

# POLICY WORDING

Please read carefully and retain



## Property Insurance for Static Homes in the United Kingdom

# Welcome to Intasure Property Insurance

Designed specifically for Static Homes in the United Kingdom



Please read this policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please contact Intasure through whom this policy was arranged as soon as possible.

## Introduction

This policy is underwritten by the insurers and arranged through Intasure in accordance with the authority granted under the Agreement Number(s) stated in the schedule of insurance.

This insurance relates ONLY to those sections which are shown in the schedule of insurance as being included.

You must take all reasonable steps to prevent loss or damage and keep your unit in a good state of repair.

This policy document should be read together with your schedule of insurance and any endorsements. Please keep this policy in a safe place - you may need to refer to it if you have to make a claim.

Your premium has been based upon the information shown in the schedule of insurance and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Various words and phrases have a standard meaning within this contract of insurance and such meanings are defined in the section headed Definitions.

The headings are for ease of reference only and are not to be construed as part of the policy wording.

We will, in consideration of the of the payment of the premium, insure you, subject to the terms and conditions of this policy, against the events set out herein during the period of insurance or any subsequent period for which we agree to accept payment of premium.

## Regulatory Information

The insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority.



For and on behalf of Intasure®

## Intasure

Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS

**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: +44 (0)345 111 0672 (24 hours)**

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## Customer Service

**Our** objective is to give an excellent service to all **our** customers and to deal with any claim helpfully, promptly and fairly. **You** can help **us** to achieve this objective by:

- reading this policy wording together with **your schedule of insurance** without delay and
- contacting **us** immediately if **you** have any questions and
- keeping **your** documents in a safe place and
- letting **us** know if **you** change address or replace **your Unit** and
- telling **us** if the **sums insured** are not up to date as they represent the maximum **insurers** will pay.

### Information You Have Given Us

In deciding to accept this insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information we will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the **premium** paid. **we** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of your insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
- charge **you** more for your insurance or reduce the amount **we** pay on a claim in the proportion the **premium you** have paid bears to the **premium we** would have charged **you**; or
- cancel **your** insurance in accordance with the "Cancelling this insurance" section below.

**We** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

If **you** fail to notify us that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

### Notifying Us Of Any Changes

**You** must take all reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, or renew **your** policy.

Please tell **us** within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance.

Please contact **us** if **you** require a copy of **your** Statement of Fact or **your schedule of insurance**.

**You** must also tell **us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the **Unit**. **You** do not need to tell **us** about internal alterations to the **Unit**.
- if someone other than **your family** is going to live in the **Unit**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule of insurance**.
- of any change to the use of the **Unit**, e.g. if the **Unit** is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the **Unit** e.g. if the **Unit** is to stop being **your permanent residence** or is to be **Unoccupied** for any continuous period exceeding 180 days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy, e.g. whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised **premium** being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

### Important Notice:

Please note that if the information provided by **you** is not complete and accurate **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the **premium** and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

### Cancelling This Insurance and Cooling-Off Period

#### (a) Your right to cancel through the cooling off period:

**You** have a right to cancel **your** policy during a period of 30 days from the day of the purchase of the contract or the day

## Customer Service

on which **you** receive **your** policy documentation, whichever is the later. There may be a cancellation charge should the policy have been in force.

A full refund of any **premium** paid will be made where **you** cancel this policy during the cooling off period, subject to no claims being made.

(b) **Your right to cancel after the cooling off period:**

**You** are entitled to cancel this policy after the cooling off period by notifying **us**.

Any return **premium** due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force, subject to no claims being made. If the **premium** is paid in full this excludes administration fee, and there is no refund on DD payments already made. In the event of a claim, no refunds are available.

(c) **Our right to cancel:**

**We** are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the **premium**; or
- (ii) a change in risk which means we can no longer provide **you** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation we request, such as details of a claim or circumstance;

by giving **you** thirty days' notice **in writing**. Any return of **premium** due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force, provided that there have been no claims either paid, reported or outstanding.

### Law and Jurisdiction Applicable to this Contract

**Your** policy will be governed by and construed in accordance with English Law, and subject to the exclusive jurisdiction of the Courts of England. The language of the policy and all communications with **you** will be in English.

### How to Make a Claim

**You** must comply with the following conditions. If **you** fail to do so, we may not pay **your** claim, or any payment could be reduced.

1. **You** must notify Intasurè as soon as possible giving full details of what has happened.
2. **You** must provide Intasurè with any other information **we** may require.
3. **You** must forward to Intasurè as soon as possible, but no later than fourteen (14) days, if a claim for liability is made

against **you**, any letter, claim, writ, summons or other legal document you receive.

4. **You** must inform the Police as soon as possible following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **You** must not admit liability or offer or agree to settle any claim without our written permission.  
**You** must take all reasonable care to limit any loss, damage or injury.
6. **You** must retain ownership of your property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless we agree with you **in writing** in advance to do so.

Details of how **we** will deal with **your** claim can be found at the end of each section of cover.

### Defence of claims

**We** may, at our discretion:

- \* take full responsibility for conducting, defending or settling any claim in your name; and
- \* take any action we consider necessary to enforce your rights or our rights under this insurance.

### Fraudulent claims

1. If **you** make a fraudulent claim under this insurance, **we**:
  - (a) are not liable to pay the claim; and
  - (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
  - (c) may by notice to **you** treat this insurance as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under clause 1. (c) above:
  - (a) **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this insurance (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - (b) **We** need not return any of the **Premium** paid.

### Complaints Procedure

**We** do recognise that on occasion things can go wrong and, if **you** are unhappy with **our** service, please let **us** know. The Complaints Procedure along with all appropriate contact details are set out below.

If at any time **you** have a complaint about the insurance or services that **we** provide for **you**, then **you** should contact:

## Customer Service

The Managing Director  
Intasure  
Oakhurst House  
77 Mount Ephraim  
Tunbridge Wells  
Kent  
TN4 8BS  
United Kingdom  
Tel: +44 (0)345 111 0670

**We** take all complaints we receive seriously and will handle any complaint promptly and fairly. If **you** make a complaint, **we** will acknowledge it promptly, explain how **we** will handle **your** complaint, tell **you** what **you** need to do, and how **your** complaint is progressing.

Full details of **our** complaints procedure are available on request.

**We** will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

In the event that **you** remain dissatisfied with **our** response then **you** may refer the matter to the Complaints team at Pen underwriting:

Pen Complaints Officer  
Spectrum building  
55 Blythswood Street  
Glasgow  
G2 7AT

Tel: 0141 285 3539

Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Details of Pen Underwritings complaints procedures are available at: <http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **we** are unable to resolve the complaint to **your** satisfaction then **you** may refer it to the Financial Ombudsman Service provided that it falls within their jurisdiction. The Financial Ombudsman Service can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at the address shown below.

The Financial Ombudsman Service's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

If **you** are not happy with the outcome of **your** complaint **you** may be eligible to refer your complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 (if calling from landline) or  
0300 123 9 123 (if calling from a mobile)

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

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

### Compensation

#### Financial Services Compensation Scheme (FSCS)

**Insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **insurers** cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information about compensation scheme arrangements is available from the FSCS on their website at [www.fscs.org.uk/](http://www.fscs.org.uk/) or by telephone on 020 7892 7300.

#### Short Form Privacy Notice

Intasure is the trading name of Arthur J. Gallagher Insurance Brokers Limited. **We** are the data controller of any personal information **you** provide to **us** or personal information that has been provided to **us** by a **third party**. **We** collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties such as **insurers**, reinsurers, other brokers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **us** monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** privacy notice at [www.intasure.com](http://www.intasure.com). If **you** are providing personal data of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice.

Details of **your Insurers** Privacy Notice is available at <https://www.penunderwriting.co.uk/Privacy-Policy>

#### Sanctions

**We** will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.



## Definitions

The definitions of certain words, shown below in alphabetical order, have specific meanings whenever they appear in bold in this policy.

### Average

If the sum(s) insured immediately prior to the **incident** does not represent the full cost of replacement **insurers** will only pay the same proportion of the loss or damage as the sum insured bears to the full cost of replacement.

### Contents

Household goods, personal possessions and clothing in the **Unit** which belongs to **you**, or **your family**, or for which **you** are legally responsible.

**Contents** do not include: articles of gold, silver or other precious metal, jewellery, furs, watches, cameras and other photographic equipment, binoculars, spectacles, contact or corneal lenses, motor vehicles, motor cycles, trailers, watercraft and or outboard engines, or any accessories to these items, watersports clothing and equipment, fishing tackle, golfing equipment, bicycles, pets and livestock, landlords' fixtures and fittings, securities, certificates, **money**, stamps, credit cards, cheques and documents of any kind.

### Excess

The **excess** is the first amount of any one claim (for each separate **incident**) that **you** pay. **your excess** is set out in **your schedule of insurance**.

### Family

**Your** spouse or partner and children, including foster children who permanently reside with **you**.

### Floation Device

A device designed to keep **your Unit** afloat and unharmed, above flood waters.

### Heave

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

### In Writing

Any reference to **in writing** in the policy wording includes any written information provided to **you**. This can include any of the following:

- **Schedule of Insurance**
- Statement of Fact
- Endorsements
- Any other policy documentation
- Individual "stand-alone" letters.

### Incident

A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss, damage, liability or injury.

### Insurers

The Underwriters who are **your insurers** as set out in the **schedule of insurance**.

### Landslip

Downward movement of sloping ground.

### Market Value

The cost at the date the **incident** occurred, of a used replacement of the lost or damaged item of the same age and condition after taking into account wear, tear and depreciation.

In the case of **your Unit**, the cost will also include debris removal, delivery charges, charges made by the **site** owner and re-siting costs.

The maximum amount **insurers** will pay is limited to the sum insured shown in the **schedule of insurance**.

### Money

**Money** of any kind, including cash, bankers drafts, cheques, credit/debit or charge cards or any other type of financial instrument.

### New for Old

The cost of a new replacement of the lost or damaged item, or the nearest equivalent. In the case of **your Unit**, the cost will also include debris removal, delivery charges, charges made by the **site** owner and re-siting costs.

The maximum amount **insurers** will pay is limited to the sum insured shown in **your schedule of insurance**. All cash settlements will be on a **market value** basis only.

### Period of Insurance

The length of time, shown on **your schedule of insurance**, during which cover applies.

### Permanent Residence

A home where **you** live permanently without any restrictions that prohibit **you** from sleeping there overnight at any time during the year. If the **Unit** is on a holiday park that closes and **you** are not allowed to stay there during the closed season, then the **Unit** does not fall under the definition of a **permanent residence**.

### Premium

The payment **you** make in return for **insurers** giving **you** insurance.

### Schedule of Insurance

The document providing evidence of **your** contract of insurance with the **insurers** and identifying the details on which **insurers** have based the terms and conditions of this insurance as well as the Sections and amount of cover **you** have bought.

### Settlement

Downward movement as a result of soil being compressed by the weight of the **Unit** within ten years of construction.

### Site

The park or location where **your Unit** is located as shown in **your schedule of insurance**.



## Definitions

### Sports Equipment

Fishing rods, wet suits, surf boards, golf clubs and inflatable dinghies up to 14 feet or 427 cm in length kept at **your Unit** which belongs to **you**, or **your family**, or for which **you** are legally responsible.

### Subsidence

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

### Sums Insured

The most **Insurers** will pay for losses or damage to **your Unit**, **Contents** or **Sports Equipment** are the **sums insured** shown in **your Schedule**.

### Third Party

Any person other than **you**, a member of **your family** or an employee of **you** or **your family**.

### Unit

Caravan, Chalet or Lodge including:

- Standard fixtures, fittings and equipment supplied by the manufacturer/builder when new,
- **Floatation device**
- Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,
- Ancillary domestic outbuildings, fixed storage chests, steps, balconies, patios, skirting and associated fences and gates,
- Solar panels permanently attached to the main private dwelling

which **you** own or for which **you** are legally responsible within the premises named in the **schedule of insurance**.

### United Kingdom

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

### We/Us/Our

The **Insurer** stated in the **schedule** and Intasure as administrators of the policy.

### You/Your

The name of the person appearing in the **schedule of insurance** as the insured.

## Section 1 - Standard Cover

Please read Your Schedule of Insurance together with this policy.

### What is covered

Loss or damage to **your Unit** (including the resulting cost of debris removal and re-siting of a replacement **Unit**), **contents** and **sports equipment** during the **period of insurance** caused by the following perils:

### What is not covered

Any **excess** applicable, as set out in your **schedule of insurance**.

Depreciation, deterioration, manufacturing defects, general wear and tear, damage by pets, moth, vermin, rot, frost, water leakage or any gradually operating process such as rust or damp.

Mechanical, electronic or electrical breakdown, failure or damage.

Any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument.

Any claim arising out of the cessation of any business for any reason including liquidation, insolvency or bankruptcy.

For the sake of clarity, **insurers** will also not pay for the cost of replacing any undamaged panel where the loss or damage occurs to another panel or to a clearly identifiable area or to a specific part of **your Unit** and replacements cannot be matched.

Loss or damage to **sports equipment** that:

- was suffered whilst they were in use at the time of the **incident**
- exceed £250 for any single article

Any loss or damage to inflatable dinghies that are more than 14 feet or 427 cm in length.

Additional exclusions specifically for **your contents**.

Any single item valued at more than £1,000 unless specifically identified on **your schedule of insurance**.

1. Fire, smoke, explosion, lightning, thunderbolt, earthquake, riot, civil commotion, strikes, labour disturbances, aircraft and other aerial devices or anything dropped or falling from them.

The first £1,000 of any claim caused by earthquake.

2. Storm or Flood.

Loss or damage by frost.

Loss or damage arising from seepage of water into **your Unit** through seams or seals unless as a result of rising flood water.

Loss or damage by weight of snow.

The first £500 of any claim for damage to Solar Panels

Loss or damage suffered if a storm causes **your Unit** to fall over or become dislodged unless it is securely:

a) storm anchored at all four corners of the chassis or

## Section 1 - Standard Cover

Please read Your Schedule of Insurance together with this policy. Unit, Contents and Sports Equipment.

### What is covered

### What is not covered

	<p>b) attached to a <b>floatation device</b> approved by <b>us</b> and fitted in accordance with the manufacturer's instructions so that it can float freely above the water in the event of flood.</p> <p>Loss or damage to fences and gates unless <b>your Unit</b> is damaged at the same time from the same cause.</p> <p>Property left in the open unless it is garden furniture and <b>you</b> have been in <b>your Unit</b> within 48 hours of the <b>incident</b> or <b>we</b> have previously agreed <b>in writing</b>.</p>
<p>3. Theft or attempted theft.</p>	<p>Loss or damage by any person lawfully in <b>your Unit</b>.</p> <p>Loss or damage if <b>your Unit</b> is unattended and unlocked.</p> <p>Loss or damage by the hirer or tenant.</p> <p>Loss or damage while <b>your Unit</b> or any part is lent, let, or used for trade or business purposes, unless a person has used violent force to enter or leave <b>your Unit</b>.</p> <p>Property left in the open apart from inflatable dinghies up to 14 feet or 427 cm in length or garden furniture where such items are padlocked to an immovable object.</p>
<p>4. Escape of water or oil from any fixed domestic water or heating installation. or Water freezing in any fixed domestic water or heating installation.</p>	<p>Loss or damage if <b>your Unit</b> is not lived in by <b>you</b> or any other person authorised by <b>you</b>, for more than 2 consecutive days during the period from 1st October to the 31st March unless:</p> <ul style="list-style-type: none"> <li>the water has been turned off at the mains 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 manufacturers' specifications, or</li> <li>a full central heating system has been set to operate daily and overnight at a minimum temperature of 10°C to avoid frost damage.</li> </ul> <p>Loss or damage to the installation itself unless the damage is caused by water freezing.</p>
<p>5. Impact or damage by any vehicle or animal.</p>	<p>Any loss arising from damage caused by pets, moth or vermin.</p>

## Section 1 - Standard Cover

Please read Your Schedule of Insurance together with this policy.  
Static Home, Contents and Sports Equipment.

### What is covered

6. Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts.

7. Malicious acts or vandalism.

8. Falling trees, telegraph poles or lamp posts or any parts of them.

9. **Subsidence, heave or landslip** of the land or pitch on which **your Unit** stands and for which **you** are legally responsible.

For **your contents**, **you** do not have to show **you** are legally responsible for the land or pitch on which **your Unit** stands.

### What is not covered

Loss or damage arising from erection, dismantling, repair or maintenance.

The first £500 of any claim for damage to Solar Panels

Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts is not covered under **your contents** sum insured.

Loss or damage by any person lawfully in **your Unit**.

The cost of removing them other than from the immediate vicinity of the damaged **Unit** and disposing of them.

Loss or damage to fences and gates unless **your Unit** is damaged at the same time.

Loss or damage arising from felling, lopping or topping of trees.

Loss or damage caused by:

- the normal **settlement** or bedding down of new **Units**
- the **settlement** or movement of made-up ground;
- normal **settlement**, shrinkage or expansion;
- demolition, structural alteration or repair;
- defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations;
- the coast or a riverbank being worn away or any other form of erosion, **settlement** or shrinkage.

Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls or **your Unit** are destroyed or damaged at the same time and from the same cause.

Loss or damage to swimming pools, tennis courts, central heating oil or gas tanks, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless **your Unit** is damaged at the same time and from the same cause.

Loss or damage to the **Unit** if it is covered by an NHBC Certificate of insurance.

## Section 1 - Standard Cover

Please read *Your Schedule of Insurance together with this policy. Static Home, Contents and Sports Equipment.*

### What is covered

**10.** Accidental damage to underground service pipes and cables for which **you** are responsible.

#### Enhanced Cover

(only included if **you** have chosen to buy this extension and have paid a **premium** for it).

**Insurers** agree to pay claims for accidental damage to **your Unit** and **contents**.

**11.** Loss of keys

In the event that the keys for **your Unit** are stolen or are accidentally lost, **insurers** will pay **you** the cost of replacing locks, including keys of the same quality, to:

- any external doors and windows; Or
- intruder alarms and safes installed in **your Unit**.

The most **insurers** will pay **you** for any one claim is set out in **your schedule of insurance**.

### What is not covered

- any claim made under both the Basic and Enhanced cover for the same **incident**;
- any claim under the Enhanced cover for loss or damage occurring when the **Unit** or any part of it is lent, let or sub-let;
- the costs of routine maintenance or normal costs of decoration;
- loss or damage to mobile phones, portable satellite navigation device, laptop computers, video cameras and camcorders, contact or corneal lenses, hearing aids, musical instruments, **sports equipment** as defined and other equipment used for sport or vehicles, pedal cycles, wheelchairs, **money** and credit cards, deeds, securities and documents, guns or firearms, living creatures or clothes;
- loss or damage to property more specifically insured either elsewhere in this policy or on any other policy of insurance.

Loss by theft not reported to the Police.

Claims are limited to £250 in respect of any one occasion.

**Please also see the General Exclusions, which are in addition to the exclusions in Section 1.**

## Basis of Settlement for Section 1

**You** should ensure that the basis of **your** cover is appropriate for **your** needs and that **your sums insured** are adequate as **insurers** will not pay more than **your sums insured**. In deciding on the appropriate sum insured for **your Unit you** should take account of additional costs such as debris removal, delivery charges, charges made by the **site** owner and re-siting costs. The **site** owner may be able to provide some assistance by letting **you** know what these costs could be.

Initially, **insurers** will consider claims for household linen and clothing on a **market value** basis and all other claims on the basis of cover shown in **your schedule of insurance**. Any settlement is on condition that **your sums insured** are adequate and **you** actually incur the cost of repair or replacement.

If **your Unit** was for sale at the time of the **incident**, **insurers** will consider **your** claim on a **market value** basis.

If **your sums insured** are too low **insurers** will offer settlement on a different basis, in accordance with the following table:

Basis of settlement initially considered by <b>insurers</b>	Basis of settlement <b>insurers</b> will offer if <b>your</b> sum insured is too low
<b>New for Old</b>	<b>Market Value</b>
<b>Market Value</b>	<b>Insurers</b> will apply <b>Average</b>

All cash settlements are offered entirely at **insurers'** discretion and will be made on a **market value** basis.

### Obsolete Parts

In respect of parts required for repair that are no longer manufactured **insurers'** liability is limited to the manufacturer's last list price for those items.

### Automatic Reinstatement of sum insured

The sum(s) insured by this Section shall not be reduced by the amount of any claim providing **you** agree to carry out any recommendations put forward by **us** to prevent further loss.

### How we deal with your claim - Unit

1. **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your Unit** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:
  - The cost of the work had it been completed by **our** nominated contractor; or
  - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in **market value** of **your Unit** 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.
2. Where an **excess** applies, this will be taken off the amount of **your** claim.
  3. If **your Unit** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your Unit** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your Unit** and **we** will, where appropriate, take off an amount for wear and tear.
  4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your Unit** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your schedule**.
  5. **We** will not pay the cost of replacing or repairing any undamaged parts of the **Unit** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

All **Unit** repairs carried out by **our** preferred suppliers and insured under the Standard Cover section of this policy are guaranteed for 12 months in respect of quality of workmanship.

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

## How we deal with your claim - Contents

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under the Standard Cover Section.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. 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;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. 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.

The above basis of settlement will not apply to:

- Clothes;
- Camping equipment;
- Household linen;

where **we** will take an amount off for wear and tear.

5. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

## Section 2 - Loss of Use

### What is covered

If **your Unit** becomes uninhabitable, following loss or damage by an insured peril covered under Section 1 of this Policy, **insurers** will contribute towards the reasonable costs of:

1. alternative accommodation whilst the **Unit** cannot be occupied.
2. pitch fees **you** are liable to pay for the period the **Unit** cannot be occupied.

### Limit under Section 2

The most **insurers** will pay **you** for any one claim is 10% of the total sum insured on **your Unit** stated in the **schedule of insurance**.

### What is not covered

**Insurers** will not pay any for any costs incurred without their prior written agreement.

**Please also see the General Exclusions, which are in addition to the exclusions in Section 2.**



## Section 3 - Liability to the Public

Your Schedule tells You if this Section is in force.

### What is covered

1. The legal liability of **you** and **your family** or **your** legal representative for causing:
  - i) accidental death, bodily injury or illness to a **third party** or
  - ii) accidental damage to a **third party's** property;

happening during the **period of insurance** and arising from the ownership or use of **your Unit**.

**Insurers** will pay:

  - a) Damages or compensation to a **third party** for the injury or damage caused.
  - b) A **third party's** legal costs incurred in claiming compensation from **you** as agreed by **us** or awarded by a court or tribunal.
  - c) **Your** legal costs for defending the claim as agreed by **us** or awarded by a court or tribunal if incurred with **our** prior written consent.

**You** may request that cover under this Section be extended to any name person using the **Unit** with **your** permission. If **we** agree **in writing** to this request, cover will be extended and the named person must observe, fulfil and be subject to the terms of this Policy in so far as they can apply.

2. Unrecovered damages

**Insurers** will pay **you** all sums which **you** have been awarded in Courts of **United Kingdom** jurisdiction and which have not been paid to **you** within 3 months of the date of the award, if:

- the cover provided under this Section would have insured **You** if the award had been made against **you** rather than in **your** favour;
- and
- **You** do not have an appeal pending.

### What is not covered

Liability arising from the **Unit** being used for any trade or business purpose.

Damage to property owned by or in the custody of **you** or **your family**, an employee of **you** or **your family**, or any person to whom the **Unit** is lent.

Liability arising directly or indirectly from any communicable disease or condition.

Liability arising from injury to **you** or **your family** or an employee of **you** or **your family**.

Liability arising from the ownership, use or possession of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment), aircraft or watercraft.

Liability arising under any agreement unless **you** would have been liable had the agreement not been made.

Liability for which compulsory insurance or security is required by any road traffic legislation.

Liability arising from arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.

Liability arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991, or the Dangerous Dogs amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If **your** main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

Any fines or penalties.

Any loss excluded under Part 1 of Section 3.

## Section 3 - Liability to the Public

*Your Schedule tells You if this Section is in force.*

### What is covered

The maximum amount **insurers** will pay for any one claim or series of claims arising out of one event including all legal costs and expenses is shown in **your schedule of insurance**.

### What is not covered

**Please also see the General Exclusions, which are in addition to the exclusions in Section 3.**

## Section 4 - Personal Accident

### What is covered

**You or your family** suffering any of the physical injuries listed below caused solely and directly by an accident whilst either:

- a) on holiday in **your Unit** during the **period of insurance** or
- b) working on **your Unit**

which within 52 weeks of the date of the accident solely and independently of any other cause results in their death or injury listed below:

Physical Injuries

1. Death.
2. Loss of use of one or more limbs or total loss of sight of one or both eyes.
3. Permanent total disablement, payable after the incapacity has lasted for 52 weeks.

The physical injuries listed in 1, 2 and 3 above are each limited to £20,000.

For individuals aged under 16 the death benefit cover is reduced to £5,000.

For the purposes of this Section, disablement means the inability to engage in the usual paid occupation or an occupation with similar remuneration.

**Insurers** will pay the benefits set out in **your schedule of insurance**.

### What is not covered

- Anyone whose age does not fall within the bands set out for each benefit in the **schedule of insurance** at the time of the accident.
- No benefit will be payable for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained.
- More than one benefit from this policy in connection with the same bodily injury.
- Any injury caused directly or indirectly by:
  - Alcohol, narcotic or drug use unless taken as prescribed by a registered medical practitioner.
  - **You or your family** participating in driving or riding in any kind of race, rock climbing or mountaineering normally involving the use of ropes or guides, skiing, water skiing, tobogganing, potholing, skin diving, scuba diving, snorkelling, hang gliding, parachuting, hunting on horse back, or any winter sports other than skating.
  - Self inflicted injury.
  - No death cover for individuals over 86 years old.

**Please also see the General Exclusions that are in addition to the exclusions in Section 4.**

## Section 5 - EMERGENCY TRAVEL

*Your Schedule tells You if this Section is in force.*

### **We will pay for**

This Section is to cover, subject to **our** prior agreement and approval, the cost of one return air or rail ticket to the insured **Unit** for **your** use, not exceeding £300 and the costs of a second return air or rail ticket for a member of **your family**, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Unit** being uninhabitable, by any cause for where reimbursement is provided under Section 1 and Section 2 of this policy, not exceeding £400.

### **We will not pay for**

Any amount in excess of £1,000 in any **period of insurance**.

Any emergency travel made without prior agreement with an Intasure representative.

Emergency travel if the **Unit** is **your** main residence.

Emergency travel where the estimated damage costs claimed under Sections 1A or 2A does not exceed £2,500.

Emergency travel where the loss, or damage has not been notified to us within 21 days of the **incident**.

Emergency travel unless all travel documents, hotel receipts and other documents are retained by you, for the basis of claims settlement.

## General Exclusions applicable to all Sections of this policy

### 1. We will not pay for Any loss or damage if **your Unit** is:

- i) being used for trade or business purposes,
- ii) being used as a **permanent residence**,
- iii) not properly sited on the **site** identified in **your schedule of insurance**.

### 2. We will not pay for loss of use other than provided by Section 2 of the Policy.

### 3. Radioactive Contamination and Nuclear Assemblies

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
  - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 4. War

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or local authority.

### 5. Existing and Deliberate Damage

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **Unit**.

### 6. Pollution or Contamination

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **Unit**, and

- Reported to us not later than 30 days from the end of the **period of insurance**, in which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

### 7. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

### 8. Electronic Data

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
  - Computer viruses, erasure or corruption of electronic data,
  - The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

### 9. Terrorism

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

### 10. Confiscation

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

## General Exclusions applicable to all Sections of this policy

### 11. Loss of Value

**We** will not pay for any reduction in **market value** of any property following its repair or reinstatement.

### 12. Indirect Loss or Damage

**We** will not pay for any loss or damage that is not directly associated with the **incident** that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

### 13. Wear and Tear

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

### 14. 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 any **premium** already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

### 15. Defective Design or Construction

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

## Conditions applicable to all Sections of this Policy

### 1. Observance of Terms

**you** must observe the terms, exceptions and conditions of this insurance.

### 2. Reasonable Precautions against Theft and Damage

**you** must take all reasonable precautions to protect **your Unit** and other insured items against theft and damage.

### 3. Maintenance and Siting

**You** must ensure that **your Unit** is maintained in a sound condition and is correctly sited on the **site** identified in **your schedule of insurance** in accordance with the manufacturer's instructions as **insurers** have offered this insurance on that basis.

### 4. Floatation Device

If **you** have a **floatation device**, it must be installed in accordance with the manufacturer's instructions and should be inspected regularly, particularly after any flood. Do not attach anything to **your Unit** that would stop the **floatation device** operating freely in the event of a flood and do not store anything under or around **your Unit** that would cause damage as the **floatation device** rises and falls with the level of flood water.

### 5. Total Loss

In the event of the total loss of **your Unit** all cover under this insurance will cease from the date of the appropriate claim settlement. Any salvage becomes the property of the **insurers** and no refund of **premium** for any remaining **period of insurance** will be payable. Any outstanding **premium** will be payable by **you**.

**Insurers** retain the right to offer terms to re-instate cover for a replacement **Unit** but they are not obliged to do so.

**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm.

**CLAIMS: +44 (0)345 111 0672** (24 hours)







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