily kept
  - Oil escaping from a fixed heating system
  - Water escaping from washing machines, dishwashers, fixed water or fixed heating systems
  - Riot, civil commotion
  - Malicious acts or vandalism
  - Falling trees or branches
  - Falling aerials or satellite receiving equipment, their fittings or masts
  - Impact involving vehicles, aircraft or anything dropped from them, or animals

## What is not covered

Any amount exceeding the limit shown on **Your Schedule**.

The **Excess**, or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guest or tenants, whichever is the greater.

- Damage by smoke from air pollution
- Loss or damage to any **Contents** in the open
- Loss or damage if the premises where **Your Contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there
- Loss or damage by pets



### What is not covered

19. Loss of or damage to **Your Contents** while in the open on the land belonging to **Your Holiday Home** caused by:

- Fire, lightning, explosion, earthquake or smoke
- Storm or flood
- Oil escaping from a fixed storage container
- Riot, civil commotion
- Malicious acts or vandalism
- Theft or attempted theft
- Falling trees or branches
- Falling aerials or satellite receiving equipment, their fittings or masts
- Impact involving vehicles, aircraft or anything dropped from them, or animals

Items such as garden furniture and flowerpots are included within this cover.

### What is not covered

Any amount exceeding the limit shown on **Your Schedule**.

The **Excess**, or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.

- Damage by smoke from air pollution.
- Loss or damage while **Your Holiday Home** is **Unoccupied**.
- Loss or damage while **Your Holiday Home** is **Unoccupied**.
- Loss of **Business Money**.
- Loss or damage by pets.

The following additional cover is also provided for **Your Contents** but only if **Your Schedule** states **Accidental Damage** cover is included.

#### What is covered

20. **Accidental Damage** to **Your Contents** whilst in **Your Holiday Home**, and in the open on the land on which **Your Holiday Home** stands.

#### What is not covered

The **Excess**, or if damage is caused by a paying guest or tenant **We** will deduct the deposit/bond paid by the paying guests or tenants, whichever is the greater.

Damage to clothing and contact lenses.

Deterioration of food.

Damage while **Your Holiday Home** is **Unoccupied**.

Damage by any cover listed elsewhere in the '**Contents**' section and which is specifically excluded under that cover.

Damage by water entering **Your Holiday Home** other than by storm or flood or impact.

For **Contents** in the open, any amount exceeding the limit shown on **Your Schedule**.

Loss or damage by pets, unless a separate **Endorsement** applies.

Damage by mechanical, electrical or electronic fault or breakdown.



As well as insuring **Your Contents**, **We** also provide the following cover.

## What is covered

### 21. The legal liability of **Your Family**:

- As occupier of **Your Holiday Home** and its land
- As individuals
- As an employer to any of **Your Family's** domestic employees

to pay damages and costs to others which arise from any single event occurring during the **Period of Insurance** which results in:

- Accidental death, disease, illness or accidental physical injury to anyone
- **Accidental Damage** to physical property

The most **We** will pay is the limit shown on **Your Schedule** plus costs agreed by **Us** in writing.

## What is not covered

Anything owned by or the legal responsibility of **Your Family**.

Injury, death, disease or illness to any of **Your Family** (other than **Your** domestic employees who normally live with **You**).

Liability arising from any employment, trade, profession or business of any of **Your Family**.

Liability arising from any of **Your Family** passing on any disease or virus.

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, watercraft, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models)

## What is covered

## What is not covered

- Gliders, hang-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 any of **Your Family** owning land or buildings.

Liability arising from the Party Wall etc. Act 1996.

Liability covered by any other policy.

Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991 or amending legislation.



These are the conditions of the insurance **You** and **Your Family** will need to meet 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** may be invalid.

## 1. Cancellation of the policy

**You** may cancel this **Policy** at any time. **You** must tell **Us** by contacting:

Post: Leisuredays, New Road, Halifax, HX1 2JZ

Phone: 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 'Changes in your circumstances' condition and the 'Fraud' condition on pages 38-39.

**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.

## **2. Changes in your circumstances**

**Your Policy** has been issued based on the information that **You** have given to **Us** about **You** and **Your Holiday Home**. Any alterations must be notified to and agreed by Leisuredays within 30 days of any changes taking place. **You** must tell **Us** if any of the following happens:

- **Your Holiday Home** is going to be **Unoccupied**
- Work is to be done on **Your Holiday Home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension of **Your Holiday Home**
- **You** or any member of **Your Family** has any conviction for any offence except for driving offences
- The number of bedrooms in **Your Holiday Home** has changed
- If the property use changes from a **Holiday Home** to a permanent home, **Unoccupied** home or long term tenanted home
- If **You** sublet **Your Holiday Home**
- Any part of **Your Holiday Home** is going to be used for any trade, professional or business purposes, other than holiday let. There is no need to tell **Us** about trade, professional or business use if:
  - The trade, professional or business use is only clerical; and
  - **You** do not have staff employed to work from **Your Holiday Home**; and
  - **You** do not have any visitors to **Your Holiday Home** in connection with **Your** trade, profession or business; and
  - **You** do not keep any **Business Money** or stock in **Your Holiday Home**



**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.

### 3. Fraud

**You** and **Your Family** must not act in a fraudulent manner. If **You** or anyone acting for **You**:

- Makes 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

### 4. Other insurance

If, when a claim arises, there is any other insurance in force covering something that is covered by this **Policy**, **We** will only pay **Our** share of any claim.

### 5. Taking care

**Your Policy** does not cover **You** for the cost of gradual deterioration. It is not a maintenance contract. **You** must take all precautions to safeguard the **Holiday Home/Contents** against damage. The property insured must be maintained in sound condition and all precautions taken to prevent and minimise any claims.

### 6. Transferring your interest in the policy

**You** cannot transfer **Your** interest in this **Policy** to anyone else without **Our** written permission.

### 7. Paying your premium after a claim

In the event of a 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.

## **8. Unoccupancy condition**

Whenever **Your Holiday Home** is **Unoccupied** all locks, bolts and alarms on all external doors and windows must be used and fully maintained in accordance with the manufacturers' recommendations.

## **9. 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.

## **10. No claim discount**

This part of the **Policy** only applies if 'no claim discount' is shown on **Your Schedule**.

If no incident occurs during the **Period of Insurance** which results in a claim under the '**Holiday Home**' and

'**Contents**' sections, **Your** no claim discount will increase in line with **Our** scale at the renewal of the **Policy**.

For each incident that occurs during the **Period of Insurance** which results in a claim under this **Policy**, **Your** no claim discount may reduce in line with **Our** scale at the renewal of the **Policy**.

**You** cannot transfer **Your** no claim discount to anyone else.



**These exclusions apply to all the sections of Your Policy. This insurance does not cover:**

## 1. Breakdown

Loss or damage caused by mechanical, electrical or electronic fault or breakdown.

## 2. Confiscation

Confiscation or destruction by customs or other official bodies.

## 3. Date change and computer viruses

Any direct or indirect damage caused:

- To equipment 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:

- Equipment 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

## 4. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

## 5. Existing and deliberate damage

Any loss, 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** or **Your Family**.

## 6. Maintenance

The cost of maintenance and routine decoration.

## 7. 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 1 incident shall be deemed to have occurred at the time such incident takes place.

## **8. 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

## **9. Rot**

Any loss, 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.

## **10. Sonic bangs**

Any damage, liability, cost or expense of any kind caused

directly or indirectly by pressure waves from aircraft.

## **11. Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purposes of this exclusion, "terrorism" means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

## **12. War risks**

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

## **13. Wear and tear**

Any loss, damage, liability cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp,



rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

#### 14. Damage caused by freezing

Damage caused by freezing of fixed water or heating installations or damage by water or steam escaping from a fixed household appliance or fixed water or heating installation if the **Holiday Home** is unoccupied between 1st November and 15th March. For the purposes of this exclusion, unoccupied means **Your Holiday Home** is going to be left without occupants for more than 7 consecutive days.

This exclusion will not apply if the water supply is turned off at the mains and all systems drained, or if the central heating system is left in full operation and kept running 24 hours each day to a minimum temperature of 55°F (13°C).

The excess will be reduced to £0 if a water stop device is used. The water stop device should be designed to protect the whole of the **Holiday Home**, be fitted by a

professional and must be fully operational. Ideally the water stop device should be on the water technology list approved by DEFRA.

In addition weekly inspections of **Your Holiday Home** are to be carried out by **Your Family**, **Your** neighbour, by a **Holiday Home** employee or agent acting on **Your** behalf.

# Endorsements

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

## Endorsement 1 - Unoccupancy

The definition for '**Unoccupied**' is altered to:

"When **Your Holiday Home** has not been lived in by **Your Family** or anyone who has **Your** permission, for more than the period shown under the '**Holiday Home** details' section of **Your Schedule**."

## Endorsement 2 - Minimum standard of security

This **Endorsement** is applicable to the '**Contents**' section of **Your Policy** (pages 25-34).

From 45 days after the **Period of Insurance** start date shown on **Your Schedule**, **We** will not provide cover for theft or attempted theft and/or malicious acts or vandalism at **Your Holiday Home** unless the appropriate security devices (listed on the next page) are fitted where shown and brought into operation with all doors and windows locked shut:

- When **Your Holiday Home** is left without any occupants, in which case the keys must be removed from the security devices and stored out of sight
- When occupants go to bed at night, although security devices on windows in rooms which are occupied do not need to be brought into operation

Security devices must be fitted to **Your Holiday Home** in the following places:

- a) The main final exit door. If **Your Holiday Home** is a flat or part of a house converted into flats, the main final exit door means the door to **Your** self-contained flat and not any communal exit door - **Device 1 or 2 or 3**
- b) Other single exit doors - **Device 1 or 2 or 3 or 4**
- c) Exit doors to garages and other outbuildings (except greenhouses) - **Device 1 or 2 or 3 or 4 or 8**
- d) Sliding patio doors - **Device 1 or 3 or 5 or 6 or 7**
- e) Double opening outside doors or windows (e.g. French doors or French windows) - **Device 1 or 3 or 5**
- f) Doors inside garages which provide access into any part of **Your Holiday Home** - **Device 1 or 2 or 3 or 4**
- g) All panes of glass in louvre windows must be securely bonded into their brackets with an adhesive suitable for this purpose
- h) All ground floor opening windows, and any on the first floor or above that are 'readily accessible' - **Device 3 or 8**



*Please note that for the purposes of this wording, 'readily accessible' means windows that can be reached from the ground without the use of a ladder or via single storey extensions, balconies, external staircases and fire escapes, nearby trees, balconies, external staircases and fire escapes, roofs joining or next to Your Holiday Home, outbuildings, garages or walls.*

#### **Security devices:**

1. A lock which can be locked by a key from both the inside and the outside.
2. A mortice deadlock with 5 or more levers, or a surface mounted rim deadlock.
3. A key operated multi-point locking system.
4. 2 key operated security bolts, operating horizontally and fitted internally top and bottom.
5. For each door or window, 2 key operated security bolts, operating vertically and fitted internally top and bottom.
6. For each opening door, 2 key operated patio door locks, operating horizontally and fitted top and bottom.
7. 1 key operated patio door lock, plus an anti-lift device.  
*An anti-lift device prevents the lifting of sliding patio doors from their frames.*
8. At least 1 key operated locking device.

All **Policy** limits, section limits, conditions, exclusions and the 'What is not covered' paragraphs of each section apply, except where they have been changed by this **Endorsement**.

#### **Endorsement 3 - Accidental damage by pets**

The exclusion in respect of loss or damage by pets under the 'Accidental damage' section of the '**Holiday Home**' cover (pages 21-22) and the 'Accidental damage' section of the '**Contents**' cover (page 34) is removed and the cover is applicable.

#### **Endorsement 4 - Increased excess**

The **Excess** is increased to the amount shown under the '**Endorsements**' section of **Your Schedule**. This replaces the standard excess shown on **Your Schedule** except for those shown as applicable for **Subsidence, Heave** or **Landslip** or escape of water.

## Endorsement 5 - Subsidence, heave and landslip exclusion

Applicable to the '**Holiday Home**' and '**Contents**' sections of **Your Policy**. We do not provide cover for: **Subsidence** or **Heave** of the site on which **Your Holiday Home** stands or of land belonging to **Your Holiday Home**, or **Landslip**.

## Endorsement 6 - Flood excess

For each and every claim resulting from damage caused by flood, the **Excess** is increased to the amount shown under the '**Endorsements**' section of **Your Schedule**. This replaces the standard excess shown on **Your Schedule**.

All **Policy** limits, section limits, conditions, exclusions and the 'What is not covered' paragraphs of each section apply except where they have changed by this **Endorsement**.

## Endorsement 7 - Flood exclusion

All cover for any claim involving flood is excluded from this **Policy**.



## 24 hour claims helpline: 01422 50 10 85

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 Holiday Home** and **Contents** from further damage, such as switching off the gas, electricity, or water.

Call **Our** claims helpline on **01422 50 10 85**. Please have **Your** policy number handy when **You** call. While most claims can be agreed over the phone, 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 conditions', 'Claims conditions' and 'Policy exclusions' on pages 37-43.

## 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 your claim' on pages 51-53.

## What you must do

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

If someone is holding any of **You** or **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. Any application notice, legal document or other correspondence sent to **Your Family** must be sent to **Us** straightaway without being answered. For all other claims, tell **Us** within 14 days.

**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 chance to see them, or carry out non-emergency repairs before **We** have had chance to inspect them.

### Rights and responsibilities

**We** may need to get into a **Holiday Home** 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 **Our** expense to:

- Take over the defence or settlement of any claim
- Start legal action to get compensation back 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 **Holiday Home** 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 reasonable expenses **You** incur in providing **Us** with the above information.

### Guidance when making a claim

If **You** are faced with a major catastrophe, such as a serious fire or flood, **We** recognise that **You** will need expert assistance immediately. **We** will send a representative to help **You** in a major crisis, 24 hours a day, 365 days a year.



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** comply with all Policy Conditions and **You** should familiarise yourself with any requirements.

Directions for claim notification are included under the 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 contact phone numbers
- Personal details necessary to confirm **Your** identity
- Policy number as noted on **Your** current **Schedule**
- 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, addresses and contact numbers 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 circumstance 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
- Sometimes **We**, or someone acting on **Our** behalf, may wish to meet with **You** to discuss circumstances of the claim, to inspect damage, or to undertake further investigations
- Estimates for repair or replacement of damaged items where **We** have asked **You** for specific information relevant to **Your** claim **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information

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

## Preferred suppliers

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

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

We may need to gain access to Your Holiday Home to assess any damage. It is Your responsibility to ensure We can access Your Holiday Home 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](mailto:claims@leisuredays.co.uk).



If **You** wish to claim under **Your Policy** please follow the steps detailed in the 'How to make a claim' section (pages 47-50). **You** should also read the 'Policy conditions' and 'Policy exclusions' on pages 37-43.

## Holiday home

1. **We** will pay for the cost of work carried out in repairing or replacing the damaged parts of **Your Holiday Home** and agreed fees and related costs.

The amount **We** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **Our** nominated contractor; or
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors

If the repair or replacement is not carried out, **We** will pay the lesser of:

- The decrease in market value of **Your Holiday Home** due to the damage
- The cost of the work had it been completed by **Our** nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors if the repair work had been carried out without delay

All **Holiday Home** repairs carried out by **Our** preferred suppliers and insured under the '**Holiday Home**' section of this **Policy** are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

2. Where an **Excess** applies, this will be taken off the amount of **Your** claim.
3. If **Your Holiday Home** has not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding **Your Holiday Home** in the same way, size, style and appearance as when they were new, including fees and related costs, **We** will pay the cost of repairing or replacing the damaged parts of **Your Holiday Home** and **We** will, where appropriate, take off an amount for wear and tear.
4. The most **We** will pay for any 1 claim, including fees and related costs, is the amount it will cost **Us** to repair the damage to **Your Holiday Home** in the same size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **Your Schedule**.

**We** will not pay for:

- Loss of value resulting from repairs to or replacement of damage to **Your Holiday Home**
- Replacing or changing undamaged parts of **Your Holiday Home** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area

## Contents

1.
  - a) Where the damage can be economically repaired **We** will pay the cost of repair.
  - b) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **We** will replace it. If a replacement is not available **We** will replace it with an item of similar quality.
  - c) Where **We** are unable economically to repair or to replace an item with an item of similar quality, **We** will agree a cash payment with **You** based on the replacement value.
  - d) Where **We** can offer repair or replacement through a preferred supplier, but instead **You** request and **We** agree to pay a cash settlement, then the amount will not normally exceed what **We** would have paid **Our** preferred supplier.
2. **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in 1 area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.
3. **We** will not pay for any loss of value to any item which **We** have repaired or replaced.
4. The most **We** will pay for any 1 claim is the amount it will cost **Us** to replace all **Your Contents** as new but not more than the sum insured or any limits shown on **Your Schedule**.
5. If loss or damage happens and the sum insured on **Your Schedule** is less than the cost of replacing all **Your Contents** as new, **We** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.
6. Where an **Excess** applies, this will be taken off the amount of **Your** claim.



## Holiday home care services – Locks and keys, trees and shrubs

1. **We** will pay the cost of repairing or replacing the damaged part of the locks and keys or trees, shrubs, plants or lawn.
2. Where an **Excess** applies, this will be taken off the amount of **Your** claim.
3. The maximum **We** will pay is shown on **Your Schedule**.

### Preferred suppliers

If **We** agree, at **Your** request, not to repair or replace an item, **We** will make cash or voucher settlement equal to the cost **We** would have paid for replacement or repair through **Our** preferred suppliers.

**We** will not pay for any loss of value to any item, which **We** have repaired or replaced.

# How we use your information

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 Ltd.

**You** are giving **Your** information to Royal & Sun Alliance Insurance Ltd, 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 and shared

**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 phone 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** 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 **You** information for longer than is necessary.

### Sensitive information

Some of the information **We** ask **You** for may be sensitive personal data, as defined by **Data Protection Legislation** (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, Bowring Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

Holiday home 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 legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply phone **01206 616 007** and quote  
**'Leisuredays holiday home legal expenses'**.

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

## Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, 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, **Advisers' Costs** payable by **Us** are limited to no more than:

- a) **Our Standard Advisers' Costs**; or
- b) The amount recoverable under the Civil Procedure Fixed Recoverable Costs regime whichever is the lower amount.

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**.



If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section (pages 66-68) and should be read carefully. Some of the main conditions to this insurance are that:

## Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

## Proportional costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

## Duty of disclosure

- **Consumer**

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

- **Non-Consumer**

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

## Suspension of cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

# Legal expenses cover - Definition of words

Where the following words appear in ***bold italics*** 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.

## ***Conditional Fee Agreement***

An agreement between ***You*** and the ***Adviser*** or between ***Us*** and the ***Adviser*** which sets out the terms under which the ***Adviser*** will charge ***You*** or ***Us*** for their own fees.

## ***Data Protection Legislation***

The relevant ***Data Protection Legislation*** in force in the United Kingdom at the time of the ***Insured Event***, that being:

- ***Before 25 May 2018*** - the Data Protection Act 1998
- ***From 25 May 2018 onwards*** - the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

## ***Disclosure Breach***

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

## ***Insurer***

AmTrust Europe Limited.

## ***Insured Incident***

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only 1 ***Insured***



**Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

#### **Insured Period**

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

#### **Insured Property**

The property insured under the underlying holiday home 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** (as stated below) is shown on **Your** insurance schedule.

- Uninsured loss recovery
- Personal injury
- Consumer pursuit and defence
- Property damage
- Eviction of unauthorised occupants
- Employment disputes

#### **Standard Advisers' Costs**

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

#### **Territorial Limits**

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.

## What is covered

### 1. 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 or for sole use in the **Insured Property**. This includes the purchase of the **Insured Property** where the **Insured Incident** occurs at least 120 days after this insurance started. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

### 2. 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**

## What is not covered

### 1. Consumer pursuit

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**
- d) 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

### 2. Consumer defence

Claims:

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



## What is covered

**Property** where the **Insured Incident** occurs at least 120 days after this insurance started. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

### 3. 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.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that You are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

## 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**

### 3. Personal injury

Claims:

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) Arising from stress, psychological or emotional injury
- c) Arising from illness, personal injury or death caused gradually and not caused by a specific sudden event

## What is covered

### 4. 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.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part.

If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

### 5. Employment disputes

**Standard Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **Your** contract of employment.

## What is not covered

### 4. Uninsured loss recovery

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

### 5. Employment disputes

Claims:

- a) Where the breach of contract occurred within the first 90 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



## What is covered

### 6. 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

90 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

### 6. Property damage

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 ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) Heave, meaning the upward or sideways movement of the site on which buildings are

## What is covered

### 7. 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.

## What is not covered

- situated caused by swelling of the ground
- ii) Land slip, meaning downward movement of sloping ground
- iv) Mining or quarrying



## 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 or in relation to the ownership of the **Insured Property**
- 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.

## 1. Claims

- a) **You** must notify claims as soon as 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.
- 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:
  - i) 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. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

## 5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act

## **6. Cancellation**

**You** may cancel this insurance at any time by writing to **Your** insurance **Adviser** providing 14 days written notice. 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.

**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
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## **7. Disputes**

If a complaint cannot be dealt with by 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.

## **8. English Law and language**

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

## **9. Change in law**

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.



## How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should phone 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 [claims.arclegal.co.uk](http://claims.arclegal.co.uk). 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

**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 **Data Protection Legislation**.

## 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 5 working days, that **We** have received **Your** complaint. Within 4 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 8 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 8 weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**.

Our contact details are:

Post: Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Phone: 01206 615 000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Post: Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk), or by phone on 0800 678 1100 or 0207 741 4100.

### 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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on [0800 111 6768](#).

This policy is underwritten by AmTrust Europe Limited, Registered Office: **10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG**. Registered Number: [1229676](#). AmTrust Europe Limited is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: [202189](#). These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



This Privacy Notice explains how **We Use** the information **We** collect about **You** and how **You** can exercise **Your** rights. 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.

**You** are giving **Your** information to the insurer of **Your Policy** as shown on **Your Schedule** and any other companies within their group. In this information statement, '**We**', '**Us**' and '**Our**' refers to the group unless otherwise stated.

**Our** Privacy Notice will be updated from time to time, please check it each time **You** submit personal information to **Us** or renew **Your** insurance policy. Any immediate update to this notice will be published on **Our** webpage.

## The information we collect and how we collect it

As a data controller **We** have certain legal responsibilities concerning how **We** collect, use and share **Your** personal information. **We** receive personal information about **You** from:

- **You** directly, the information **You** provide when **You** contact **Us**.
- Someone who is acting on **Your** behalf, where **You** have given them permission to do so.
- Third parties, the information which a third party can lawfully pass to **Us**. This could be where a third party applied for a product on **Your** behalf (and **You** gave permission for this), an agent lawfully passed **Your** details to us to provide **Our** services, or other sources such as the Motor Insurers Database and fraud prevention databases.

**Your** information comprises all the details **We** hold about **You** and **Your** transactions, including information obtained from third parties. Although not an exhaustive list, the types of personal information **We** collect include: **Your** name, email address, phone number, postal address, and information to assess **Your** insurance risk.

**We** need to collect data about **You** so that **We** can understand the level of insurance cover **You** require, and to provide **You** with insurance services and information. **We** will use some of this information to communicate with **You**, and where **You** have agreed, to send **You** product or service information and offers.

Sometimes **We** will ask for special categories of personal information (e.g. driving offences or health information), and/or criminal or fraud information, for which there is additional protection under data protection law.

As a customer **We** will collect **Your** payment details, (e.g. direct debit, credit or debit card information) to pay for **Your** cover. To service **Your** policy **We** might contact **You** via **Our** website, emails, phone, text or post. These services might record information such as passwords, electronic information identifier (IP Address), email address, phone number and call recordings.

If **You** need to make a claim against **Your** policy, information about the incident will be collected, this may be shared with other selected companies to aid the processing of the claim.

### **Legal grounds to process**

**We** are required to tell **You** the legal grounds relied upon to process **Your** personal information and why processing is necessary, **We** have listed these below:

- Our performance of an insurance contract**

This includes providing **You** with insurance (including administration and generally servicing and maintaining

**Your** policy) and/or **Us** taking steps at **Your** request towards, and in anticipation of, providing **You** with insurance services.

- Our legitimate business interests or those of a third party** - Where these interests are not overridden by **Your** interests or fundamental rights and freedoms in relation to the protection of **Your** personal information. **Our** legitimate business interests include enabling **Us** to provide **You** with information about **Our** insurance services, market research, product development, responding to any query that **You** may raise with **Us** and, where requested by **You**, providing **You** with insurance services. Third party legitimate business interests include the promotion of insurance services to **You** so that third parties, such as holiday parks, have sufficient insurance coverage at their site(s). **We** will always give full and proper consideration to **Your** interests, via a balancing test, before using **Your** personal information in the way described.
- Consent** - In some circumstances **We** may need consent to use **Your** 'special category personal data'. **We** will always give **You** a choice as to whether **We** use **Your** personal information for marketing.



- **Our compliance with legal or regulatory obligations**
  - Where laws or regulations may require **Us** to use **Your** personal information in certain ways.
- **Necessity** - To establish, exercise or defend a legal claim. **We** may use **Your** information to establish **Our** position or defend ourselves.

For criminal or special category personal information (such as health conditions), the legal grounds **We** rely on to process **Your** information are that:

- **We** need to investigate a potential legal claim or bring or defend a legal claim, this may relate to a claim under **Your** insurance policy, or relate to the investigation and prosecution of fraud. Please note that **You** do not have to give **Your** consent to **Us** for **Us** to provide **Our** insurance services to **You**.

### How we use your personal information

**We** think **Your** information is as important as **You** are, and **We** want to make **You** aware of how **We** might use it:

- Assess financial and insurance risk
- To inform **You** about **Our** insurance services
- To provide **You** with the service requested
- To undertake administration and generally service and maintain **Your** insurance policy, including responding to

- any query that **You** may raise and managing any claim **You** may make under **Your** insurance policy
- To develop and test products and services, in specific, **We** may also use **Your** information to contact **You** for market research purposes
- Recover debt
- Prevent and detect crime

Where **You** have provided **Your** prior consent:

- **We** will use **Your** contact information to notify **You** of **Our** services, products and offers which **We** believe may interest **You**, via post, phone, email or text, this is what is commonly referred to as 'marketing'. These messages may be personalised using information **You** have previously provided.

**We** may use information collected about **You** to show **You** relevant advertising on third party websites e.g. Google, this could be advertising messages via the use of cookies. If **You** don't want to be shown targeted advertising from **Us** you can change your settings on some third party sites, and some browsers allow **You** to block our adverts.

**We** may ask **You** to confirm or update **Your** consent choices, if or when **You** interact with **Us** in the future,

to ensure that **Your** choices remain up to date. If at any other time **You** decide that **You** do not want **Us** to contact **You** for marketing purposes, please get in touch using the details in the 'Contact us' section of this privacy notice.

**We** will not disclose your information to any other party except:

- Where **We** have your consent
- To service **Your** contract; for example **Your** policy underwriter will require this information to provide **You** with a quote and/or insurance cover
- To credit reference and fraud prevention agencies and other companies that provide a service to **Us**, **Our** partners or **You**
- Where a third party has been appointed to handle elements of **Your** claim
- With **Our** carefully selected third party service providers, including external software or hosting providers, research or development agencies and technology providers
- Where **You** have taken a policy with **Us**, we may send confirmation to the company that introduced **You** to **Us** (e.g. a dealer, holiday park or member organisations). Personal data will be limited to that used for statistical analysis, confirmation of commission payment, and/or to improve relevancy

of their marketing campaigns. Please notify **Us** within 14 days of receiving this document if this is not OK.

- Where **We** are required or permitted to do so by law
- In the event that **We** are bought or **We** sell our business, **Your** information will be disclosed to the prospective buyer

**Your** personal information may be accessed, transferred or stored at a destination outside the European Economic Areas in connection with the purposes set out above. **We** will take all reasonable steps to ensure that **Your** personal information is safeguarded and treated in accordance with this privacy notice. If **You** would like further information please contact **Us**.

#### Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register (MIAFTR), run by the Association of British Insurers (ABI).

Under the conditions of **Your Policy**, **You** must tell **Us** about any incident (such as an accident, fire, theft or malicious damage) 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.



## Credit reference agencies

To determine premium payment rates at quote, renewal and/or any future invitations, **We** may make checks on the electoral roll and public data through a credit reference agency. These enquiries will be recorded but will not affect **Your** credit rating.

## Automatic Decision Making

Prior to **Us** offering **You** an insurance product or service **We** may carry out the below which involve automated decision making (computer based):

- **Pricing and Underwriting;** to calculate the insurance risk and calculate a premium
- **Credit referencing;** where a policy is being paid by Direct Debit checks are made to evaluate **Your** credit rating, this is to assess **Your** ability to pay for the product or service

If **You** do not agree with the result, **You** have the right to contact **Us** to request a manual reassessment of the same information.

## How long will we keep your personal information?

Where **You** have purchased an insurance product, **We** will keep **Your** personal information for so long as **We** are providing **You** with insurance services, plus an additional 7 years, to deal with any queries, complaints or legal

claims **You** may have. **We** may keep **Your** data for longer than 7 years if **We** cannot delete it for legal, regulatory or technical reasons. **We** may also keep it for research or statistical purposes. If **We** do, **We** will make sure **Your** privacy is protected and only use it for those purposes.

Where the use of **Your** personal information for a specific purpose is based on **Your** consent, **We** will keep **Your** information for 4 years after **Our** last mutual contact, or until **You** ask **Us** to stop sending **You** such information.

## Your rights in relation to your personal information

Under certain conditions, **You** may have the right to request **Us** to:

- Provide **You** with further details on the use **We** make of **Your** personal information
- Provide **You** with a copy of personal information **We** have collected about **You**
- Update any inaccuracies in the personal information **We** hold
- Delete any personal information that **We** no longer have a lawful ground to use
- Object to **Our** use of **Your** personal information if **Our** use of **Your** personal information is causing **You** undue harm

If **You** have any questions in relation to **Our** use of **Your** personal information, or wish to request any of the above, please get in touch using the details in the 'Contact us' section below.

Please note that submitting a request does not necessarily mean **We** will be able to fulfil it on every occasion - **We** may be bound by law preventing **Us** from fully fulfilling such a request, or **We** may be able to demonstrate legitimate grounds to continue using it in the manner **You** are objecting to. When this is the case **We** will explain in **Our** response.

### Contact us

If **You** have any questions, or if **You** would like to find out more about this privacy and security notice, **You** can contact **Us**:

Post: Data Protection Officer  
Leisuredays  
New Road  
Halifax  
HX1 2JZ

Phone: 01422 396 888

Should it be necessary, **You** also have the right to complain to the Information Commissioner's Office, **You** can find out how to report a concern via their website: [www.ico.org.uk](http://www.ico.org.uk).







**Large print copy  
available on request**



**Call 01422 396 888 or visit  
[leisuredays.co.uk/paperpolicy](http://leisuredays.co.uk/paperpolicy)**

Leisuredays  
New Road, Halifax  
West Yorkshire, HX1 2JZ

Phone: 01422 396 888 Fax: 01422 396 800  
Email: [info@leisuredays.co.uk](mailto:info@leisuredays.co.uk) Internet: [www.leisuredays.co.uk](http://www.leisuredays.co.uk)

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