Residential park home insurance policy

including residential lodges

Leisuredays

INSURANCE THAT LETS YOU RELAX

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

Customer service line - 01422 396 888

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

Claims helpline - 01422 501 085 *(24hr)*

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 49-57 for further details about making a claim.

Emergency helpline - 01422 501 086 *(24hr)*

If crisis strikes, like your pipes freeze and burst or a storm damages your residential park home, just call our emergency helpline day or night, any day of the year. We'll arrange for one of our emergency repairers to help sort things out.

Legal helpline - 0344 770 1040 *(24hr)*

Legal services arranged by Arc Legal Assistance Limited.

Contents

2 Helplines

4 Introduction

5 The insurance contract

6 Our commitment to customer service

8 Definition of words

13 Details of cover

- 13 Park home emergency assistance
- 15 Park home care services
- 16 Park home (including 'Legal liability')
- 26 Contents (including 'Legal liability')
- 37 Personal possessions and money
- 40 Pedal cycles

41 Endorsements applying

43 Policy conditions (including 'Cancellation of the policy')

47 Policy exclusions

49 How to make a claim

54 How we will settle your claim

58 How we use your information

60 Privacy notice

66 Park home legal expenses cover

- 68 Important conditions
- 70 Definition of words
- 72 Details of cover
- 77 General exclusions
- 79 Conditions
- 82 Customer services information

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 Intact Insurance UK Limited to work with us and underwrite this policy.

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

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

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

We will insure you under those sections specified as operative in the schedule during any period of insurance for which we have accepted the premium, provided that all the terms and conditions of the policy have been met.

Remember to keep your sums insured (which is shown on your schedule) up to date, as this policy is not index linked.

This policy booklet provides a number of phone helplines should you need to make a claim, seek guidance, advice or emergency 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 Intact Insurance.
The policy wording and schedule form the basis of the contract and should be read as one document. We recommend that you keep them together at all times.

There are conditions of the insurance that you or your family will need to meet as your part of this contract on pages 43-46. The conditions set out the changes in circumstances that could affect your cover and when we would cancel your policy. Please take the opportunity to read the policy conditions.

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

Our part of the contract is that we will provide the cover set out in this policy wording:

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

Your part of the contract is:

- You must pay the premium as shown on the schedule for each insurance period
- You must comply with all the conditions set out in this policy
- 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

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

Law applicable to this contract

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

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

whichever of those two places in which you live. Leisuredays and Intact Insurance 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

Website: www.leisuredays.co.uk

We aim to resolve your concerns within 3 working days. 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 within 3 working days. 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 the Intact Insurance UK Customer Relations team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: Intact Insurance
Customer Relations Team
PO Box 255
Wymondham
NR18 8DP

Email: customerrelations@intactinsurance.co.uk

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

Website: 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.

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.

Asbestos
Asbestos shall mean crocidolite, amosite, chrysoltile fibrous, actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Dust
Asbestos Dust shall mean fibres or particles of ***Asbestos***.

Asbestos Containing Materials
Asbestos Containing Materials shall mean any material containing ***Asbestos*** or ***Asbestos Dust.***

Clerical Business Equipment
Computer, telecommunication and office equipment, office furniture and stationery owned by ***You, Your Family*** or that is ***Your Family's*** responsibility under contract up to the amount shown on ***Your Schedule***.

Clerical Business Equipment does not include business stock or business ***Money*** 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

Contents
Household goods within the ***Park Home***. Cover includes: carpets and floor coverings, ***Clerical Business Equipment***, curtains, furniture***, High Risk Items***, household appliances, ***Money*** owned by ***Your Family*** or that are ***Your Family's*** responsibility under contract, ***Pedal Cycles***, personal documents and ***Personal Possessions***. ***Your*** guests' ***Personal Possessions*** in ***Your Park Home.***

Contents does not include:
- Aircraft, trains and boats (other than models), caravans, gliders, hang gliders, hovercraft and other mechanically propelled or assisted watercraft, mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled

vehicles), motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric ***Wheelchairs***), trailers, wetbikes or parts or accessories for any of them whether attached or detached other than removable entertainment equipment while removed
- Animals including pets, livestock or any associated equipment
- Anything used for trade, professional or business purposes except ***Clerical Business Equipment***;
- Fixtures and fittings
- Property more specifically insured by this or any other ***Policy***.

Damage / ***Damaged***
Loss or ***Damage***.

Endorsement
A change in terms of the ***Policy***. Any ***Endorsements*** applying to this ***Policy*** are noted on ***Your Schedule***. A full list of ***Endorsements*** that may apply to ***Your Policy*** are listed on pages 41-42.

Excess
The first part of any claim for ***Damage*** which ***You*** have to pay. Any sum insured limit will apply before the ***Excess*** has been deducted. ***Your Excess*** is shown in ***Your Schedule.***

Heave
Upward and/or lateral movement of the base on which ***Your Park Home*** stands caused by swelling of the ground.

High Risk Items
Articles of precious metal, jewellery, stamp, medal and coin collections, paintings, watches and works of art.
For any item valued over the amount shown on ***Your Schedule***, ***We*** require a copy valuation to be sent to ***Us*** at Leisuredays, New Road, Halifax, HX1 2JZ.

Landslip
Downward movement of sloping land.

Money
Cheques, credit cards, current legal tender, electronic cash prepayment cards, gift tokens, parking or luncheon vouchers, phone cards, retail vouchers and season or travel tickets, postal and money orders, premium bonds, savings certificates, stamps, traveller's cheques, owned by ***Your Family*** or that are ***Your Family's*** responsibility under contract.

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
- ***Money*** used or held for any trade, professional or business purposes

Park Home
The ***Residential*** park home or ***Residential*** lodge described in the ***Schedule*** and sited on a park that is registered with the local authority and has a residential licence. It includes all items designed to be permanently installed including but not limited to chests, decking, drives, fencing, fixtures and fittings, gates, hard-standing, patios, porches, service connections, skirting, solar panels, steps, verandas and ancillary domestic outbuildings including garages and sheds owned by ***Your Family*** or which ***You*** are buying under a hire-purchase agreement and which ***You*** are legally responsible for.

Park Home does not include aerials and satellite receiving equipment.

Pedal Cycles
Any ***Pedal Cycle***, bicycle or tricycle and its accessories, owned by ***Your Family*** or that are ***Your Family's*** responsibility under contract. This does not include any motorised ***Pedal Cycle***, bicycle or tricycle.

Period of Insurance
The period shown on ***Your Schedule*** and any further period, for which ***You*** have paid or agreed to pay, and ***We*** have accepted or have agreed to accept ***Your*** premium.

Personal Possessions
Jewellery, watches and personal items which ***Your Family*** normally wear or carries and which are owned by ***Your Family*** or that are ***Your Family's*** responsibility under contract.

Personal Possessions does not include:
- Household goods and domestic appliances
- External television and satellite receiving equipment
- Aircraft, trains and boats (other than models), caravans, gliders, hang gliders, hovercraft and other mechanically propelled or assisted watercraft, mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric ***Wheelchairs***), trailers, wetbikes or parts or accessories for any of them whether attached or detached other than removable entertainment equipment while removed
- Animals including pets, livestock or any associated equipment

- ***Money***, securities and documents of any kind
- Anything used for any trade, professional or business purposes other than portable computer equipment and mobile phones
- China, glass, pottery and any other items of a similar nature which are fragile

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

Residential
Occupied by ***You*** as ***Your*** main domestic dwelling.

Schedule
The latest ***Schedule*** issued by ***Us*** as part of ***Your Policy***. The ***Schedule*** personalises cover to ***You***; it shows ***Your*** name, address, premium, ***Your Park Home*** details, sum insured, ***Excess*** and the ***Period of Insurance.***

Statement of Insurance
This forms the basis of the contract between ***You*** and ***Us***. Please read through this as the document records:
- The information ***You*** have provided
- The cover that ***You*** have selected

at the time ***Your Policy*** was first arranged by Leisuredays.

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

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

Terrorism
The use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Unoccupied
When ***Your Park Home*** has not been lived in by ***Your Family*** or by anyone who has ***Your*** permission, for more than 60 days in a row. Lived in means slept in frequently.

We* / *Us* / *Our
Intact Insurance UK Limited who are registered in England and Wales, at the following registered office address:
22 Bishopsgate, London, EC2N 4BQ

Intact Insurance UK Limited (No. 00093792). Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202323. Intact Insurance UK Limited is part of Intact Financial Corporation. This can be checked on the Financial Services Register by visiting www.fca.org.uk/register or by contacting them on 0800 111 6768 (free phone) or +44207 066 1000 (from abroad).

Wheelchairs
Any wheelchair or similar electric scooter specifically designed for the disabled or infirm and which does not legally require to be licensed for road use.

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

Your 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

01422 501 086 **(24 hour)**

This part of the ***Policy*** provides access to advice and a contribution to the cost of emergency assistance.

Emergency advice and repairs

Call ***Our*** 24 hour emergency helpline, after taking any immediate action ***You*** think is necessary to protect ***Your*** property and belongings from further ***Damage***, such as switching off the gas, electricity or water. ***We*** have a team of contractors on hand to carry out urgent repairs 24 hours a day, 7 days a week.

If the emergency means that ***Your Family*** need to move out of ***Your Park Home*** overnight, ***We*** can arrange accommodation for ***You***.

The most ***We*** will pay for any one claim, which includes any overnight accommodation, the cost of the emergency repair, parts and call out charges, is shown on ***Your Schedule***.

If the emergency is a result of an incident, which is also covered under a specific section of ***Your Policy***, ***You*** may be able to claim for any further repair costs and accommodation under that section. Please call ***Our*** emergency assistance helpline on the 01422 501 086 and ***We*** will be happy to check this for ***You***.

Our staff take pride in their service and will do all they can to help ***You***.

Details of section cover on next page

What is covered

1. A sudden and unforeseen situation which, if not dealt with immediately upon discovery, would:
   a) Make ***Your Park Home*** unsafe or insecure and is likely to cause further ***Damage*** to ***Your Park Home***, or ***Your Contents***; or
   b) Create a risk to the health and safety of ***Your Family***

We will pay:

- The cost of one visit to effect temporary repairs carried out by a contractor authorised by ***Us***
- The additional cost of similar short-term accommodation for ***Your Family*** and also for any pets living with ***You***, if ***We*** agree that ***Your Park Home*** cannot be lived in

What is not covered

- Any subsequent repairs for the same ***Damage***
- Anything that could be foreseen
- Repairs, which are made by anyone other than a contractor, authorised by ***Us***
- Costs incurred without ***Our*** agreement

This part of the ***Policy*** explains the cover ***We*** provide for:

1. Locks and keys
2. Trees and shrubs

You can use these services as many times as ***You*** wish, whenever ***You*** need to.

What is covered	What is not covered
1. ***Accidental Damage*** to the locks of ***Your Park Home***, or to safes and alarms in ***Your Park Home***. ***We*** will pay the cost of: a) Buying new keys; or b) Changing parts of the locks; or c) Replacing the locks	• The ***Excess*** • Any amount exceeding the limit shown on ***Your Schedule***
2. ***Damage*** to ***Your*** trees, shrubs, plants, hedges and lawns on the land which ***Your Park Home*** is sited caused by: a) Fire, lightning, explosion, earthquake, or smoke b) Riot, civil commotion c) Malicious acts or vandalism d) Theft or attempted theft e) Impact involving vehicles or aircraft or anything dropped from them	• The ***Excess*** • Any amount exceeding the limit shown on ***Your Schedule*** • ***Damage*** by smoke from air pollution • ***Damage*** whilst ***Your Park Home*** is ***Unoccupied*** • ***Damage*** when ***Your Park Home*** is lent, let or sub-let to anyone other than ***Your Family***

This part of the ***Policy*** sets out the cover ***We*** provide for ***Your Park Home***. Refer to 'Policy conditions' on pages 43-46 for confirmation of when cover applies.

How we settle claims:
If ***You*** wish to claim under this section of ***Your Policy*** please follow the steps detailed on pages 49-53.

Please note:
You must ensure ***Your*** sum insured is kept up to date. If ***You*** extend or make improvements to ***Your Park Home*** – installing double glazing, adding a fitted kitchen or garage, for example – ***You*** will increase the cost of replacing ***Your Park Home***, so remember to check that ***Your*** sum insured is sufficient as this ***Policy*** is not index linked.

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 loss or ***Damage***.

What is covered	What is not covered
Damage to ***Your Park Home*** caused by the following: 1. Fire, lightning, explosion, earthquake or smoke	• The ***Excess*** • ***Damage*** by smoke from air pollution
2. Storm or flood	• The ***Excess*** • ***Damage*** to fences or gates

What is covered	What is not covered
3. Riot, civil commotion	• The ***Excess***
4. Malicious acts or vandalism	• The ***Excess*** • ***Damage*** while ***Your Park Home*** is ***Unoccupied***
5. Falling tree or branches	• The ***Excess*** • ***Damage*** to fences, hedges or gates
6. Impact involving vehicles, aircraft or anything dropped from them, or animals	• The ***Excess*** • ***Damage*** caused by pets
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	• The ***Excess*** • ***Damage*** to the appliance or system which the water or oil escapes from unless freezing causes the ***Damage*** • ***Damage*** while ***Your Park Home*** is ***Unoccupied*** ***Damage*** by sulphate reacting with any materials from which ***Your Park Home*** is built • ***Damage*** by water escaping which results in ***Subsidence***, movement, settlement or shrinkage of any part of ***Your Park Home***, or of the land on which ***Your Park Home*** is sited

What is covered	What is not covered
8. Theft or attempted theft	• The ***Excess*** • ***Damage*** while ***Your Park Home*** is ***Unoccupied*** • ***Damage*** unless force and violence is used to get into or out of ***Your Park Home***
9. Falling aerials or satellite receiving equipment, their fittings or masts	• The ***Excess*** • ***Damage*** to the installation or appliance itself
10. The cost of legal fees which ***You*** have to pay to repossess ***Your Park Home*** following occupation by squatters	• Any legal fees ***You*** agree to pay without ***Our*** written consent • Any legal fees exceeding the limit shown on ***Your Schedule***
11. If ***Your Park Home*** is uninhabitable as a result of ***Damage*** to ***Your Park Home*** by covers 1 -9 or ***Accidental Damage*** if ***Your Schedule*** states ***Accidental Damage*** included, ***We*** will pay: • The additional cost of similar short-term accommodation for ***Your*** Family and also for any pets living with ***You***	• Any costs ***Your Family*** would have to pay once ***Your Park 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***

What is covered	What is not covered
	• Any costs arising from ***Damage*** by any cover listed elsewhere in the ***Park Home*** section and which is specifically excluded under that cover • Any amount exceeding the limit shown on ***Your Schedule***
12. ***Subsidence, Heave*** or ***Landslip*** of the site on which ***Your Park Home*** stands and on land which ***You*** are legally responsible for	• The ***Subsidence***, ***Heave*** or ***Landslip Excess*** as shown in ***Your Schedule*** • ***Damage*** to drives, gates, hedges, fencing, footpaths, patios, paved terraces, skirting, steps, verandas, unless ***Your Park Home*** is ***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 Park Home*** • ***Damage*** caused by sulphate reacting with any materials from which ***Your Park Home*** is built • ***Damage*** caused by faulty workmanship or the use of defective materials

In addition ***You*** are also covered for the following.

What is covered

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

   If following a blockage, normal methods of releasing a blockage between the main sewer and ***Your Park 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

- The ***Excess***
- ***Damage*** while ***Your Park Home*** is ***Unoccupied***
- ***Damage*** by gradual deterioration, which has caused an installation to reach the end of its serviceable life
- ***Damage*** by water escaping which results in ***Subsidence,*** movement, settlement or shrinkage of any part of ***Your Park Home***, or of the land which ***Your Park Home*** is sited
- ***Damage*** by any cover listed elsewhere in the ***Park 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 Park Home***
- ***Damage*** caused by or from poor or faulty design, workmanship or materials
- ***Damage*** caused by sulphate reacting with any materials from which ***Your Park Home*** is built

What is covered	What is not covered
2. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of ***Your Park Home***	• The ***Excess*** • Breakage while ***Your Park Home*** is ***Unoccupied*** • The replacement cost of any part of the item other than the broken glass
3. Fees and related costs incurred in repairing or replacing ***Damaged*** parts of ***Your Park Home***, provided the ***Damage*** is covered under ***Your Policy*** and subject to ***Our*** prior agreement ***We*** will pay for: • The cost of removing debris, re-siting charges, shoring up, disconnection and reconnection of services and taking away any ***Damaged*** parts of ***Your Park Home*** • Architects, engineers, surveyors and legal fees • The cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the ***Damaged*** parts of ***Your Park Home*** are repaired or replaced	• Any fees and costs ***You*** have to pay for preparing or furthering any claim • Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if ***You*** 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 ***Your Park Home*** • The cost of removing a fallen tree or branch, where the ***Park Home*** has not been ***Damaged*** at the same time

What is covered	What is not covered
4. Cover whilst ***You*** are selling ***Your Park Home***. If between the date ***You*** exchange contracts and the date ***You*** wish to complete the sale, ***Your Park 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	• This cover does not apply if insurance has been arranged by or for the buyer
Fatal accident benefit 5. ***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 Park Home***	• 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

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

What is covered

1. ***Accidental Damage*** to ***Your Park Home***

What is not covered

- The ***Excess***
- ***Damage*** while ***Your Park Home*** is ***Unoccupied***
- ***Damage*** by any cover listed elsewhere in the ***Park Home*** section and which is specifically excluded under that cover
- ***Damage*** by water entering ***Your Park Home*** other than by storm or flood or impact
- ***Damage*** by or from ***Subsidence, Heave, Landslip,*** movement, settlement or shrinkage of any part of ***Your Park Home*** or of the land on which ***Your Park Home*** is sited
- ***Damage*** caused by the coast or a riverbank being worn away
- ***Damage*** caused by sulphate reacting with any materials from which ***Your Park Home*** is built
- ***Damage*** caused by or from poor or faulty design, workmanship or materials
- ***Damage*** caused by repairing, restyling or renovating ***Your Park Home***

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

What is covered

1. The legal liability of ***Your Family*** as owner of ***Your Park Home*** to pay ***Damages*** and costs to others which arise from any single event occurring during the ***Period of Insurance*** which result in:
   a) Accidental death, disease, illness or accidental physical injury to anyone
   b) ***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.

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

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 accepted by any of ***Your Family*** under any agreement, unless the liability would exist without the agreement
- Liability covered by any other ***Policy***

- Any ***Park 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 ***Park Home*** previously insured by ***Us*** and owned and occupied by ***You***
- Anything owned by or the legal responsibility of ***Your Family***

What is covered

What is not covered

- 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 accepted by any of ***Your Family*** under any agreement, unless the liability would exist without the agreement
- Liability covered by any other ***Policy***
- ***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 Park Home***. The most ***We*** will pay per single item is the limit shown on ***Your Schedule.***

Please note:
Remember to check that ***Your*** sum insured is sufficient when new articles are bought as this ***Policy*** is not index linked.

The value of items such as jewellery, articles of precious metal, clocks, watches, pictures, works of art, antiques, curios and collections often fluctuates independently of inflation. ***You*** should make certain that these items are insured for the correct new for old amount at all times. For any items valued over the limit shown on ***Your Schedule***, ***We*** require a copy valuation to be sent to Leisuredays.

How we settle claims:
If ***You*** wish to claim under this section of ***Your Policy*** please follow the steps detailed on pages 49-53.

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 loss or ***Damage.***

Damage to ***Contents*** in ***Your Park Home*** caused by the following:

What is covered	What is not covered
1. Fire, lightning, explosion, earthquake or smoke	• The ***Excess*** • ***Damage*** by smoke from air pollution
2. Storm or flood	• The ***Excess***
3. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	• The ***Excess*** • ***Damage*** whilst ***Your Park Home*** is ***Unoccupied*** • ***Damage*** to the appliance or system which the water or oil escapes from
4. Riot, civil commotion	• The ***Excess***
5. Falling trees or branches	• The ***Excess***
6. Malicious acts or vandalism	• The ***Excess*** • ***Damage*** whilst ***Your Park Home*** is ***Unoccupied***
7. Theft or attempted theft using force and violence to get into or out of ***Your Park Home***	• The ***Excess*** • ***Damage*** whilst ***Your Park Home*** is ***Unoccupied***

What is covered	What is not covered
8. Impact involving vehicles, aircraft or anything dropped from them, or animals	• The ***Excess*** • ***Damage*** by pets
9. ***Subsidence***, ***Heave*** or ***Landslip*** of the site on which ***Your Park Home*** stands	• The ***Excess*** • ***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 or repair to ***Your Park Home*** • ***Damage*** caused by or from poor or faulty design, workmanship, or materials
10. Falling aerials or satellite receiving equipment, their fittings or masts	• The ***Excess*** • ***Damage*** to the installation or appliance itself
11. ***Accidental Damage*** to televisions, satellite systems, audio and visual entertainment equipment and computer equipment while in ***Your Park Home.*** Audio and visual entertainment equipment and computer equipment does not include musical instruments, mobile phones, records, cassettes, tapes, discs, CDs, DVDs and computer games.	• The ***Excess*** • ***Damage*** while ***Your Park Home*** is ***Unoccupied*** • ***Damage*** by water entering ***Your Park Home*** other than by storm or flood • ***Damage*** by any cover listed elsewhere in the ***Contents*** section and which is specifically excluded under that cover

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

- The ***Excess***
- The replacement cost of any part of the item other than the broken glass
- ***Damage*** while ***Your Park Home*** is ***Unoccupied***

In addition ***You*** are covered for the following:

What is covered	What is not covered
Wedding, civil partnership and birthday gifts 1. For 1 month before and 1 month after the wedding day, civil partnership or birthday of any of ***Your Family*** the sum insured for ***Contents*** is increased by the limit shown on ***Your Schedule***	• The ***Excess*** • ***Damage*** by any cover listed in the ***Contents*** section and which is specifically excluded under that cover
Religious festival increase 2. For 1 month before and 1 month after a religious festival the sum insured for ***Contents*** is increased by the limit shown on ***Your Schedule***	• The ***Excess*** • ***Damage*** by any cover listed in the ***Contents*** section and which is specifically excluded under that cover
3. Accidental loss of metered water, liquid petroleum gas or oil at ***Your Park Home***	• The ***Excess*** • Any amount exceeding the limit shown on ***Your Schedule*** • ***Damage*** whilst ***Your Park Home*** is ***Unoccupied*** • ***Damage*** by any cover listed in the ***Contents*** section and which is specifically excluded under that cover

What is covered	What is not covered
4. The cost of replacing ***food*** in a freezer or refrigerator in ***Your Park Home***, that has been spoilt by an accidental change in temperature in ***Your*** freezer or refrigerator	• The ***Excess*** • Any amount exceeding the limit shown on ***Your Schedule*** • ***Damage*** by an electricity or gas supplier deliberately cutting off or reducing the supply to ***Your Park Home*** • ***Damage*** whilst ***Your Park Home*** is ***Unoccupied***
5. ***Accidental Damage*** or loss whilst a professional removal firm are moving ***Your Contents*** from ***Your Park Home*** directly to ***Your*** new permanent ***Residential*** property in the ***Territorial Limits***	• The ***Excess*** • ***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 ***Money*** • Any amount exceeding ***Your Contents*** sum insured

What is covered	What is not covered
6. ***Damage*** to ***Your Contents*** whilst in the open on the site on which ***Your Park Home*** stands caused by:	• The ***Excess***
a) Fire, lightning, explosion, earthquake or smoke	• Any amount exceeding the limit shown on ***Your Schedule***
b) Storm or flood	• ***Damage*** by smoke from air pollution
c) Oil escaping from a fixed heating system	
d) Riot, civil commotion	
e) Malicious acts or vandalism	• ***Damage*** whilst ***Your Park Home*** is ***Unoccupied***
f) Theft or attempted theft	• ***Damage*** whilst ***Your Park Home*** is ***Unoccupied***
	• ***Damage*** when ***Your Park Home*** is used to receive visitors in connection with ***Your*** business
	• Loss of ***Money***
g) Falling trees or branches	
h) Falling aerials or satellite receiving equipment, their fittings or masts	
i) Impact involving vehicles, aircraft or anything dropped from them, or animals	• ***Damage*** by pets

What is covered	What is not covered
7. ***Damage*** to ***Your Contents*** caused by the following, while they are moved temporarily away from ***Your Park Home***; to a building or residence where ***Your Family*** is living, working, or studying at university, college or school; or to other premises all within the ***Territorial Limits***.	• The ***Excess*** • Any amount exceeding the sum insured for ***Your Contents*** shown on ***Your Schedule***
a) Fire, lightning, explosion, earthquake or smoke	• ***Damage*** by smoke from air pollution
b) Storm or flood	
c) Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system	• ***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
d) Riot, civil commotion	
e) Malicious acts or vandalism	• ***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
f) Theft or attempted theft using force and violence to get into or out of the premise where ***Your Contents*** are temporarily kept	• ***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 • ***Damage*** to any ***Contents*** in the open

What is covered	What is not covered
g) Falling trees or branches h) Falling aerials or satellite receiving equipment, their fittings or masts i) Impact involving vehicles, aircraft or anything dropped from them, or animals	• ***Damage*** by pets

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

What is covered	What is not covered
1. ***Accidental Damage*** to ***Your Contents*** whilst in ***Your Park Home***, and in the open on the land on which ***Your Park Home*** stands	• The ***Excess*** • ***Contents*** in the open for any amount exceeding the limit shown on ***Your Schedule*** • ***Damage*** to clothing • Deterioration of food • ***Damage*** while ***Your Park 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 Park Home*** other than by storm or flood

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

What is covered

1. The legal liability of ***Your Family***:
   a) As occupier of ***Your Park Home***
   b) As individuals
   c) 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:
   i. Accidental death, disease, illness or accidental physical injury to anyone
   ii. ***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.

   The most ***We*** will pay for employer's liability to domestic employees is the limit shown on ***Your Schedule*** plus defence costs agreed by ***Us*** in writing.

What is not covered

- Anything owned by or that is 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
- The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) order 1991 (or any amending legislation) applies
- 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); gliders, hang-gliders, caravans or trailers

What is covered

What is not covered

- Liability accepted by any of ***Your Family*** under any agreement, unless the liability would exist without the agreement
- Liability covered by any other ***Policy***

This part of the ***Policy*** sets out the cover ***We*** provide for ***Your Personal Possessions*** and ***Money*** in or away from ***Your Park Home***, but only if ***Your Schedule*** states '***Personal Possessions*** and ***Money*** included'.

How we settle claims:
If ***You*** wish to claim under this section of ***Your Policy*** please follow the steps detailed on pages 49-53.

What is covered

1. Loss of ***Money*** in the ***Territorial Limits*** in the possession of any of ***Your Family***

What is not covered

- The ***Excess***
- Theft from motor vehicles unless at the time of the ***Damage*** someone aged 16 or over was in the motor vehicle
- Loss from ***Your Park Home*** when ***Your Park Home*** is ***Unoccupied***
- Loss or ***Damage*** in ***Your Park Home***, by theft, malicious acts or vandalism when ***Your Park Home*** is used to receive visitors in connection with any business; unless force and violence is used to get into or out of ***Your Park Home***
- Loss by deception unless the only deception is someone tricking their way into ***Your Park Home***
- Loss of ***Money*** when ***You*** have been outside the ***Territorial Limits***

What is covered	What is not covered
	• Loss or ***Damage*** by delay, confiscation or detention by customs or other official bodies • Loss of value or loss due to errors or omissions in receipts, payments or accountancy • Loss of ***Money*** not reported to the police within 24 hours of discovery
2. ***Damage*** to ***Personal Possessions*** and personal documents in the ***Territorial Limits*** while in the possession of any of ***Your Family***. The most ***We*** will pay per single item is the limit shown on ***Your Schedule***. The most ***We*** will pay for personal documents whilst in the ***Territorial Limits*** is the limit shown on ***Your Schedule***. The most ***We*** will pay for theft from an unattended motor vehicle is the limit shown on ***Your Schedule***.	• The ***Excess*** • ***Damage*** in ***Your Park Home*** when ***Your Park Home*** is ***Unoccupied*** • ***Damage*** caused by water entering ***Your Park Home*** other than by storm or flood • Loss or ***Damage*** by delay, confiscation or detention by customs or other official bodies • Theft from motor vehicles unless at the time of the ***Damage***: a) Someone aged 16 or over was in the motor vehicle; or b) The motor vehicle was securely locked; and c) Force and violence were used to get into the motor vehicle; and

What is not covered

What is not covered

d) The items stolen were out of sight in a locked luggage boot, luggage or glove compartment, unless the vehicle was a motorhome

- ***Damage*** to ***Your Personal Possessions*** by theft, malicious acts or vandalism when ***Your Park Home*** is used to receive visitors in connection with any business; unless force and violence is used to get into or out of ***Your Park Home***
- Loss by deception unless the only deception is someone tricking their way into ***Your Park Home***
- Loss or ***Damage*** to ***Your Personal Possessions*** or personal documents whilst outside the ***Territorial Limits***
- ***Damage*** to sports equipment in course of play
- ***Damage*** to musical instruments by scratching or denting

This part of the ***Policy*** covers ***Pedal Cycles*** belonging to ***Your Family*** while in or away from ***Your Park Home*** but only if ***Your Schedule*** states '***Pedal Cycles*** included'.

How we settle claims:
If ***You*** wish to claim under this section of ***Your Policy*** please follow the steps detailed on pages 49-53.

What is covered

1. ***Damage*** to ***Pedal Cycles*** in the ***Territorial Limits*** whilst in the possession of any of ***Your Family***

What is not covered

- The ***Excess***
- ***Damage*** to any ***Pedal Cycle*** left unattended in a public place unless the ***Pedal Cycle*** is securely locked
- Loss by deception unless the only deception was someone tricking their way into ***Your Park Home***
- ***Damage*** to any ***Pedal Cycle*** whilst racing
- ***Pedal Cycle*** tyres or accessories unless the ***Pedal Cycle*** is lost or ***Damaged*** at the same time
- ***Damage*** in ***Your Park Home*** when ***Your Park Home*** is ***Unoccupied***

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

Endorsement 1: No Claim Discount

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

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

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

Endorsement 2: Alarm

Unless ***Your Park Home*** is occupied ***We*** will only pay for theft or attempted theft ***Damage*** if the alarm is activated and is fully maintained in accordance with the manufacturer's recommendations.

Endorsement 3: Unoccupancy

It is a condition of this ***Policy*** that where the ***Park Home*** is ***Unoccupied*** or unfurnished for more than 60 days in a row, up to a maximum of 240 days that:

a) Locks and bolts to external doors and windows are put into operation; and
b) Intruder alarms, where installed, are put into operation; and
c) Weekly inspections of the ***Park Home*** are carried out by ***Your Family***, ***Your*** neighbour or by a park estate employee; and
d) The water has been disconnected and all equipment fully drained (other than in respect of a proprietary sealed central heating system containing antifreeze which has been professionally fitted and is maintained to the manufacturer's specifications) or has a full central heating system maintained at a temperature not less than the manufacturer's specification to avoid frost ***Damage***

During this time an additional ***Excess*** as shown on ***Your Schedule*** will be payable for any claim.

Endorsement 4: Park employee business use

This ***Endorsement*** confirms cover for ***You*** as a park employee/owner to carry out park estate related business within ***Your Park Home***. This cover is subject to ***You*** owning the ***Park Home*** insured.

We do not provide cover for theft or attempted theft or malicious acts or vandalism at ***Your Park Home*** unless force and violence is used to get into or out of ***Your Park Home***.

These are the conditions of the insurance ***You*** and ***Your Family*** will need to meet as ***Your*** part of this contract. There are other conditions of insurance applicable to the 'Legal expenses' section on pages 60-71. If ***You*** do not, a claim may be rejected or payment could be reduced. In some circumstances ***Your Policy*** might be invalid.

1. Changes in your circumstances

Your Policy has been issued based on the information that ***You*** have given to ***Us*** about ***You*** and ***Your Park Home***. Any alterations must be notified to and agreed by Leisuredays within 24 hours of any changes taking place. ***You*** must tell ***Us*** if any of the following happens:

- ***You*** are going to move from ***Your Park Home*** permanently
- Someone other than ***Your Family*** is going to live in ***Your Park Home***
- ***Your Park Home*** is going to be used for short periods each week or as a holiday ***Park Home***
- ***Your Park Home*** is going to be ***Unoccupied***. For the purposes of this condition ***Unoccupied*** means ***Your Park Home*** is going to be left without occupants for more than a total of 60 days in any ***Period of Insurance***
- Work is to be done on ***Your Park Home*** which is not routine repair, maintenance or decoration, for example any structural alteration or extension of ***Your Park Home***
- ***You*** or any member of ***Your Family*** has any conviction for any offence, except for driving
- Any part of ***Your Park Home*** is going to be used for any trade, professional or business purposes
- There is no need to tell ***Us*** about trade, professional or business use if:
  a) The trade, professional or business use is only clerical; and ***You*** do not have staff employed to work from ***Your Park Home***; and
  b) ***You*** do not have any visitors to ***Your Park Home*** in connection with ***Your*** trade, profession or business; and ***You*** do not keep any business ***Money*** or stock in ***Your Park Home***
- Any increase in the new replacement cost of ***Your Park Home***, ***Contents*** or ***Personal Possessions***
- A change in site address of ***Your Park Home***
- If the ***Park Home*** structure is replaced

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 or premium.

2. Taking care of your property

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

3. Other insurances

If, 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.

4. Transferring your interest in the policy

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

5. Fraud

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

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

Then:

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

6. Cancellation of the policy

You may cancel this ***Policy*** at any time. ***You*** must tell ***Us*** by contacting:
Leisuredays, 64 New Road, Halifax, West Yorkshire, 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 'Fraud' condition on page 44 and the 'Changes in circumstances' condition on page 43.

We may also cancel the ***Policy*** where ***We*** have identified serious grounds, such as:

- Failure to provide ***Us*** with information ***We*** have requested that is directly relevant to the cover provided under this ***Policy*** or any claim
- The use or threat of violence or aggressive behaviour against ***Our*** staff, contractors or property
- The use of foul or abusive language
- Nuisance or disruptive behaviour

We will contact ***You*** at ***Your*** last known address and where possible, seek an opportunity to resolve the matter with ***You***. Where a solution cannot be agreed between us, ***We*** may cancel the ***Policy*** by giving ***You*** 14 days notice.

This will not affect ***Your*** right to make a claim for any event that happened before the cancellation date. If ***We*** cancel the ***Policy We*** will refund premiums already paid for the remainder of the current ***Period of Insurance***, provided no claim has been made during the current ***Period of Insurance***.

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

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

7. Effect of condition on right to benefit

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

8. Ownership

Your Park Home/***Contents***/***Personal Possessions*** must be owned by ***You*** or ***You*** are buying it under a hire purchase agreement or ***You*** are legally responsible for it.

9. Total loss claims

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

10. Financial sanctions

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

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

11. Physical security

The agreed security measures recorded on ***Your Schedule*** must be brought into operation when the ***Park Home*** is left without any occupants. The security devices must be used when ***Your Family*** goes to bed at night although security devices on windows in rooms, which are occupied, do not need to be brought into operation. If the required security has not been fitted or put into operation ***We*** will exclude theft or vandalism cover.

Keys can be left overnight in locks of doors and windows, which would be needed for escape in the event of a fire. In this way locked doors and windows should not delay escape or access in the event of a fire.

12. Use of the park home

Cover under all sections will only apply while ***Your Park Home***:

- Is located on the park specified in the ***Schedule*** and is being occupied by ***You*** or ***Your Family*** as a private dwelling
- Is in transit anywhere within the ***Territorial Limits***
- Is in the custody or control of the manufacturer, supplier, repairer, engineer or haulier in connection with their business

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

1. Asbestos
Any ***Damage***, liability, cost or expense of any kind caused directly or indirectly:

a) Of whatsoever nature directly or indirectly caused or contributed to or occurring by:
   i. The presence of ***Asbestos, Asbestos Dust*** or ***Asbestos Containing Materials***
   ii. The release of ***Asbestos Dust***
   iii. The exposure of persons buildings or property to ***Asbestos, Asbestos Dust*** or ***Asbestos Containing Materials***
b) The diminution of the value of the ***Park Home***

2. 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

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

4. Existing and deliberate damage
Any ***Damage***, liability, cost or expense of any kind occurring, or arising from an event occurring, before the ***Period of Insurance*** starts or caused deliberately by ***Your Family***.

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

6. Hired or sub-let park home
Damage when ***Your Park Home*** is lent, let or sub-let or hired to anyone.

7. Mechanical faults

Any ***Damage*** caused by mechanical, electrical or electronic fault or breakdown but subsequent ***Damage*** is covered.

8. Pollution or contamination

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

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

and which was not the result of an intentional act, and which occurs during any ***Period of Insurance***.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

9. 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

10. Rot

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

11. Sonic bangs

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

12. Terrorism

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

13. War risks

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

14. Wear and tear

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

24 hour claims helpline: 01422 501 085

24 hour emergency assistance: 01422 501 086

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

Call ***Our*** claims helpline on 01422 501 085. Please have ***Your Policy*** number handy when ***You*** call. While most claims can be agreed over the 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' and 'Policy exclusions' on pages 43-48.

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' under pages 54-57.

What you must do

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

If someone is holding any of ***Your Family*** responsible for an injury or any damage, no one in ***Your Family*** must

admit responsibility. Give ***Us*** full details in writing as soon as ***You*** can and any claim form, application notice, legal document or other correspondence sent to ***Your Family*** must be sent to ***Us*** straight away without being answered.

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

You should do all ***We*** reasonably ask ***You*** to do to get back any lost or stolen property.

Do not throw away any damaged items before ***We*** have had a chance to see them, or carry out any non-emergency repairs before ***We*** have had a chance to inspect them.

Rights and responsibilities

We may need to get into ***Your Park 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 at ***Our*** expense to:

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

You must provide ***Us*** with any information and assistance ***We*** may require about any claim. ***You*** must help ***Us*** to take legal action against anyone or help ***Us*** defend any legal action if ***We*** ask ***You*** to.

When **You** call ***Us We*** will advise ***You*** of ***Our*** requirements, which will be either:

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

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

Claim notification

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

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

Claims conditions require ***You*** to provide ***Us*** with any assistance and evidence that ***We*** require concerning the cause and value of any claim. Ideally, as part of the initial notification, ***You*** will provide:

- ***Your*** name, address, and ***Your*** home and mobile phone numbers
- Personal details necessary to confirm ***Your*** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

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

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of ***Your*** property
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item ***You*** are claiming for is beyond repair

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

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

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

Preferred suppliers

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

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

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

We may need to gain access to ***Your Park Home*** to assess any ***Damage***. It is ***Your*** responsibility to ensure ***We*** can access ***Your Park 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 396 812 or by email to claims@leisuredays.co.uk

Who you need to know

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

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

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

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

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

If ***You*** wish to claim under ***Your Policy*** please follow the steps detailed in 'How to make a claim' section (pages 49-53). ***You*** should also read the 'Policy conditions' and 'Policy exclusions' on pages 43-48.

Park homes

1. ***We*** will pay for the cost of work carried out in repairing or replacing the damaged parts of ***Your Park 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
   - 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 Park 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

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

2. If ***Your Park 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 replacing ***Your Park Home*** as new, in the same 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 Park Home*** and ***We*** will, where appropriate, take off an amount for wear and tear.

3. The most ***We*** will pay for any one claim, including fees and related costs, is the amount it will cost ***Us*** to repair the ***Damage*** to ***Your Park 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*** and ***Policy***.

   We will not pay for:
   - Loss of value resulting from repairs to, or replacement of ***Damage*** to ***Your Park Home***

- Replacing or changing undamaged parts of ***Your Park 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

4. Where an ***Excess*** applies, this will be taken off the amount of ***Your*** claim.

Contents and personal possessions

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 one area, when the loss or ***Damage*** relates to a specific part or part of an item or to a clearly defined area.

3. The most ***We*** will pay for any one claim is the amount it will cost ***Us*** to replace all ***Your Contents*** and ***Personal Possessions*** as new but not more than the sum insured or any limits shown on ***Your Schedule*** and ***Policy*** and no more than the single item limit shown on ***Your Schedule***.

4. If ***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.

5. Where an ***Excess*** applies, this will be taken off the

amount of ***Your*** claim.

Pedal cycles

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. Where an ***Excess*** applies, this will be taken off the amount of ***Your*** claim.

3. The most ***We*** will pay for any one claim for each ***Pedal Cycle*** is either the limit per cycle or the sum insured shown on ***Your Schedule*** subject to any ***Policy*** limits.

Money

1. Where an ***Excess*** applies, this will be taken off the amount of ***Your*** claim.

2. The most ***We*** will pay for any one claim for ***Money*** and credit cards is the limit shown on ***Your Schedule***.

Park 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 lawns.

2. Where an ***Excess*** applies, this will be taken off the amount of ***Your*** claim.

3. The most ***We*** will pay for any one claim is the limit shown on ***Your Schedule***.

Park home emergency assistance

Phone the 24 hour park home emergency assistance helpline 01422 501 086, which has been arranged for ***Our*** policyholders' convenience.

Payment for repairs will be made directly to ***Our*** contractor.

Preferred suppliers

If ***We*** agree, at ***Your*** request, not to repair or replace an item, at ***Our*** option ***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.

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 Intact Insurance UK Limited. ***You*** are giving ***Your*** information to Intact Insurance UK Limited, which is part of the Intact Financial Corporation. In this information statement, ***'We'***, ***'Us'*** and ***'Our'*** refers to Intact Financial Corporation 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*** we may transfer rights and obligations under this agreement

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

From time to time ***We*** may change the way ***We*** use ***Your*** information. Where ***We*** believe ***You*** may not reasonably expect such a change ***We*** shall write to ***You***. If ***You*** do not object, ***You*** will consent to that change. ***We*** will not keep ***Your*** information for longer than is necessary.

Sensitive information

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

Fraud prevention agencies

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

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

- Checking details on applications for credit and credit related or other facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

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

Claims history

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

How to contact us

On payment of a small fee, ***You*** are entitled to receive a copy of the information ***We*** hold about ***You***. If ***You*** have any questions, or ***You*** would like to find out more about this notice ***You*** can write to: Data Protection Officer, Intact Insurance, The Capital Building, 39 Old Hall Street, Liverpool, L3 9PP. You may also email ***Us*** at: privacy@intactinsurance.co.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: ico.org.uk.

Park 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 0344 770 1040 and quote "**Leisuredays Park Home & Holiday Home Legal Expenses**".

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

Legal Assistance Portal

As well as ***Your*** Legal Expenses cover, ***You*** can use ***Our*** online Legal Assistance Portal. This will give You:

- Online legal document templates that can provide ***You*** with a wide range of legal documents including those that can help ***You*** with legal problems ***You*** have under ***Your*** cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to ***Our*** 'Advice Tree' - ***Our*** legal encyclopaedia with guidance pages on areas of law under ***Your*** cover such as employment disputes or injury claims
- Legal Assistance Helpline Booking Service so that ***You*** can arrange for one of ***Our*** legal advisers to call ***You***
- Access to ***Our*** Online Claim System if ***You*** have spoken to a legal adviser and need to start a claim under ***Your*** cover
- Access to Online Chat if ***You*** need to speak to one of ***Our*** First Response agents for help or advice using any of ***Our*** services

You can find this service by visiting legalassistanceportal.arclegal.co.uk where ***You*** can register ***Your*** details and use this service.

Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by the ***Insurer***, 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 Event*** takes place in the ***Period of Insurance*** 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 43-46) and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of success

There must be a 51% or greater 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 a 51% or greater 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.

Giving the Insurer all the important information

If ***You*** are a private individual the following applies to ***You***:

When the ***Insurer*** accepts ***Your*** application for this insurance, it relies on the information ***You*** give. ***You*** must take reasonable care to give full answers to the questions asked when ***You*** take out, or make changes to, ***Your*** policy. If the information ***You*** give is not full or is untrue ***Your*** cover may be affected and the ***Insurer*** might:

- cancel ***Your*** policy and refuse to pay any claim or
- not pay the full amount of the claim.

We will write to ***You*** if the ***Insurer***:

- is going to cancel ***Your*** policy; or
- needs to change the terms of ***Your*** policy; or
- needs ***You*** to pay more for ***Your*** insurance.

If ***You*** realise that information ***You*** have given is incomplete or untrue, ***You*** must inform ***Us***.

If ***You*** are part of a partnership, a sole trader. a limited company or other legal entity the following applies to ***You***:

Your Duty of Disclosure

Under the Insurance Act 2015 ***You*** have a duty to make

fair presentation of the risk to the ***Insurer*** before this policy starts, each time it renews and when ***You*** make any changes to the cover.
This means ***You*** must:

a) tell ***Us*** about all the 'material facts' that You know about (or ought to know about).
b) tell ***Us*** in a reasonably clear and accessible way.
c) make sure that everything ***You*** state as fact is mainly correct and made in good faith.

What is a Material Fact?

A material fact is information that will influence the Insurers' decision whether or not to insure ***You*** and, if it does, the terms that will apply.

For the purposes of the duty of fair presentation, ***You*** are expected to know the following;

a) If ***You*** are an individual (such as a sole trader or individual partner):
   - what is known to ***You*** and anybody who is responsible for arranging this insurance, or

b) if ***You*** are not an individual (such as a limited company or partnership):
   - what is known to anybody who is part of ***Your*** organisation's senior management (this means those people who play significant roles in the making of decisions about how ***Your*** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
   - what should reasonably be revealed by a reasonable search of the information available to ***You***. The information may be held within ***Your*** organisation (for example by, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.
   - if the insurance is intended to insure subsidiaries, affiliates, or other parties, ***You*** are expected to have included them in ***Your*** enquiries and inform ***Us*** if ***You*** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Whether ***You*** are an individual or not,

- what should reasonably be revealed by a reasonable search of the information available to ***You***.

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

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.

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***.

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.

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.

Costs
Standard Advisers' Costs and ***Adverse Costs***.

Data Protection Legislation
The relevant ***Data Protection Legislation*** in force within the ***Territorial Limits*** where this cover applies at the time of the ***Insured Event***.

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

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

Insured Property
The property insured under the underlying holiday home policy to which this insurance attaches.

Insurer
AmTrust Specialty Limited.

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

Period of Insurance
This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

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

Territorial Limits
The United Kingdom, 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	What is not 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 Event*** 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.	**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 ***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***	**2. Consumer defence** Claims: a) Where the breach of contract occurred before ***You*** purchased this insurance

What is covered	What is not covered
Property where the ***Insured Event*** 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.	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 ***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.	**3. Personal injury** Claims: a) Arising from medical or clinical treatment, advice, assistance or care b) For stress, psychological or emotional injury c) For illness, personal injury or death caused gradually and not caused by a specific sudden event

What is covered	What is not 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.	**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 ***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.	**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	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 ***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.	**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	What is not covered
	situated caused by swelling of the ground iii) Land slip, meaning downward movement of sloping ground iv) Mining or quarrying
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.	

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.

5. Sanction Limitation and Exclusion Clause

The ***Insurer*** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this section of ***Your*** insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade

or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Cyber Attack Exclusion

The ***Insurer*** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for ***Costs*** is specifically allowed for in the Sections of Cover above.

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 51% or greater 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. Proportionality

We will only pay ***Advisers' Costs*** that are proportionate to the amount of damages that ***You*** are claiming in the ***Legal Action***. ***Advisers' Costs*** in excess of the amount of damages that ***You*** are able to claim from ***Your*** opponent will not be covered.

4. 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.

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.

The Insurer's right to cancel

The ***Insurer*** 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***. ***You*** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that ***You*** have

not made, and do not intend to make, a claim.

The ***Insurer*** 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 is it 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. 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.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, ***'We'*** means Arc Legal Assistance and the ***Insurer***)

Data Protection

We will keep ***Your*** personal information safe and private. There are laws that protect ***Your*** privacy and ***We*** follow them carefully. Under the laws, ***We*** are the company responsible for handling ***Your*** information (Data Controller). Here is a simple explanation of how ***We*** use ***Your*** personal information. For more information visit AmTrust's website at amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information ***We*** have about ***You*** for different reasons.

For example, ***We*** might need it:

- to run through ***Our*** computerised system to decide if ***We*** can offer ***You*** this insurance.
- to help ***You*** if ***You*** have any queries or want to make a claim.
- to give ***You*** information, products or services if ***You*** ask ***Us*** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact ***You*** to ask if ***You*** want to renew it.
- to protect both ***You*** and ***Us*** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about your health or any criminal convictions ***You*** might have. ***We*** might need this kind of information to decide if ***We*** can offer ***You*** this insurance or to help ***You*** with a claim. ***We*** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share ***Your*** information with other companies or people who provide a service to ***Us***, or to ***You*** on ***Our*** behalf. They include companies that are part of ***Our*** group, people ***We*** work with, insurance brokers, ***Our*** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else ***We*** might need to share it with by law. ***We*** will only share ***Your*** information with them if ***We*** need to and if it is allowed by law.

Sometimes ***We*** might need to send ***Your*** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). ***We*** currently send it to the USA and Israel. ***We*** make sure that ***Your*** information is always kept safely and treated in line with the law and this notice.

You can tell ***Us*** if ***You*** do not want us to use ***Your*** information for marketing. ***You*** can also ask ***Us*** to give ***You*** the information ***We*** have about ***You*** and, if there are any mistakes or updates, ***You*** can ask ***Us*** to correct them. ***You*** can also ask ***Us*** to delete your information (although there are somethings we cannot delete). ***You*** can also ask us to give your information to someone else involved in ***Your*** insurance. If ***You*** think ***We*** did something wrong with ***Your*** information, ***You*** can complain to the local data protection authority.

We will not keep ***Your*** information longer than ***We*** need to. ***We*** will usually keep it for 10 years after ***Your*** insurance ends unless ***We*** have to keep it longer for other business or regulatory reasons.

If ***You*** have any questions about how ***We*** use ***Your*** information, ***You*** can contact Our Data Protection Officer.

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

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

Website: www.financial-ombudsman.org.uk

Compensation

The ***Insurer*** is covered by the Financial Services Compensation Scheme (FSCS). If the ***Insurer*** fails to carry out their 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, 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 or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA. Registered Number: 1229676. AmTrust Specialty 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.

Large print copy available on request

Call 01422 396 888 or visit leisuredays.co.uk/paperpolicy

Leisuredays
64 New Road, Halifax,
West Yorkshire, HX1 2JZ

Phone: 01422 396 888 Fax: 01422 396 800
Email: info@leisuredays.co.uk Website: www.leisuredays.co.uk

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