

For more information on this policy, including all exclusions

Call 0870 998 0281
www.towergatebakers.co.uk

Towergate Bakers is a trading name of Towergate Underwriting Group Limited
The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1PZ

Registered in England No. 4043759

Authorised and regulated by the Financial Services Authority

Registered Office: Towergate Partnership, Towergate House
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Insurance for your Park Home

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How to use your park home policy

Your Policy and the Cover it provides

The Policy booklet gives details of all the cover available under Insurance for Park **Homes**. Cover is divided into three main sections, **Home and Contents**, **Personal Possessions** and **Home Emergency Service**, each section tells **you** what **we** will and will not pay for. The Schedule, which is enclosed with **your** Policy makes the document particular to **you**. The Schedule shows which sections of the Policy apply to **you** and also the amount of cover provided under those sections. **You** will not be covered under any section that has not been requested and paid for by **you**. However, **you** may apply to alter **your** cover at any time in the light of changing circumstances.

You should read **your** Policy carefully and if **you** are unsure on any point **you** should contact **Towergate Bakers** immediately.

Your cancellation rights

You have the right to cancel **your** policy during a period of 14 days after **you** receive **your** policy documentation.

If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to do so, and if the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise **your** right to cancel **your** policy, please contact Towergate Bakers, The Quadrangle, Imperial Square, Cheltenham, GL50 1PZ.

Changes in your circumstances

The information **you** have supplied forms part of the contract of insurance. **Your** policy is evidence of that contract. **You** should read it carefully and keep it in a safe place. **You** must tell **us** immediately of any changes to this information including, of course, any change of address.

You must also notify **us** if:

- a) **you** or anyone living with **you** is declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences
- b) the **home** is **unoccupied** (see definition on page 9), or if it is to be left empty on a regular basis.

How much to insure for

It is up to **you** to make sure that the amounts **you** insure for represent the full value of the property concerned. If **you** would like guidance on this subject, please ask **us**.

Insurance for park homes cover

We will pay for any loss, damage, injury, cost or liability described in this Policy arising from events happening during any period of insurance for which **you** have paid and **we** have accepted the premium.

The Statement of Fact and declaration made by you are incorporated into this insurance contract.

This Policy should be read together with the Schedule and any Endorsements.

Making a claim

To make a claim, check **your** Policy Schedule to make sure **you** have the appropriate cover. Then follow the instructions on **How to make a claim** and **Conduct of Claims** relevant to the cover concerned. **You** should ask Towergate Bakers for a claim form and let them have as much information as possible to help them deal with **your** claim quickly and fairly. Finally, do not hesitate to ask for advice; Towergate Bakers will be pleased to help **you**. Telephone **01242 528844**. A claim form can also be obtained from our website; www.towergatebakers.co.uk

Our commitment to service – If you have a complaint

Complaints

If at any time **you** have a complaint about the services that are provided for **you**, then **you** should contact:

Towergate Bakers,
3rd Floor, The Quadrangle,
Imperial Square,
Cheltenham,
Glos,
GL50 1PZ.
Telephone: 01242 528844
Facsimilie: 01242 253990

All complaints received are taken seriously and will be handled promptly and fairly. If **you** make a complaint, it will be acknowledged promptly, an explanation of how it will be handled, what **you** need to do and how **your** complaint is progressing will be given to **you**. **Your** complaint will be recorded and **your** comments analysed to help to improve the service offered.

If at any time **you** have a complaint about the services provided under sections 1 and 2 of the policy, then **you** should refer **your** complaint to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
AXA Insurance
Civic Drive
Ipswich
IP1 2AN
Telephone: 01473 205926
Facsimile: 01473 205101
Email: customercare@axa-insurance.co.uk

Alternatively, if **your** complaint is about the services received under section 3 of the policy, **you** should contact:

Quality Dept
Europ Assistance Holdings Ltd
Sussex House
Perrymont Road
Haywards Heath
W. Sussex
RH16 1DN

In all cases, if **you** are still not happy with the outcome of **your** complaint **you** may be eligible to refer **your** complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: Helpline 0845 080 1800
Telephone Switchboard: 0207 964 1000
Website: www.financial-ombudsman.org.uk

Note that the FOS will only consider **your** complaint if **you** have given us the opportunity to resolve it. If, however, **your** complaint is not resolved within 40 working days, the FOS will accept a direct referral.

Compensation

Towergate Bakers and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by telephone on 0800 678 1100.

Definitions applying to sections 1 & 2 of this policy

The words defined below will have the same meaning wherever they appear in this Policy (except Section 3) and will be highlighted by the use of bold print and start with a capital letter.

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

Computer System; shall mean any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

Contents; Household goods and personal property all belonging to or the responsibility of **You** and **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term **Contents** does not include:

Property more specifically insured by this or any other Policy.

Motor Vehicles (other than domestic gardening machines), caravans, watercraft, aircraft and their accessories.

Animals.

Securities and documents of any kind.

Permanent fixtures and fittings.

Property or **Money** held for any professional or business purposes.

Excess; The first part of any claim which **You** must pay.

Home; The structure of **Your Park Home** which is occupied by **You** and **Your Family** as a private dwelling and its

a) domestic outbuildings, garages, porches, sheds and skirting

b) permanent fixtures and fittings, service tanks, pipes and cables

c) paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the **Land**

Land; The **Land** belonging to the **Home**.

Money; Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

Personal Effects and Clothing; Personal property which is normally worn or carried

on or about the person. The term Personal Effects and Clothing does not include **Money**, credit cards, sports clothing and equipment, contact or corneal lenses.

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

Unoccupied;

- a) insufficiently furnished for normal occupation, or
- b) furnished for normal occupation but has not been lived in for more than 30 consecutive days.

Valuables; Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs, televisions, radios, **Home** computers, audio and video equipment.

We/Us/Our; The insurer named in your schedule.

Your Family; You, Your spouse, partner, civil partner, children, parents and other relatives who normally live with **You**.



Section 1:

Home and contents

This section only applies to you if set out in your Policy Schedule.

We will not pay more in total than the sum insured for **Home** and **Contents** shown in your policy schedule for any one claim under causes A-G, L,Q, we will pay in addition amounts due under covers H-K,M-P, R-U up to the limits shown.

The following limits also apply:

- a) **Money** up to £250
- b) **Valuables** up to £2,000 for any one item and £10,000 in total.
- c) Property in the open within the boundaries of the **Land** is limited to £350.

We will pay for

A. The Cover

Loss of or damage to the **Home** and **Contents** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour and political disturbances.
4. Malicious persons or vandals.
5. Storm, flood or weight of snow.
6. Escape of water or oil from any fixed heating or domestic water installation, washing machine, dishwasher or freezer.

We will not pay for

A.

2. Damage caused by repeated exposure or any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.
Loss or damage caused while the **Home** is **Unoccupied**.
5. Damage caused by frost.
Loss of or damage to hedges, gates and fences, from ground water rising and property in the open.
6. Damage caused while the **Home** is **Unoccupied**. Damage to the installation or appliance itself.

7. Theft or attempted theft.

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

9. Falling trees or branches.

10. Falling receiving aerials and their fittings or masts, telegraph poles, pylons or lamp posts.

11. Subsidence or heave of the site on which the **Home** stands, or landslip.

7. – Loss of **Money** unless involving forcible and violent entry to or exit from the **Home**.
 - Loss or damage occurring whilst the **Home** or any part is lent or let or the **Home** is **Unoccupied** unless involving forcible and violent entry to or exit from the **Home**.
 - Loss or damage by **You** or **Your Family** or any tenant.
 - Loss by deception unless deception is only used to gain entry to the **Home**.

8. Damage caused by domestic pets or insects.

9. – Damage to hedges, gates and fences.
 - The cost of removal if the fallen tree or branch has not caused damage to the **Home**.
 - Loss or damage during tree felling, lopping or topping.

10. Damage to the installation or appliance itself.

11. – The first £500 of any claim
 - Damage resulting from coastal or river erosion.
 - Damage resulting from faulty workmanship or the use of defective materials.
 - Damage to paths, drives, terraces, patios, walls, service tanks, hedges, gates and fences unless the structure of the **Home** is damaged at the same time.
 - Damage resulting from the bedding down of new buildings or the settlement/shrinking of newly made up ground.
 - Damage resulting from demolition of or alteration or repair to the **Home** or the site on which the **Home** stands.
 - arising from construction,
 - resulting from movement of solid floor slabs and non load

We will pay for – continued

12. Accidental damage to
- a) the **Home**
 - b) **Contents** inside the structure of the **Home**.

B. Frost Damage to Plumbing Installations

Frost damage to interior fixed domestic water or heating installations.

C. Breakage of Glass, Mirrors and Sanitary Ware

Accidental breakage of structural alteration, repair or demolition

- a) glass, sanitary ware and ceramic hobs, all forming part of the **Home**.
- b) mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the **Home**.

We will not pay for – continued

bearing walls unless the foundations beneath the load bearing walls of the Home are damaged at the same time by the same cause

12. – Damage caused while the **Home** is lent, let or **Unoccupied**.
- Damage which is specifically excluded elsewhere in Section 1 **Home** and **Contents**.
 - The cost of maintenance.
 - Damage caused by faulty workmanship or design or the use of faulty materials.
 - Damage to contact or corneal lenses.
 - Deterioration of food.
 - Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
 - Damage caused by mechanical or electrical breakdown.
 - Damage to computers or computer equipment
 - i) by erasure or distortion of data
 - ii) by accidental erasure or mislaying or misfiling of documents or records
 - iii) by viruses
 - iv) by contamination

B. – Damage caused while the **Home** is **Unoccupied**

- C. – Loss or Damage caused while the **Home** is **Unoccupied**

We will pay for – continued

D. Damage to Underground Services

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

E. Damage to Electrical Equipment

Accidental damage to televisions, radios, **home** computers, rented telephone equipment, audio and video equipment in the **Home**.

F. Household Removal

Accidental Loss or damage to **Contents** while in direct transit from the **Home** for permanent removal to another within the **British Isles**.

We will not pay for – continued

E.

- Damage to records, films, tapes, cassettes, discs, cartridges or styli.
- Damage caused by wear and tear, mechanical or electrical defect.
- Damage caused by cleaning, repair, restoration or use contrary to makers' instructions.
- Damage caused while the **Home** is **Unoccupied**.
- damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers portable computers disc players portable televisions.
- accidental damage or contamination to computers or computer equipment by:
 - i) erasure or distortion of data.
 - ii) accidental erasure or mislaying or misfiling of documents or records.
 - iii) viruses.
- damage to equipment not in or on the Home.
- damage caused by rot fungus insects or vermin.
- damage caused by action of light or any atmospheric or climate condition.
- damage caused by gradual operating cause.
- damage caused by chewing scratching tearing or fouling by domestic pets.

F.

- Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.
- Loss or damage caused by scratching, denting, or bruising.

We will pay for – continued

G. Additional Costs

The additional costs of

- a) resiting and delivery
- b) complying with Government or Local Authority requirements
- c) architects, engineers, surveyors and other professional fees
- d) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by Section 1 –

Home and Contents

H. Contents Temporarily Removed

Up to £5,000 of the Sum insured on **Contents** for loss of or damage to **Contents** while temporarily removed from the **Home** but still in the **British Isles** caused by:

- a) The Standard Cover described above except theft or attempted theft.
- b) Theft
 - i) from or during direct transit to or from any bank or safe deposit
 - ii) from any building where **You** or **Your Family** are employed or carry on business or reside.
 - iii) from any building where entry or exit has been gained by violent and forcible means.

We will not pay for – continued

- Loss of or damage to property in storage.
- Loss or damage insured under another policy other than our rateable proportion.
- loss of money.
- loss or damage to jewellery.
- loss or damage during sea transit.
- loss or damage by mechanical or electrical breakdown or failure.

G. Additional Costs

- b) costs for complying with requirements notified before the loss or damage occurred.
- c) fees charged for preparing any claim under this Policy.

H.

- Loss or damage to property for sale or away on exhibition or in a furniture depository.
- Theft of **Money** unless involving forcible and violent entry to or exit from a building.
- Storm, flood or malicious damage to property which is not in a building.
- Loss or damage to **Contents** in the custody or control of **You** and **Your Family** whilst temporarily living away from the **Home** for the purposes of education.

We will pay for – continued

I. Temporary Accommodation and Loss of Rent

Up to £30,000 of the Sum Insured on **Buildings** for:

- a) the reasonable costs of **Your** temporary accommodation.
- b) loss of rent payable to **You**.
- c) ground rent which continues to be payable by **You**.
- d) Emergency kennelling for **Your** domestic pets.
during the period necessary to restore **Your** home to a habitable condition, as a result of loss or damage insured by section 1A – The Cover.

J. Compensation for Death in Your Home

£10,000 if **You** or **Your** spouse, partner or civil partner are fatally injured in the **Home** as a direct result of

1. fire or assault
2. an accident (but not to persons over 70 years of age) provided death occurs within 12 calendar months of the incident.

K. Theft or Loss of Keys

Up to £500 for the replacement of external door locks to the **Home** if their keys are stolen or lost.

We will pay for – continued

L. Frozen Food

Spoilage of domestic food in any freezer at **your Home** caused by any malfunction or rise or fall in temperature in the freezer.

M. Contents at University/College

Up to £2,000 for loss of or damage to **Contents** temporarily removed from the **Home** but within the **British Isles**, for the purposes of education caused by circumstances as described in the Standard Cover.

N. Wedding Gifts Cover

Up to £3,500 for loss or damage to wedding gifts caused by the circumstances described in the Standard Cover for one month before and one month after the wedding day of **You** or **Your Family**. Cover applies while in the **Home**.

O. Metered Water and Loss of Oil

Up to £750 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the **Home**.

P. Garden Cover.

If your garden is damaged by: fire, explosion, lightning, malicious persons, riot, theft or attempted theft, damage by vehicles, animals or aircraft we will pay the cost of re-landscaping up to £750, but not more than £250 for any one tree shrub or plant.

Q. Emergency Access

Damage to your **Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

We will not pay for – continued

L.

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to **Your Home**.

Spoilage resulting from strike, lock-out or industrial dispute.

Property mainly used for business trade profession or employment service.

M.

- Loss of or damage to **Contents** by theft unless involving forcible and violent entry or exit from a building.
- Loss of or damage to **Contents** insured under any other policy.

O. Loss or damage caused while the **Home** is **Unoccupied**.

P.

- Loss re damage to items not contained within the plot as defined in **Your** site agreement. Loss or damage caused by **You** or **Your** family or any person lawfully in the **Home**.
- Loss or damage caused by theft, malicious persons or vandals when **Home** is **Unoccupied**.
- Any plant, shrub or tree grown for business purposes.

We will pay for – continued

R. Liability To The Public

Up to £5,000,000 for any one cause (other than death, bodily injury or disease of **You** domestic employees, where the amount is £2,000,000), plus defence costs and expenses incurred by **You** with **Our** consent, to indemnify

You and **Your Family** against legal liability for:

- a) accidental death, bodily injury or disease of any person.
- b) accidental damage to property arising:
 - i) from the ownership or occupation of the **Home** and the **Land**
 - ii) from any other private residence formerly owned and occupied by **You** and which **You** have sold and incurred by reason of Section 3 of the Defective Premises Act 1972, provided that no other insurance covers the liability
 - iii) from the employment of any domestic servant
 - iv) in any other personal capacity anywhere in the **British Isles** or during a temporary visit worldwide.

S. Unrecovered Court Awards

Up to £1,000,000 for sums which **You** or **Your Family** have been awarded for accidental death, bodily injury or disease or accidental damage to property of the type described in paragraph R and where We are satisfied that these sums are not recoverable from the party held responsible by the Court. The award must be made in a Court in the United Kingdom and must not be the subject of any appeal

T. Title Deeds

Up to £2500 for the cost of preparing new title deeds to the **Park Home** if they are lost or damaged by circumstances in Section A 1 - 11 The Cover when in the **Home** or in **Your** bank.

We will not pay for – continued

R.

Liability arising from:

- accidental death, bodily injury, illness or disease to **You** or **Your Family**.
- damage to property which belongs to **You** or **Your Family**, employees or is in their custody or control.
- the ownership of any building or building or **Land** other than the **Home** and **Land**.
- any profession, business, or employment of **You** or **Your Family**.
- The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) (other than liability arising from the ownership, possession or use of domestic gardening machinery.
- the ownership or use of aircraft or watercraft unless they are models or hand propelled.
- any agreement or contract unless liability would have applied anyway.
- the ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- any liability arising from an award of a Court outside the **British Isles**.

We will pay for – continued

U. Jury Service

We will provide cover for expenses and loss of earnings arising from service as a juror for any period in excess of two weeks. The most **we** will pay for any one event is up to £25 per day and the most **we** will pay in total is £1,500.

We will not pay for – continued

- U.** Cover for any person other than the Insured or their spouse/partner.
- Expenses that can be recovered from any other source.
 - Any period of jury service which was notified to you prior to the inception of this insurance.
 - Cover while the home is let or lent

Settlement of home and contents claims

We will at **Our** Option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the sum insured is not less than the full replacement cost.

We will not pay more in total than the sum insured for **Home** and **Contents** shown in your policy schedule for any one claim under causes A-G, L,Q, we will pay in addition amounts due under covers H-K,M-P, R-U up to the limits shown.

The following limits also apply:

- a) **Money** up to £250
- b) **Valuables** up to £2,000 for any one item and £10,000 in total.
- c) Property in the open within the boundaries of the **Land** is limited to £350.

If the property insured is not in good repair or if repair or replacement is not carried out **We** will at **Our** option;

- a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation or
- b) pay for the reduction in market value caused by the loss or damage.

The Sums Insured will not be reduced by the amount of any claim.

How to make a Claim (not applicable to Legal Helpline).

a. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) in a reasonable timescale report to the police any theft, malicious damage, vandalism or loss of property.
- ii) in a reasonable timescale report to the credit card company any loss or theft of credit cards.
- iii) advise Towergate Bakers on 01242 528844 or claimsenquiries@towergate.co.uk as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.
- iv) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) advise Towergate Bakers immediately and as soon as possible provide full written details and assistance as requested by them.
- ii) in a reasonable timescale send Towergate Bakers any letter, writ, summons, or other legal document issued against **You** or **Your family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Conduct of Claims (not applicable to Legal Helpline)

a. Our Rights

In the event of a claim **We** may:

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

b. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

Matching sets, suites and carpets

We treat any individual items of a matching set or suite of furniture or sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces.

If a carpet is damaged beyond repair **we** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.



Section 2:

Personal possessions

Your Schedule tells you if this section is in force. Cover applies anywhere in the world.

We will pay for

Loss of or damage to property owned by **You** or **Your Family** and described in the Schedule.

Loss of or damage to Credit Cards means financial loss from fraudulent use by any unauthorised person of credit, charge or cash cards.

We will not pay for

- The amount of any **Excess** shown in **Your** Schedule.

Loss or damage;

- caused by wear, tear, fungus, insects, vermin, domestic pets, any gradually operating cause or atmospheric or climatic conditions or depreciation.
 - Caused by cleaning, alteration or repair.
 - Caused by mechanical or electrical breakdown.
 - caused by detention or confiscation by Custom or other officials.
 - caused by theft from any unattended motor vehicle unless all doors, windows and other openings have been locked and the property hidden from view.
 - caused by deception unless deception is only used to gain entry to the **Home**.
 - arising from the cost of remaking any film disc or tape or the value of any information contained on it.
 - to items not in care custody or control of you or your person.
 - caused by theft or attempted theft from an unlocked hotel room.
 - to watercraft (which includes sailboards and windsurfers) aircraft caravans trailers and mechanically propelled vehicles

We will not pay for – continued

(which includes motor cycles children's motor cycles children's motor cars quad bikes and children's quad bikes), but lawn mowers garden implements wheelchairs models and toys are covered

- to sports equipment in course of play.
- to musical instruments by scratching or denting.
- to pedal cycles while racing.
- to pedal cycles by theft unless securely locked when unattended away from the **Home**.
- to pedal cycle tyres or accessories unless the pedal cycle is lost or damaged at the same time.
- **Money** by mistake in change, counting or overpayment. Property or **Money** held for professional or business purposes.

Settlement of personal possessions claims.

We will at **Our** Option pay the cost of repair or for replacement as new.

Where **You** have chosen not to repair or replace an item **We** will make a deduction for wear, tear and depreciation.

Sums Insured will not be reduced by the amount of any claim except for individually Specified Items which will be removed from cover after total loss or destruction. **You** must tell **Us** if Specified Items are to be insured again after replacement. The Sums Insured should be the cost of replacing all items covered as new.

How to make a Claim (not applicable to Legal Helpline)

a. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) in a reasonable timescale report to the police any theft, malicious damage, vandalism or loss of property.
- ii) in a reasonable timescale report to the credit card company any loss or theft of credit cards.
- iii) advise Towergate Bakers as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.
- iv) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property.

b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim

You must:

- i) advise Towergate Bakers in a reasonable timescale and as soon as possible provide full written details and assistance as requested by them.
- ii) in a reasonable timescale send Towergate Bakers any letter, writ, summons, or other legal document issued against **You** or **Your family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Conduct of Claims (not applicable to Legal Helpline)

a. Our Rights

In the event of a claim **We** may:

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings.

b. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

Legal helpline

During the life of this Policy **You** are entitled to use the Park Home Legal Services Ltd legal advice helpline for advice on all Park Home legal matters.

The line is operated by Graham Watts LL.B who specialises in Park Home and associated law only. Graham Watts is a Park Home owner and he has been giving advice to Park Home occupiers for many years.

Telephone 0906 5862135, calls cost 60 pence per minute (correct as at 1/1/05) and **you** can ring between 10.00am and 12.30pm and from 2.00pm to 4.00pm Monday to Friday.

Website: www.phls.net



Section 3:

Homecare emergency assistance service.

Europ Assistance Holdings Limited will provide the services and benefits described in this Section:

- during the Period of Insurance
- within the Geographical Limits
- subject to the terms, exclusions and conditions contained in this Section, all of which **We** recommend **You** read carefully
- following payment of the premium.

This Section is underwritten by Europ Assistance Insurance Limited of Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

This insurance is effected in England and is subject to the Laws of England and Wales. Europ Assistance Holdings and Europ Assistance Insurance Limited are authorised and regulated by the Financial Services Authority.

The aims of this Insurance

This insurance does not cover normal day-to-day home maintenance which **You** should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the descaling of the central heating pipes or the replacement of tap and cistern washers.

What **we** undertake to do is provide rapid, expert help if **You** suffer a **Home Emergency** arising from an incident covered under this section of the policy. **We** will arrange for one of **Our** repairers on **Our** nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the emergency.

Definitions applying to section 3 of this policy

Emergency repairs: Work undertaken by a Repairer to resolve the Home Emergency by completing a temporary repair which will resolve the emergency but will need to be replaced by a permanent repair to put right the damage caused to the property by the emergency. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair.

Geographical limits: The mainland of Great Britain plus the Isle of Wight.

Home: The structure of your Park home which is occupied by you and your family as a private dwelling and its garages.

Emergency: A sudden unexpected event occurring during the Period of Insurance, involving Your Home which, in our opinion, exposes the Insured Person or a third party to a risk to their health, or necessitates immediate remedial action to render the Home safe or secure, and avoid damage or further damage, or restoration of the Main Services.

Insured person(s) or you/your: The person named on the Schedule, together with the members of Your family normally residing with You. In Your absence on a trip away from Home, the person duly authorised by You as the keyholder responsible for the Home.

Main services: Mains drainage to the boundaries of the Home, water, electricity and gas within the Home and the main source of heating or hot water where no alternative exists.

Period of insurance: The period shown on Your policy schedule.

Repairer: Europ Assistance-approved tradesman.

We/our/us: Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Your Family: You, your spouse, children and other relatives who normally live with you

Unoccupied: Insufficiently furnished for normal occupation or furnished for normal occupation but not lived in.

Settlement of homecare emergency service claims

We will arrange for a **Repairer** to assess the situation and carry out **Emergency Repairs** to **Your Home** to stabilise the situation and remove the **Emergency** or restore the normal operation of the boiler or warm air unit.

Where the cost of a Permanent Repair is similar to the cost of an **Emergency Repair** **We** may, at **Our** sole discretion, authorise **Our repairer** to undertake a Permanent Repair to **Your Home**.

We will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials.

Whilst **We** will make every effort to make sure that **We** supply **You** with the full range of services in all **Emergencies** covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **Us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum number of claims under this section of the policy that **We** will pay for during any **Period of Insurance** is two.

How to make a claim

When **You** become aware of a possible claim under this section of **Your** policy, **You** must notify **Us** immediately by telephone on 0870 737 5546.

We will then advise **You** how to protect yourself and **Your Home**.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to **You** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO
NATIONAL GRID UK ON 0800 111 999

We will not pay for – continued

- any intermittent or reoccurring fault.
- any water pressure adjustments or failure caused through hard water scale or sludge.
- gas leaks from any pipes or appliances.
- any re-lighting of the pilot light caused by failure to follow the manufacturers re-lighting instructions.
- any boiler or system noise.
- any radiator valves.
- any airlocks in the central heating piping.
- any costs relating to the repair or replacement of the central heating pump or wall or room thermostat.
- E)** – Any claim where there is another working toilet within **Your Home**.
- breakdown of, loss of or damage to Saniflow toilets
- F)** – any infestations or pests in gardens, or outbuildings

General conditions applying to section 3

1. **You** should carry out or arrange for normal continuous maintenance of **Your Home** and on the systems servicing the **Home** and **You** must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and service documentation will be required.
2. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
3. **Your** full compliance with the terms and conditions of this section of the Policy is necessary before a claim will be paid.
4. **You** must notify **us** immediately a claim occurs. If for any reason **We** authorise **You** to use a contractor appointed by yourself **You** should obtain an estimate for the work and contact **Us** for authorisation to continue, **You** will supply **Us** with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by **Us** at **Your** own expense.
5. **We** will be entitled, if **We** so desire, to prosecute, in **Your** name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by **Us** under this Policy. **We** shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to **Us**.
6. It is a condition precedent to **Our** providing the services detailed in this Policy that **You** undertake to promptly pay the **Repairer** or Europ Assistance Holdings Limited for all work authorised by **You** which is not covered under this Policy.
7. If **You** intend to leave **Your** Home **unoccupied** when cold weather is normally expected, **You** must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

General exclusions applying to section 3

1. Pre-existing problems or circumstances known to **You** at the time **You** purchased the insurance and which **You** did not notify to **Us**.
2. Damage to **Home** contents.
3. Any costs incurred when **You** have not notified **Us** and obtained **Our** prior authorisation.
4. Subsequent claims arising from the same cause or event, when **You** have not taken or paid for the action recommended by **Our Repairer** to ensure that the original fault has received a definitive repair.
5. Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
6. Any claim when the **Home** has been left **unoccupied** for more than 30 days.
7. Failure or malfunction of any supply, system or appliance serving the **Home** or any indirect loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
8. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
9. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
10. Any legal liability or indirect loss arising from the provision of, or any delay in providing the services described in this Section, unless negligence on **Our** part can be demonstrated.
11. Costs associated with another property or communal/shared areas if **Your Home** is in a multiple-occupancy or multiple-usage block or building.
12. Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
13. Costs incurred where no fault is found.

General exclusions applying to the whole policy

This Policy does not cover:

A. Any loss, damage, liability or injury nor any, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

1. **War;** Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

2. **Terrorism;** Any loss or damage cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear 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. However losses caused by or resulting from riot riot attending a strike civil commotion and malicious damage are not excluded hereunder.

3. Any action taken in controlling preventing suppressing or in any way relating to (1) or (2) above.
4. **Sonic Bangs;** Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.
5. **Radioactive Contamination;**
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.
6. **Loss in Value;** Loss in value of any property following repair or replacement.
7. **Pollution;** Pollution or contamination of any sort and however caused.

B. Any loss (including loss of value) of, or damage to the **Land** or any part of the **Land**.

C. Confiscation; any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.

General conditions applying to the whole policy

You must comply with these conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Reasonable Care

You must take all reasonable steps to prevent accidents loss or damage and must maintain the property insured in sound condition and good repair.

2. Sums insured.

You must at all times keep the sums insured at levels which represent the full value property insured.

3. Cancellation

Statutory Cancellation Rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the **Cancellation Period**) by writing to **Us** at the following address during the **Cancellation Period**:

Towergate Bakers
The Quadrangle
Imperial Square
Cheltenham
Glos
GL50 1PZ

There is no refund of premium in the event of a total loss claim. However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

Cancellation Outside The Statutory Period

You may cancel this policy at any time by providing prior written notice to the above address.

Providing **You** have not incurred eligible claims during the period **We** have been on cover we will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

We reserve the right to cancel the policy by providing 21 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

Non payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

4. Other Insurances

If any accident loss or damage covered by this Policy is insured under another Policy **We** will only pay **Our** rateable proportion of any claim.

5. Fraud

You must not act in a fraudulent manner.

If **You** or anyone acting for **You**;

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with Your connivance

Then

- **We** shall not pay the claim.
- **We** shall not pay any other claim which has been or will be made under the policy.
- **We** may at **our** option 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** shall not make any return of premium.
- **We** may inform the police of the circumstances.

6. Governing Law

You and **We** are free to choose the laws applicable to the policy. As **We** are based in England, **We** propose to apply the laws of England and Wales and by purchasing this policy **You** have agreed to this.

