





# **Park Combined Insurance**

**POLICY WORDING** 

**VERSION 4.1** 



## **Welcome to Compass**

Thank you for arranging your insurance with Compass.

This policy wording describes your contract of insurance. Please read it carefully along with your Policy Schedule which shows the insured property, your level of cover and your excess details

You will find these documents in your welcome/renewal pack, or with confirmation following a change to your policy. Please check these documents as the information must be correct.

We have tried to make this document easy to read. However, we still had to use some words that have a special meaning these are listed and explained in the 'definitions' section.

Your contract of insurance has been arranged for you by Compass Insurance who are responsible for arranging and administering your insurance policy. Full details are set out in our 'Terms of Business' and covers our services, fees, and charges.

The policy is insured by Accelerant Insurance Europe SA. The authorised insurers have agreed to cover you, subject to the terms and conditions contained in this document, against any liability, loss, or damage that arises during a period of insurance. The authorised insurers' details appear in the About Your Policy section.

To make things easier, you only need to contact Compass to arrange everything for you with the authorised insurers on your behalf.

#### **Useful Contact Numbers**

Claim Notification Line  In the event of a claim telephone our claims team on this number	0345 604 9860  compassclaims@uk.sedgwick.com	If you need to make a claim, we will tell you the process to follow. Please read the conditions and process before ringing the claims line.
Customer Services	0344 274 0276 enquiries@compass.co.uk	If you need to speak to anyone regarding your policy and the cover provided.

In order to maintain quality service, telephone calls may be recorded for training and monitoring purposes.

Our friendly, experienced customer services team are available 5 days a week, Monday to Friday between 9am and 5pm.

Thanks again for choosing Compass.

Karen Stacey Managing Director

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### **About your Policy**

The documents provided are your contract of insurance with us and confirms the cover you have in place including any additional terms, conditions, exclusions, and endorsements which may apply.

Insurance does not cover your property against everything that can happen, so please read the whole document carefully. The policy is arranged in the following sections:

- The cover you have requested and that we have provided
- What this policy covers and any exclusions
- Your duty under this policy and any requirements we have
- You keep this policy and supporting documentation in a safe place

If you have any questions or concerns, you should contact us.

#### Information you Provide

It is important to make sure the information you provide us is correct and accurate as this may affect the validity of the policy and your ability to make a claim. You must let us know if your circumstances change as this could affect your policy and the cover in place. In particular you are required to:

- Supply complete and accurate answers to all the questions we ask as part of your application.
- To make sure that all information supplied as part of your application for cover is correct to the best of your knowledge.
- To let us know of any changes to the answers you provided as part of your application as soon as possible.

If you fail to provide answers in line with the above requirements or if you do not notify us of a change in your circumstances, we may:

- refuse to pay any claim or the claim may not be paid in full; or
- cancel your policy; or
- revise the terms and cover of your policy.

#### **Changes to your Information**

If any of the information detailed within your policy schedule changes, please let us know as soon as possible. Changes to your circumstances will not be insured unless we have agreed to provide cover, have issued a new insurance schedule and any change in premium is settled.

Changes you must advise us of include, but are not limited to:

- Addition of a new employee or an increase in your wage roll
- Upgrade to a building or structure that increases its value
- Adding a new activity or attraction on your park
- Adding more units to your hire fleet
- A change to your trading name or legal entity type

If you do not advise us of any changes to your circumstances, we will determine if your failure has been deliberate, reckless, or careless and your policy may be affected in accordance with the 'information you provide' clause above.

When You advise a change, we will reassess the premium and the terms of Your policy. You will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances we may not be able to continue your policy following the changes. If this is the case, You will be notified, and the policy may be cancelled as per the conditions applying to our cancellation policy.

#### Renewing your insurance



We will contact you by email or post at least 14 days before your renewal date to either provide you with a new quotation for a further year, or if we are unable to renew your insurance, the reasons why.

Your policy number will be replaced at each renewal and your new details will be provided on your schedule.

The details must be reviewed in full and if any changes are required, you must call our customer services team on 0344 274 0276.

We will not automatically renew your policy if you pay by direct debit or debit/credit card. You will need to contact us if you wish to accept the renewal by one of the contact methods detailed within the documentation, we send you.

#### How much to insure for

When you take out or renew your policy you will be asked to confirm your "Sums Insured" amounts.

Whilst we cannot advise you how much to insure for, we can offer guidance on how to determine your sums insured and also provide access to services such as valuations and surveys.

Remember if you underinsure, claim payments may be reduced. You can review and amend your sums insured at any time, you do not have to wait until your renewal date.

#### **About Us**

Your policy has been arranged by Compass Insurance which is a trading name of Bspoke Lifestyle Limited, registered at 7 Pullman Court, Great Western Road, Gloucester GL1 3ND.

Bspoke Lifestyle Limited is registered in England and Wales, company number 11429456 and authorised and regulated by the Financial Conduct Authority under register number 820727.

#### **About your Insurer**

Your policy is underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place due Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastian Tower, Level 20, Place due Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Finance Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.



## **Policy Cancellation**

#### **Your Right to Cancel**

You can cancel your insurance policy at any time by contacting our commercial team.

If you cancel your policy within 14 days of your start date or renewal date, providing no claim has been submitted, we will refund your full premium, less any administration fee paid.

You may cancel after 14 days, and providing no claim has been submitted, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover and any administration fee paid.

If you have received a claims payment, have a claim pending or an incident likely to give rise to a claim during the period of insurance, no refund of your premium or any administration fee will be given.

#### **Our Right to Cancel**

We may at any time cancel this policy where there is a valid reason for doing so, sending at least 14 days' notice to you at your last known correspondence or email address. Valid reasons include but are not limited to:

- Non-payment of premium If payment is not made when due, we will write to you requesting
  payment by a specific date. If we receive payment by the date set out in the letter, we will
  take no further action. If we do not receive payment by this date, we will cancel the insurance
  from the cancellation date shown on the letter.
- Your Credit Agreement is cancelled
- Where we reasonably suspect fraud
- Where you fail to co-operate with us or provide us with information or documentation we reasonably require, and this affects our ability to process a claim or defend our interests
- Where you have not taken reason care to provide complete and accurate answers to the questions we ask. See the Information you provide clause.
- Where you harass or use abusive or threatening behaviour towards our staff or representatives of Compass

If we cancel the policy, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided cover and any administration fee paid.

However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, we are legally entitled to keep the premium.

In the event of a loss or occurrence prior to the date of termination which gives rise to a claim under this Policy the full premium shall be payable to Us.



## Making a Claim

Although we hope that you never need to make a claim on your insurance policy, we have made everything as simple and straightforward as possible should you ever need to use the claims service.

Here are some helpful hints and tips to consider:

- Act as a prudent uninsured person at all times.
- Take any immediate action you feel is necessary to protect yourself or your property from further damage or loss, as long as it is safe to do so. This may include switching off the gas, electricity, or water supply.
- If anyone has been injured, call the emergency services straight away.
- If a crime has been committed, contact the Police, and obtain a crime reference number.
- Contact our claims team as soon as it is safe to do so. The sooner you get in touch, the quicker we can help you

#### How to notify us of a claim

Our claims helpline operates 24 hours a day, 7 days a week.

In writing: Compass Claims, Oakleigh House, 14-16 Park Place, Cardiff CF10 3DQ

By telephone: 0345 604 9860

By email: <a href="mailto:compassclaims@uk.sedgwick.com">compassclaims@uk.sedgwick.com</a>

#### How we deal with your claim

To enable us to deal with your claim quickly and efficiently please try to provide the following information at the point of initial notification.

- Name, address, and contact telephone numbers
- Policy number
- Date of the incident
- Police details/Crime reference where applicable
- The cause of the loss or damage
- Details of the loss or damage and estimated claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and contact details of any witnesses

In addition, we may request further information and we will advise you of any action that needs to be taken including the need to arrange a visit and an inspection. If any buildings or structures need to be reinstated, you may need to provide plans or specifications for us to progress your claim.

#### If a claim is made against you

If you receive notice that you or an employee are being held responsible for an accident or incident, even if you think you are at fault, do not admit liability. Our job is to investigate who is at fault for you. Contact our claims team once you are aware of any potential incident that may result in a claim being made against you. Supply as much information as possible, including any legal documentation or correspondence you receive immediately. This includes a claim form, writ, or summons, without answering it. Failure to follow these steps could seriously prejudice your position and may result in us refusing to consider your claim.

#### Claims co-operation

You shall deliver to Us at Your own expense any documentation, proofs and other information relating to any loss that We may require.



### **Comments and Complaints**

At Compass, we are committed to providing the best possible service. However, we understand there may be times when we do not meet your expectations. We want you to let us know straight away if you are unhappy. We will always do our best to resolve any complaint fairly.

#### How to make a complaint

We understand that making a complaint can be stressful in itself. That is why we want you to be able to complain in any way you choose.

In writing: Complaint Department, Compass Insurance, 7 Pullman Court, Great Western Road,

Gloucester GL13ND

By telephone: 0344 274 0276

By email: <a href="mailto:complaints@compass.co.uk">complaints@compass.co.uk</a>

Whichever method you choose, a member of staff fully trained in complaint handling will deal with your complaint.

#### How to escalate your complaint

If we have given you our final response and you remain unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service.

If you want the Financial Ombudsman Service to look into your complaint, you must refer it to them within six months of the date of our final response to you. Their details are as follows:

In writing: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

By telephone: 0800 0 234 567, or 0300 123 9 123

By email: complaint.info@financial-ombudsman.org.uk

You can also visit their website at www.financial-ombudsman.org.uk for further information.

For more information about how we oversee complaints, please call our Commercial Team.



### **Important Information**

#### Your duties

The cover in this policy is valid providing:

- You or any other insured person have kept to all the terms and conditions of the policy
- The information confirmed on your current schedule and when registering a claim is true and complete

#### Fraud and misrepresentation

You must always answer our questions honestly and provide true and accurate information. If you, any other insured person, or anyone acting on your behalf:

- Provides us with false, exaggerated, or misrepresented information
- Submits false, altered, forged or stolen documents

We will take one or more of the following actions:

- Amend your policy to show the correct information and apply any change in premium
- Cancel your policy, under certain circumstances this may be with immediate effect
- Declare your policy void
- Refuse to pay your claim or only pay part of your claim
- Only pay a proportion of your claim
- Keep the premium you have paid
- Recover any costs incurred from you or any other insured person

If we identify any fraud or misrepresentation, we will cancel or void any other Compass policies you are connected with.

#### **Governing law**

Unless we have agreed otherwise with you, this insurance is governed by English Law and all communication shall be conducted in English.

#### Rights of third parties

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. This does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

#### Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS at www.fscs.org.uk

#### **Employers Liability Tracing Office**

Certain information relating to Your insurance Policy, namely:

- the Policy numbers;
- employers' names and addresses, including subsidiaries and any relevant changes of name;
- coverage dates; and
- if relevant, the employer's reference numbers provided by His Majesty's Revenue and Customs and Companies House reference numbers will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).



It is understood by You that the above-named information provided to Us will be processed by Us for the purpose of providing to the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, Business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.



## **Policy Definitions**

We have set out below definitions of certain words or phrases that are repeated throughout the Policy, Schedule, and any Endorsements. All the individual Policy Sections are subject to the following definitions except where stated below. If any of these words or phrases appear they will have the same meaning.

Each section may also contain additional definitions that apply only to that section, these will be listed at the start of the section of cover.

Accidental	Sudden, unexpected, and visible damage which has not been caused on purpose.	
Damage		
Act of Terrorism	An act, including for example the use of force or violence and/or the threat thereof, of any person or groups of persons, whether acting alone or on behalf of or in connection with any organisations or governments, 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.	
Asbestos	Crocidolite, amosite, chrysotile fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of these materials.	
Buildings	Buildings (not otherwise insured) including all annexes, garages, outbuildings, paving, driveways, car parks, swimming pools, artificial playing surfaces, walls, gates and fences, tenants improvements, interior and exterior non-detachable decorations, temporary structures, landscapes (including features thereof), signs, blinds, fixed glass, Sanitary Ware, connected Underground Services, Electric charging points, let private dwelling houses/cottages/flats (including standard fixtures, fittings and equipment supplied by the manufacturer/builder when new) and all fixtures and fittings which would normally pass with the freehold, which belong to You or for which You are responsible.	
Business	<ul> <li>The business shown in the Schedule as well as:</li> <li>(i) the ownership, repair, and maintenance of Your own property;</li> <li>(i) the provision and management of canteen, social, sports and welfare organisations for the benefit of any Employees and medical, firefighting and security services;</li> <li>(ii) any private work undertaken by any Employees for You or any partner or director with Your prior consent.</li> </ul>	
Damage	Loss or destruction of, or damage to, tangible property.	
Data	Facts concepts and/or information converted to a form useable in Your computer operations owned leased or rented by You or for which You are legally responsible.	
Declared Value	Your assessment of the cost of reinstatement of the Buildings, Contents, Hire Fleet or Sales Stock at the start of each Period of Insurance	
Defence Costs	Legal costs, fees and expenses incurred by You with Our prior written consent in the defence or settlement of any claim, suit or proceedings which are or would, if successful, be covered under this Section, including legal expenses arising out of representation at any inquest, inquiry, hearing or arising out of the defence of any	



	proceedings in respect of matters which may form the subject of cover by this section.	
Employees	Any person under a contract of service or apprenticeship with You:  (i) any labour master and persons supplied by them;  (ii) any labour only sub-contractor and any person employed by labour only sub-contractors;  (iii) any self-employed person;  (iv) any person hired to or borrowed by You;  (v) any non-executive director; or  (vi) any person undertaking study or work experience or volunteering or youth training scheme with You;  while working for You in the course of the Business.	
Endorsement	A change in the terms and conditions of this Policy that can extend or restrict cover.	
Excess	The first part of each and every claim for which You are responsible as shown in the Schedule or specified in the Policy.	
Fungi	Any type or form of fungi including mould or mildew and any mycotoxins, spores, scents, or by-products produced or released by fungi.	
Heave	Upward movement of the ground beneath the Building or Structures as a result of the soil expanding.	
Infrastructure Underground Services	Any underground services (gas, water, and electricity supply) that extend from the main supply to the base on which Structures are sited on the Premises as listed as insured in the Schedule.	
Injury	Death, Bodily Injury, disease, or illness.	
Insurer	Accelerant Insurance Europe SA	
Landslip	Downward movement of sloping ground.	
Period of Insurance	The length of time for which this contract insurance is in force, as shown in the Schedule and for which You have paid, and We have accepted a premium.	
Policy	The Policy is Your contract of insurance with the Insurer, comprising the Policy booklet and most recent Schedule, which includes any Endorsements.	
Pollution	Any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, Fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.	
Premises	This is the premises shown in the Schedule which is occupied by Your Business or for which You are responsible.	
Schedule	The Schedule is evidence of Your contract of insurance with Us.	



	It shows details of You, the Policy number, the Insurer, the location of the Premises, the property insured, any applicable Excess, the Period of Insurance, the Endorsements which apply and the premium.	
	The Schedule is part of the Policy, and a new Schedule will be issued when the Policy is altered	
Settlement	Downward movement as a result of the ground being compressed by the weight of the Building or Structure.	
Structures	Caravans (including caravans occupied as residences by Employees and caravans used as offices); Chalets, park homes, mobile homes, leisure lodges or similar property declared to, and accepted by, Us. This includes standard fixtures, fittings and equipment (including free standing furniture) supplied by the manufacturer/builder when new, frost protection systems, underground service pipes and cables prior to joining the main or shared service point, ancillary domestic outbuildings, fixed storage chests, steps, balconies, patios, decking, verandas, hot tubs, external gas bottles, solar panels, wind turbines, flotation devices, skirting and associated fences hedges and gates. All belonging to You or for which You are responsible and listed in the schedule.	
Storm	<ul> <li>A period of violent weather defined as:</li> <li>Wind speeds with gusts of at least 48 knots (55mph)* or;</li> <li>Torrential rainfall at a rate of at least 25mm per hour or;</li> <li>Snow to a depth of at least one foot (30 cm) in 24 hours or;</li> <li>Hail of such intensity that it causes damage to hard surfaces or breaks glass</li> <li>*Equivalent to Storm Force 10 on the Beaufort Scale.</li> </ul>	
Subsidence	Downward movement of the ground beneath the Building or Structure where the movement is unconnected with the weight of the Building or Structure.	
Sum Insured	The amounts you advise us you wish to insure for, that are detailed in your Schedule.	
Territorial Limits	The United Kingdom and elsewhere in the world in respect of Injury to or the acts or omissions of persons normally resident in the United Kingdom but temporarily engaged in the Business elsewhere in the world provided that the action for damages is brought against You in a Court in the United Kingdom.	
Third Party	A person other than You or an Employee.	
Underground Services	Any underground services (gas, water, and electricity supply) attached to the Buildings as listed in the Schedule and including services that extend from the Buildings to the base of any Structures on the Park.	
United Kingdom	England, Wales, Scotland, Northern Ireland, Channel Islands, and the Isle of Man.	
We, Our, Us	Compass Insurance acting for and on behalf of Your Insurer.	



Wear and Tear	A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.
You, Your, Insured	The person, persons or corporate body or other entity named in the Schedule.



### Part A - Your Business Insurances

We agree to insure You, subject to the terms and conditions contained in the Policy, against Damage You sustain or legal liability You incur for accidents happening during the Period of Insurance.

Cover under this Policy relates only to those Sections which are shown in the Schedule as being included

## **Section 1 – Buildings**

#### **Definitions**

The following definitions apply to this section only

Electric Charging Point	An approved Electric Charging Point that complies with BS EN 61851-1 standards, is fitted by an approved installer and is maintained and inspected in line with manufacturer requirements and specifications and is shown in the Schedule.
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths, and bath panels.
Unoccupied	When the Building has not been in normal use for more than thirty consecutive days.

#### **Standard Cover**

What is covered	What is not covered
We will pay for direct physical loss of or Damage to the Buildings occurring at the Premises during the Period of Insurance caused by the following:	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually
Fire, smoke, lightning, explosion,     earthquake, or subterranean fire	
Riot, civil commotion, strike, labour disturbances or locked out workers	
3. Malicious acts or vandalism	Loss or damage caused by deliberate acts by You, Your Family
Aircraft and other aerial devices or anything dropped or falling from them	
5. Flood, Storm, or tempest including hail or weight of snow	Damage  • by frost • to fences, gates and hedges
6. Theft or attempted theft	Damage by any person lawfully in the Building Any theft or loss arising from deception or use of stolen, forged, or invalid cheques/drafts/bank notes and the like
7. Escape of water, liquefied petroleum gas or oil from any fixed water or heating	Loss or Damage  • to the installation within or attached to any Buildings



	installation or bursting or overflowing of oil or liquefied petroleum gas storage tanks	<ul><li>when any Building is Unoccupied</li><li>Loss or Damage caused by corrosion</li></ul>
8.	Impact or collision by any vehicle, including goods falling therefrom, or animal	
9.	Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings, or masts	
10.	Water freezing in any fixed water or heating installation	Loss or Damage caused by corrosion  Loss or Damage when any Buildings are  Unoccupied
11.	Falling trees, flag poles, telegraph poles or lamp posts or any parts of them	Disposal costs of the fallen item in excess of £2,500 any one event
12.	Subsidence, Heave or Landslip of the site on which Your Buildings stand	<ul> <li>to Buildings caused by new Buildings bedding down</li> <li>to Buildings caused by newly made-up ground settling within 12 months of completion of building work</li> <li>to Buildings caused by Settlement, shrinkage or expansion;</li> <li>to Buildings caused by defective design;</li> <li>to Buildings caused by inadequate foundations, and or foundations which did not meet building regulations current at the time of construction;</li> <li>to Buildings caused by coastal or riverbank erosion;</li> <li>to Buildings occurring whilst undergoing demolition, structural alteration or structural repair;</li> <li>to solid floor slabs or Damage resulting from their movement unless the foundations beneath the external walls of the Buildings are destroyed or damaged at the same time and from the same cause;</li> <li>to swimming pools, hot tubs, artificial playing surfaces, oil, liquefied petroleum gas or gas tanks, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless the Buildings are damaged at the same time and from the same cause</li> </ul>
13.	Accidental Damage including Damage to Underground Services from the insured Buildings to the public mains for which You are responsible	<ul> <li>Any Damage caused by:</li> <li>any other event in the standard cover;</li> <li>any kind of rot, woodworm, damp, condensation, insects, vermin, Fungi, corrosion, atmospheric or climatic conditions;</li> </ul>



<ul> <li>faulty or defective workmanship,         defective design, or use of defective         materials;</li> <li>deterioration or any process of         cleaning, dyeing, restoration or repair;</li> <li>Settlement, shrinkage, or anything that         happens gradually;</li> </ul>
The costs of routine maintenance or normal costs of decoration
Damage to Buildings in course of construction or erection and materials or supplies in connection with such Buildings however this exclusion shall not apply to Damage to Underground Services

### **Section Extensions**

What is covered	What is not covered
	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually
1. Additional Expenses	
After a claim which is insured under the Standard Cover We will pay the following additional expenses or losses which You have incurred with Our permission:  • architects,' surveyors,' legal and other professional fees to rebuild or repair Your damaged Buildings  • the costs of removing debris, dismantling, demolishing, shoring up, propping up or supporting parts of Your Buildings which have been damaged,  • the additional costs of rebuilding or repairing the damaged parts of Your Buildings or Structures to meet any Government or Local Authority requirements, • costs incurred in the delivery and or re- siting of any insured Buildings or Structures at the Premises • costs incurred in refilling fire- extinguishing appliances and replacing used sprinkler heads • the costs of any necessary boarding up or temporary glazing pending replacement of broken glass and the removal and refixing of window fittings and other obstacles to replacement of any insured Buildings	Any costs of preparing a claim under this Policy



### 2. Loss of Rent This section is extended to include loss of rent receivable or payable, and/or alternative accommodation, including up to 2 years' ground rent, in respect of: the Buildings if insured Damage to the Buildings renders them unusable for their normal purpose but only in respect of the period necessary for reinstatement of Structures at the **Premises** for an amount not exceeding 10% of the Buildings item sum insured 3. Conveyancing Cover When You have exchanged contracts to sell Buildings, We will give the buyer the benefit of this insurance until the sale is completed. 4. Trace and Access (Applicable to Buildings only) This section is extended to pay You in respect of Buildings listed in the Schedule only: the costs incurred by You in locating the source of escape of water, liquefied petroleum gas or oil from any tank, installation, or pipe and the making good Damage caused as a consequence of locating such source the increased charges incurred by You following the loss of metered water, liquified petroleum gas or oil if the loss is caused by insured Damage to the tank, installation, or pipe The most We will pay You for any one claim is £25,000 5. Capital Additions This section is extended to pay any capital additions to each item of Buildings for: alterations, additions, or improvements to the Buildings (but no appreciation in value thereof); and newly acquired or newly occupied property provided that it is not otherwise insured anywhere in the **United Kingdom** Provided that You shall notify Us in accordance with the Change in Circumstances provision. The most We will pay You for any one claim is 10% of the relevant Buildings sum insured or £250,000, whichever is the lesser



6. Loss of Title Deeds	
This section is extended to pay up to £250 if You need to replace the title deeds of any Buildings	
7. Minor Contract Works	
This section is extended to include minor contract works to Buildings carried out by You or Your Employees at the Premises in respect of construction, alteration or renovation activities and any temporary emergency repairs carried out immediately to prevent further Damage.	Any demolition work
The most We will pay You for any one claim is £100,000	
8. Loss of Keys	
This section is extended to pay You for replacing locks, including keys, of the same quality, to:	
<ul><li>any external doors and windows; and</li><li>intruder alarms and safes installed</li></ul>	
if the keys are accidentally lost or stolen.	
The most We will pay You for any one claim is £1,000 in respect of any one Building	
9. Clean up Costs	
This section is extended to pay for any clean-up costs following flood or storm where there has been no loss or damage to insured Buildings, up to a maximum of £10,000 in any one claim or for any one event.	Loss or Damage covered by any other section of this insurance policy or any other insurance policy

#### **Section Conditions**

#### 1. Amount payable and adequacy of sum insured

In the event of insured Damage to any Buildings We will at Our discretion pay the full cost of repair or replacement without any deduction for Wear and Tear provided that:

- the property insured which is the subject of the claim has been maintained in good repair;
- the sum insured of the property insured when any Damage occurs is not less than the cost
- of replacing with new, You actually incur the cost of repair or replacement of the property insured that is lost or damaged.

In the event of the above provisions being complied with We will pay You up to but not exceeding the sum insured.

#### Additional provisions – Buildings

Should the sum insured when any Damage occurs be less than the current cost of replacing with new (including the cost of debris removal and professional fees), then You will be considered to be Your own insurer for the difference and shall bear a proportional share of the claim costs accordingly.

Provided that Our total liability during the Period of Insurance shall not exceed the sum insured.

### 2. Buildings - Day One (15%) uplift



The premium in respect of Buildings has been calculated on a Declared Value basis and incorporates an automatic uplift of 15%. This shall mean Your assessment of the cost of reinstatement of the Buildings at the start of each Period of Insurance (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the Condition provides, due allowance for

- the additional cost of reinstatement to comply with Public or Local Authority requirements;
- professional fees;
- debris removal

At the start of Period of Insurance, You shall notify Us of the Declared Value of the property insured by the said Item. In the absence of such declaration the last amount declared by You shall be taken as the Declared Value for the ensuing Period of Insurance.

Each Item insured under this Condition is declared to be separately subject to the following condition of Average:

If at the time of Damage, the Declared Value of the Buildings is less that the cost of reinstatement at the start of the Period of Insurance then Our liability for any Damage hereby insured shall be limited to that proportion thereof which the Declared Value bears to the cost of reinstatement.

Where no payment is to be made beyond the amount which would have been payable under this Policy Our rights and liabilities and Your rights and liabilities in respect of the loss, destruction or Damage shall be subject to the limits, terms, conditions and exclusions of this Policy including any condition of Average therein, as if this Section Condition had not been incorporated therein except that the sums insured shall be limited to the percentage as stated in the Schedule.

The provisions of Section Extension 5 – Capital Additions shall not be subject to this Condition.



## Section 2 – Hire Fleet and Sales Stock

### **Definitions**

The following definitions apply to this section only

Contents	Contents of Hire Fleet Structures occupied as holiday accommodation, Sales Stock Structures, or any Hire Fleet or Sales Stock Structure occupied as residential accommodation by an Employee including:  • Household goods including but not limited to barbeques, electrical household goods, fire extinguishers and alarms, free standing or nonfitted furniture, garden furniture and equipment, gas bottles, foodstuffs inside the Structures which belong to You, or for which You are responsible.  • domestic oil in fixed fuel oil tanks up to £500.
Drain Down	The process of draining down the Structure (to the manufacturer specifications) which must include, but not be limited to, the following steps.
	<ul> <li>Switch off the heater and turn off the water supply.</li> <li>Open the structure's external taps, usually located underneath the structure. These are used to drain down the structure.</li> <li>Turn on all the internal taps until they're fully drained, do this for all hot and cold water outlets including all sinks.</li> <li>Flush all toilets and let the water empty out.</li> <li>Turn on the shower, and let the water drain out. You should also remove the shower head and connecting pipe to help the water flow away.</li> <li>Using compressed air, blow through the pipes to remove any remaining water.</li> <li>Pour non-toxic anti-freeze down the toilet and any plug holes to remove water residue.</li> <li>Close and lock all windows, skylights, and doors to stop cold air from entering the structure</li> <li>You must pay close attention to your boiler and external pipes as they're most likely to suffer damage from the cold.</li> </ul>
Hire Fleet	Any Structures held by You that are available for use as a holiday or residential let
	(including use by Your Employees) at the Premises and any additional location noted on the Schedule
Sales Stock	Any Structures held by You that are available for sale, whether sited or un-sited
Unoccupied	When the Structure has not been in normal use for more than seventy-two consecutive hours.



## **Standard Cover**

What is covered What is not covered		
We will pay for direct physical loss of or Damage to the Structures occurring at the Premises during the Period of Insurance caused by the following:	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually	
Fire, smoke, lightning, explosion, earthquake, or subterranean fire		
Riot, civil commotion, strike, labour disturbances or locked out workers		
3. Malicious acts or vandalism	Loss or damage caused by deliberate acts by You, Your Family, or any person lawfully in Your Structures other than a hirer or renter.	
Aircraft and other aerial devices or anything dropped or falling from them		
5. Flood, Storm, or tempest including hail or weight of snow	by frost     to fences, gates and hedges     arising from seepage of water into the Structures through seams or seals from anything that happens gradually     to any touring caravan used and insured as a static holiday caravan	
6. Theft or attempted theft	by any person lawfully in the Structure     to any touring caravan used and insured as a static holiday caravan unless     a proprietary anti-theft device has been fitted to the tow hitch, or the tow hitch is removed entirely from the vicinity of the Structures; or     wheel on each axle has been secured with a wheel clamp of the type which cannot be removed when the wheel tyre is deflated; or     the wheels are removed entirely from the vicinity of the Structure.  Any theft or loss arising from deception or use of stolen, forged, or invalid cheques/drafts/bank notes and the like	
7. Escape of water, liquefied petroleum gas or oil from any fixed water or heating installation or bursting or overflowing of oil or liquefied petroleum gas storage tanks	to the installation within or attached to any Buildings     when any Building or Structure is Unoccupied	



	Loss or Damage caused by corrosion
8. Water freezing in any fixed water or heating installation  8. Water freezing in any fixed water or heating installation  8. Water freezing in any fixed water or heating installation  8. Water freezing in any fixed water or heating installation  8. Water freezing in any fixed water or heating installation	Loss or damage caused by corrosion or Wear and Tear.  Loss or damage occurring when the between 1st November and 1st March and when the Park is Closed unless the following precautions have been taken.  1. If your Park is open and a Structure is not in use or is unoccupied:  • Ensure that the water has been turned off at the mains stopcock, all taps are left open, sinks and plug holes are left unobstructed, or the full central heating system has been set to operate daily and overnight to avoid frost.  2. If your Park is closed  • Turning off the water at the mains stopcock and fully Draining Down all equipment to the manufacturer's specifications (including blowing compressed air through the system to ensure residual water is removed); or  • Leaving a proprietary sealed heating system that contains anti-freeze and has been maintained to the manufacturers specification in operation  Any loss or damage to the boiler, heating or water installation where the precautions detailed in 1 and 2 have not been taken.
Impact or collision by any vehicle, including goods falling therefrom, or animal	Loss or damage by any vehicle where compulsory motor insurance is required under the Road Traffic Act
10. Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings, or masts	
11. Falling trees, flag poles, telegraph poles or lamp posts or any parts of them	Disposal costs of the fallen item in excess of £2,500 any one event  The cost of removing and disposing of any fallen item where no damage has occurred to your Structures
12. Subsidence, Heave or Landslip of the site on which Your Structures stand and for which You are legally responsible.	the bedding down of new Structures or the Settlement of newly made-up ground within 12 months of completion of building work     defective design     inadequate foundations and or foundations which did not meet building regulations current at the time of construction; or



	<ul> <li>coastal or riverbank erosion</li> <li>Loss or damage occurring while Your Structures is undergoing demolition, structural alteration, or structural repair</li> </ul>
13. Accidental Damage including Damage to Infrastructure Underground Services from the insured Structures to the public mains for which You are responsible	<ul> <li>Any event already covered by any other part of this Policy</li> <li>any kind of fungi, rot, woodworm, moth, damp, or frost; or</li> <li>faulty manufacture, faulty workmanship or use or defective materials; or</li> <li>deterioration of any process of cleaning, dyeing, restoration; or</li> <li>corrosion, Wear and Tear, Settlement, shrinkage, or anything that happens gradually</li> <li>The costs of routine maintenance or normal costs of decoration</li> <li>Loss or damage to any part of a machine or system arising out of its own mechanical or electrical fault, breakdown, burn out or failure</li> </ul>

### **Section Extensions**

What is covered	What is not covered
	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually
1. Additional Expenses	
After a claim which is insured under the Standard Cover, We will pay the following additional expenses or losses which You have incurred with Our permission:  • architects,' surveyors,' legal and other professional fees to rebuild or repair Your damaged Structures, • the costs of removing debris, dismantling, demolishing, shoring up, propping up or supporting parts of Your Structures which have been damaged, • the additional costs of rebuilding or repairing the damaged parts of Your Buildings or Structures to meet any Government or Local Authority requirements, • costs incurred in the delivery and or re- siting of any insured Structures at the Premises	Any costs of preparing a claim under this Policy



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2. Loss of Rent  This section is extended to include loss of rent	
receivable or payable, and/or alternative	
accommodation, including up to 2 years' ground rent, in respect of:	
the Structures rendered uninhabitable	
because of any Damage which is	
insured under the Standard Cover for an amount not exceeding 10% of the	
Structures item sum insured	
3. Conveyancing Cover	
When You have exchanged contracts to sell	
Structures, We will give the buyer the benefit of this insurance until the sale is completed.	
4. Trace and Access	
This section is extended to pay You in respect of	
Structures listed in the Schedule only:	
<ul> <li>the costs incurred by You in locating the source of escape of water, liquefied</li> </ul>	
petroleum gas or oil from any tank,	
installation, or pipe and the making good Damage caused as a consequence	
of locating such source	
<ul> <li>the increased charges incurred by You following the loss of metered water,</li> </ul>	
liquified petroleum gas or oil if the loss is	
caused by insured Damage to the tank, installation, or pipe	
The most We will pay You for any one claim is	
£2,500	
5. Loss of Title Deeds	
This section is extended to pay up to £250 if You need to replace the title deeds of any	
Structures.	
6. Loss of Keys	
This section is extended to pay You for replacing	
locks, including keys, of the same quality, to:	
<ul><li>any external doors and windows; and</li><li>intruder alarms and safes installed</li></ul>	
if the keys are lost or stolen.	
The most We will pay You for any one claim is £350 in respect of any one Structure	
7. Unspecified Sales Stock or Un-sited Units	
This section is extended to include Damage to	
unspecified Sales Stock Structures and other units (which are not permanently sited or	
included in the list of specified units insured that	
is incorporated within the Schedule) belonging	



to You or for which You are responsible whilst located at the insured Premises shown in the Schedule and up to £250,000.

Should the total value of the property insured by this Extension be more than £250,000, or the value stated in the Schedule, whichever is greater, when any Damage occurs, then You will be considered as being Your own insurer for the difference and shall bear a rateable share of the loss accordingly.

#### 8. Moving Sales Stock and Hire Fleet

This section is extended to include Damage to Sales Stock and Hire Fleet that is owned by You and listed in the Schedule occurring as a result of the moving or siting of the structure on the Premises up to a maximum of £10,000.

Damage caused during the delivery of the structure by the manufacturer or other haulage provider.

Damage occurring away from the Premises.

#### 9. Caravan Transit

This section is extended to include Loss or Damage to any Structure whilst in transit anywhere within the United Kingdom including loading and unloading up to but not exceeding £50,000 any one load Loss or Damage resulting in or caused by scratching or bruising;

Loss or Damage caused by theft or attempted theft from an unattended vehicle or trailer, except as below.

- When the vehicle or trailer is left unattended for up to two hours;
- When the vehicle or trailer is left unattended in a locked compound for more than two hours, provided the carrying vehicle manufacturer's immobilizer is activated;
- When the vehicle or trailer is left unattended not in a locked compound for more than two hours, provided the carrying vehicle manufacturer's immobilizer is activated; subject to exclusion of the first £1,000 of each and every loss involving theft or attempted theft.



#### **Section Conditions**

#### 1. Amount payable and adequacy of sum insured

In the event of insured Damage to any Buildings or Structures We will at Our discretion pay the full cost of repair or replacement without any deduction for Wear and Tear provided that:

- the property insured which is the subject of the claim has been maintained in good repair;
- the sum insured of the property insured when any Damage occurs is not less than the cost of replacing with new, You actually incur the cost of repair or replacement of the property insured that is lost or damaged.

In the event of the above provisions being complied with We will pay You up to but not exceeding the sum insured.

#### 2. Additional provisions – Structures

In the event that Provision 1 above is not complied with, or in respect of the following Structures:

- any caravan, chalet, leisure lodge, mobile or park home that is up for sale;
- any park home not built to BS3632 or manufactured before the date shown on the Schedule of insured Structures;
- unspecified Sales Stock or un-sited units

We will only pay You for the cost of repair or replacement after allowance has been made for Wear and Tear of the insured property lost or damaged up to but not exceeding the sum insured. Should any property be of greater value than the sum insured when any Damage occurs then You shall be considered to be Your own insurer for the difference and shall bear a proportional share of the claim costs accordingly.

Provided that Our maximum liability during the Period of Insurance shall not exceed the sum insured.



## **Section 3 - Contents**

### **Definitions**

The following definitions apply to this section only

Assault	An assault for the purposes of theft or attempted theft of Contents or Money including assault, violence, or threats thereof.	
Bodily Injury	Visible bodily injury to the Insured Person caused solely and directly by an Assault.	
Contents	Office furniture, Business stationery, sales material, photocopiers, and printers owned by You or for which You are responsible.	
	Trade Contents comprising machinery, plant, Park Machines, and all other contents normally associated with the Business all belonging to You or for which You are responsible.	
	Trade Contents does not include Valuables or Money.	
Hired-in Plant	Shall mean equipment You hire under the Model Conditions for the Hiring of Plant recommended by the Construction Plant–Hire Association or the Scottish Plant Owners Association or conditions not more onerous which have been evidenced in writing and accepted and exchanged between all bound parties.	
Insured Person	The park owner or any partner, director or Employee aged not less than 16 years nor more than 70 years.	
Money	Negotiable or Non-Negotiable Money	
Negotiable Money	Currency (notes and coins), uncrossed cheques, pre- signed blank cheques, traveller's cheques, uncrossed money orders, uncrossed postal orders, uncrossed bankers' drafts, current postage stamps, luncheon vouchers, bills of exchange, trading stamps, gift tokens, consumer redemption vouchers and telephone cards all pertaining to the Business and belonging to You or for which You are responsible.	
Non- Negotiable Money	Crossed cheques, crossed bankers' drafts, crossed postal orders, crossed money orders, credit card sales vouchers, unexpired units in franking machines and V.A.T. purchase invoices all pertaining to the Business and belonging to You or for which You are responsible	
Personal Money	<ul> <li>Current legal tender, cheques, postal and money orders</li> <li>Postage stamps not forming part of a stamp collection</li> <li>Saving stamps and saving certificates, travellers cheques, pre-paid currency cards</li> <li>Premium bonds, gift vouchers and gift tokens</li> <li>Travel tickets</li> <li>Sporting or entertainment season tickets</li> <li>all held for private, domestic, or charitable purposes.</li> </ul>	
Park Machines	Self-propelled plant, maintenance tools and equipment used in connection with the Business but excluding Hired-in Plant	



Unoccupied	When the Building has not been in normal use for more than thirty consecutive days.
Valuables	Jewellery, bullion, furs, securities, works of art, antiques, rare books, coin, medal and stamp collections, precious metals including articles composed of such materials.

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## **Standard Cover**

What is covered	What is not covered
We will pay for direct physical loss of or Damage to the Contents occurring at the Premises during the Period of Insurance caused by the following:	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually
Fire, smoke, lightning, explosion,     earthquake, or subterranean fire	
Riot, civil commotion, strike, labour disturbances or locked out workers	
3. Malicious acts or vandalism	Loss or damage caused by deliberate acts by You, Your Family
4. Aircraft and other aerial devices or anything dropped or falling from them	
5. Flood, Storm, or tempest including hail or weight of snow	<ul> <li>by frost</li> <li>to fences, gates and hedges</li> <li>arising from seepage of water into the Structures through seams or seals from anything that happens gradually</li> <li>to any the contents of any touring caravan used and insured as a static holiday caravan</li> </ul>
6. Theft or attempted theft	Any theft or any attempted theft not involving entry to or exit from the Buildings by forcible or violent means  Damage by any person lawfully in the Structures  Any theft or loss arising from deception or use of stolen, forged, or invalid cheques/drafts/bank notes and the like
7. Escape of water, liquefied petroleum gas or oil from any fixed water or heating installation or bursting or overflowing of oil or liquefied petroleum gas storage tanks	Loss or Damage  to the installation itself caused by corrosion or of any item in the Structures when any Buildings or Structures are left Unoccupied
Impact or collision by any vehicle, including goods falling therefrom, or animal	



9.	Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings, or masts	Damage to this equipment if insured by Section 1 - Buildings
10.	Falling trees, flag poles, telegraph poles or lamp posts or any parts of them	Disposal costs of the fallen item if insured by Section 1 - Buildings
11.	Subsidence, Heave or Landslip of the site on which Your Buildings stand	Damage caused by coastal or riverbank erosion Damage occurring whilst the Buildings or Structures are undergoing demolition, structural alteration, or structural repair
12.	Accidental Damage	<ul> <li>Any Damage caused by:         <ul> <li>any other event in the standard cover;</li> <li>any kind of rot, woodworm, damp, condensation, insects, vermin, Fungi, corrosion, atmospheric or climatic conditions;</li> <li>faulty or defective workmanship, defective design, or use of defective materials;</li> <li>deterioration or any process of cleaning, dyeing, restoration, or repair;</li> <li>Settlement, shrinkage, or anything that happens gradually;</li> </ul> </li> <li>The costs of routine maintenance or normal costs of decoration</li> <li>Damage to any part of a machine arising from its own ignition electrical fault, breakdown, burn out or failure, however Damage resulting from such ignition, fault, breakdown, burn out or failure is covered</li> </ul>

### **Section Extensions**

What is covered	What is not covered
	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually
<ul> <li>1. Freezer Contents</li> <li>This section is extended to pay You the cost of replacing food contained in a proprietary freezer unit whilst in the Premises if it is spoilt by: <ul> <li>the freezer unit accidentally breaking down;</li> <li>the refrigerant escaping from the unit; or</li> <li>the electricity or gas supply accidentally failing</li> </ul> </li> </ul>	Damage caused by:  • failure of the electricity of gas supply due to strikes or other withdrawal of labour by persons employed by the appropriate authority  • failure of the electricity or gas supply by deliberate act of the appropriate Authority to restrict supply, or  • wilful act or neglect by You



The most We will pay You for any one claim is 5% of the Contents sum insured

#### 2. Park Machines

Providing You have included the value of such items in Your Contents sum insured this section includes cover for Damage to Park Machines owned by You or for which You are responsible whilst in use at the Premises

The most We will pay You in respect of any one unspecified item is £100,000

Damage from atmospheric conditions, frost, Wear and Tear, depreciation, gradual deterioration, any process of cleaning, restoring, repairing, or dismantling any part of the property.

#### Damage arising:

- from mechanical breakdown of any machine or part thereof.
- to any part of any machine by its own ignition, electrical breakdown, or burnout, however, Damage caused by such ignition, electrical breakdown or burnout is covered

Damage to tyres caused by application of brakes or from punctures, cuts, and bursts

Theft or any attempted theft of items with

Theft or any attempted theft of items with a replacement value of £20,000 or more when not in use if not in a secure compound or if not involving entry to or exit from the Buildings by forcible or violent means

#### 3. Loss of Money

This section is extended to pay You for any single loss of Negotiable Money occurring during the Period of Insurance whilst:

- in transit with the United Kingdom to the bank or in bank night safes and thereafter within bank premises until at bank's risk provided that in the event the amount in transit shall be:
  - up to £5,000 it shall be accompanied by an able-bodied adult person
  - up to £10,000 it shall be accompanied by a minimum of two able-bodied adult persons
  - up to £15,000 it shall be accompanied by a minimum of three able-bodied adult persons
  - up to £20,000 it shall be accompanied by a minimum of four able-bodied adult persons
- up to £500 in any private residence attended by You or any partner, director, or Employee:
- 3. On the Premises
  - up to £10,000 during Business Hours:
  - up to £1,000 out of Business Hours and not in a locked safe or strongroom:
  - up to £5,000 whilst in a locked safe or strongroom:

Any loss arising from fraud or dishonesty of any Employee:

- unless discovered within fourteen working days after the event;
- if covered by fidelity guarantee insurance

Shortages due to depreciation in the value of currency, dishonoured cheques, counterfeit Negotiable Money, or Non-Negotiable Money, error, or omission

Any loss from an unattended vehicle



- Up to £2,500 within any gaming or, vending machine:
- Up to £5,000 within any automated teller machine:

We will also pay You in the event of loss of or Damage directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured to:

- any safe or strongroom;
- any case, bag, or waistcoat when such are used for the carriage of Negotiable Money or Non- Negotiable Money;

Any single loss of Non-Negotiable Money; up to £500,000

#### 4. Personal Accident (Assault)

This section is extended to pay You or Your legal personal representative the compensation shown for any of the Results specified below for Bodily Injury suffered by any Insured Person as a result of an Assault and such Injury shall independently of any other cause be the sole cause of death or disablement.

- (a) Result Death Compensation £10.000
- (b) Result Loss of Sight Compensation £10.000
- (c) Result Loss of Limbs Compensation £10.000
- (d) Result Permanent or Temporary
  Total Disablement Compensation —
  £100 per week or 100% of gross weekly
  wage whichever is the lower

Compensation for Result (d) shall be payable when the total amount has been agreed by You or at Your request at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt of written notice of any Injury by Us for a period not exceeding 104 weeks from the commencement of the Result and shall cease on compensation becoming payable under one of results (a) to (c).

In the event of loss of or Damage to the personal effects of the Insured Person following an Assault We will pay for such Damage up to an amount not exceeding £500 in respect of each Insured Person

#### 5. All Risks

This section extends to pay for direct physical Damage to Contents whilst temporarily anywhere within the United Kingdom, or temporarily removed from the Premises or Buildings or Sales Stock Structures to a place

#### Any Damage to

 computer and computer systems' records, or



within the United Kingdom, including transits thereto and therefrom.

Sums Insured are as detailed in the Schedule; a maximum limit for any one unspecified item of £1.000.

The most we will pay for Contents temporarily removed is 10% of the Contents sum insured for any one claim.

• property removed from the Premises for a period in excess of 30 days

Any Damage caused by or arising from

- any kind of rot, woodworm, damp, condensation, Fungi, corrosion, frost, changes in temperature or atmospheric or climatic conditions
- deterioration or any process of fitting, testing, servicing, repair, renovation restoration, dyeing, cleaning, or adjustment
- infestation by vermin or insects
- faulty or defective workmanship, defective design, or use of defective materials
- dampness, dryness, marring or scratching
- storm or flood to Contents left in the open
- Settlement, shrinkage, latent defect.
- theft or attempted theft or Damage from any unattended vehicles or trailers unless there is evidence of forcible and violent entry into the vehicle or trailer

Damage to any part of a machine arising from its own ignition electrical fault, breakdown, burn out or failure however Damage resulting from such ignition, fault, breakdown, burn out or failure is covered.

# 6. Metered water, liquefied petroleum gas or oil

We will pay You for loss of metered water, liquefied petroleum gas or oil if the loss is caused by insured Damage to the fixed domestic water or heating installation.

The most We will pay You in any one Period of Insurance is £500

Damage to liquified petroleum gas or oil not used for heating purposes.

#### 7. Loss of Fish Stocks

This section is extended to pay You for the death of fish stocks caused by accident. In the event of a loss, We will pay the market value of the fish at the time of loss meaning the cost to replace the dead fish with fish of the same species including:

- delivery charges;
- any Section 30 Stocking consent application fees requirements. The most We will pay You for any one loss and in any one Period of Insurance is £10,000

Theft, mysterious or unexplained shortages Intentional slaughter, whether by or under the order of any government or public or local authority

Removal and disposal costs

Legal liability of whatever nature



#### 8. Seasonal Increase

The sum insured on stock of beers, wines, spirits, cigarettes, tobacco and other food and drink stock in trade insured by Contents is increased in each Period of Insurance by:

- 25% from 1 December to 11 January; and
- 25% for a period of 15 days preceding and including any Bank or Public Holiday other than occurring in the period above and for a period of 15 days thereafter

#### 9. Goods in Transit

We will pay You in respect of Damage to Contents or goods held in trust or for which You are responsible whilst being carried, from the time the property insured is loaded to the time it is unloaded at its destination, by any method of conveyance including loading, unloading, packing and unpacking and whilst temporarily housed for up to 30 days whilst in the course of such transit anywhere in the United Kingdom.

The most We will pay You for any one loss or series of losses arising from any one event during the Period of Insurance is £50,000

Deterioration of goods conveyed in frozen or chilled condition due to faulty packing or incorrect setting or operation of the temperature controlling equipment unless due to fire, theft or attempted theft or accident to the conveying vehicle

For Damage due to or caused by natural deterioration, Fungi, infestation, vermin, or insects

Theft, attempted theft, or Damage to Contents in:

- any vehicles or trailers left where there is no one in charge keeping the vehicle or trailer under observation and there is no prospect of preventing any unauthorised interference with it from 21.00 hours, or whenever the vehicle or trailer was last occupied if earlier, to 06.00 hours or until the vehicle is first used if earlier;
- soft topped, open topped, open sided or curtain sided vehicles or trailers unless the vehicle or trailer is stolen at the same time

Theft of or Damage to Money, Valuables or living creatures

#### 10. Hired in or Borrowed Plant

We will pay for

- 1. Loss or Damage to Park Equipment:
  - a. temporarily hired-in; or
  - temporarily hired or borrowed by You on a neighbourly basis for use in Your park activities whilst in Your custody and control at the Premises
- 2. Your legal liability under the terms of any hire agreement to pay:
  - a. for the Loss or Damage to the Hired-in Plant; and

We shall not be liable under this Extension for:

- Loss or Damage caused by or arising from Your wilful acts and/or wilful neglect
- continuing hire charges in respect of tower cranes or scaffolding
- Park Machinery You loan hired-in or borrow for which more specific insurance is operative
- Loss or Damage or wear and tear arising out of the normal operation of the item of equipment or plant



 continuing hiring charges for Hired-in Plant following Loss or Damage insured under 2.a.
 above

whilst the Hired-in Plant is at the Premises or whilst in transit (other than by sea or air) between Premises.

The cover provided by this Extension is subject to the following:

- Indemnity shall only apply in respect of Hired-in Plant or Park Equipment loaned hired or borrowed for which a valid claim has otherwise been admitted under this section.
- Cover under part 2.b. above in respect of each affected item shall not exceed an amount equal to its hire charges for 90 days following its Loss or Damage.

 Loss or Damage to Park Machinery whilst it is being driven on a road or public highway as defined in Section VI of the Road Traffic Act 1988.

The maximum amount that We will pay under this extension is £25,000 in respect of any one claim.

#### **Section Conditions**

#### 1. Amount payable and adequacy of sum insured

In the event of insured Damage to the Contents, We will pay the full cost of repair or replacement (at Our discretion) without any deduction for Wear and Tear provided that:

- the Contents have been maintained in good repair;
- the sum insured when any Damage occurs is not less than the current cost of replacing with new, including the cost of debris removal;
- You actually incur the cost of the repair or replacement of the damaged property; and
- the replacement property is substantially the same as but not better than the original property when new.

In the event of the above provisions not being complied with We will only pay You for the cost of repair or replacement after allowance has been made for Wear and Tear of the property lost or damaged up to but not exceeding the sum insured. Should any property be of greater value than the sum insured when any Damage occurs then You shall be considered to be Your own insurer for the difference and shall bear a proportional share of the claim costs accordingly.

Provided that Our maximum liability during the Period of Insurance shall not exceed the sum insured.

#### 2. Claim Settlement (Applicable to Extension 10 Goods in Transit)

We will pay You the cost price of the property insured at the time the Damage occurred or We may at Our option repair or replace lost or damaged items.

### 3. Precautions (Applicable to Extension 10 Goods in Transit)

You must ensure that:

- vehicles and trailers are maintained in a roadworthy condition; and
- security locks and other security devices are maintained in efficient working conditions.
- We shall have no liability under the Policy, if You fail to comply with the above provisions, unless
  You show that non-compliance with these provisions could not have increased the risk of the loss
  which actually occurred in the circumstances in which it occurred.



## **Section 4 - Computer All Risks**

### **Definitions**

The following definitions apply to this section only

Business Hours	The period during which the Premises are trading or operating for Business purposes by You or any partner, director or Employees who is entrusted with Computer Equipment including interconnecting wiring, fixed disks and telecommunications equipment including fax machines used for the storage and communication of electronically processed Data owned by You or for which You are responsible.	
Computer Equipment	Equipment used for the electronic processing, communications and storage of Data consisting of Installed Computer Equipment and Portable Computer Equipment	
Computer Media	Data carrying materials of all types Software Programs or Data other than paper records.	
Fixed Media	The Computer Media integral to Computer Equipment.	
Hacking	Unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves Data, whether Your property or not.	
Indemnity Period	The period beginning with the occurrence of an Insured Incident and ending not later than the last day of the indemnity period specified in the Schedule during which the results of the Business shall be affected in consequence of the Insured Incident.	
Installed Computer Equipment	Mainframe servers, personal computers and other installed equipment including:     fixed disks interconnecting wiring and telecommunications equipment     printers, scanners, and other peripheral computer equipment solely for use with other insured Installed computer equipment excluding equipmer controlling any manufacturing process	
Insured Incident	<ul> <li>(i) Damage insured by this Section</li> <li>(ii) Reinstatement of Data and Reinstatement of Programs insured by this Section</li> <li>(iii) Damage recoverable under guarantee or under a maintenance rental hire or lease agreement on the insured property and for which there is not in force an insurance covering Your interest in respect of this insured property for such Damage</li> <li>(iv) Damage to any item due to its own breakdown or derangement if a maintenance rental or lease agreement is not in force on such item</li> <li>(v) Any accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the Premises in which the insured property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property</li> </ul>	



	<ul> <li>(vi) The accidental failure of the electricity supply in the distribution wiring within the Premises in which the insured property is situated not occasioned by failures as in (v) above</li> <li>(vii) The accidental failure of any telecommunications system used in connection with the insured property not occasioned by</li> </ul>	
	(a) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its Employees	
	(b) the use by You of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system (viii)	
	(a) Damage to the Premises in which the insured property is situated or to any contents thereof and/or	
	<ul><li>(b) the exercise by any public and/or police authority of its powers for the sole purpose of safeguarding life</li></ul>	
	which prevents You gaining access to and/ or using the Computer Equipment.	
Media	Solely the materials on which Data and/or Programs are recorded.	
Portable Computer Equipment	<ul> <li>Equipment that is designed to be carried on or by a person consisting of:</li> <li>laptops palmtops notebooks and tablet personal computers</li> <li>personal digital assistants and smartphones, including mobile devices where the sole or primary function of the item is to make/send and receive telephone calls and SMS messages</li> <li>removable vehicle satellite navigation systems and digital cameras</li> <li>printers, projectors broadband modems and other devices which connect to other portable computer equipment.</li> </ul>	
Programs	A sequence of instructions given to a computer which is either purchased or written on a custom basis owned leased or rented by You or for which You are legally responsible	
Reinstatement of Data	The reinstatement of data following accidental loss distortion corruption or erasure of such Data.	
Reinstatement of Programs	The reinstatement of programs following accidental loss distortion corruption or erasure of such Programs.	
Unfixed Media	Computer Media (other than Fixed Media) owned by or leased hired or rented to You.	
Virus or Similar Mechanism	Program code programming instruction or any set of instructions intentionally constructed with the ability to Damage interfere with or otherwise adversely affect computer Programs Data files or operations whether involving self-replication or not. This includes but is not limited to viruses trojan horses, worms, and logic bombs.	



## **Standard Cover**

What is covered	What is not covered
We will pay for direct physical loss of or Damage occurring at the Premises during the Period of Insurance caused by the following:	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually Damage to any item of Computer Equipment including Fixed Media due to its own breakdown or derangement unless such item is at the time of the Damage the subject of a maintenance, rental, hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance at inclusive cost
Accidental Damage to Computer Equipment and Computer Media  In the event of Accidental Damage to the property insured described in the Schedule (other than by an excluded cause) We will pay You in accordance with the Basis of Settlement	Accidental loss distortion corruption or erasure of Programs and Reinstatement of Programs and Reinstatement of Data or the value to You of the Data contained therein
2. Reinstatement of Programs In the event of accidental loss distortion corruption or erasure of Programs recorded on Computer Media insured by Standard Cover 1 We will pay the costs reasonably incurred by You in the Reinstatement of Programs	Any Reinstatement of Data or the value to You of the Data contained therein
3. Reinstatement of Data In the event of accidental loss distortion corruption or erasure of Data recorded on Computer Media insured by Standard Cover 1 We will pay the costs reasonably incurred by You in the Reinstatement of Data	
4. Seek Destroy and Prevent	
The cost reasonably incurred by You in:  (i) locating and removing a Virus or Similar Mechanism contained in any insured host program or executable disk segment within the Computer Equipment or contained in Computer Media solely to avoid or minimise corruption  (ii) employing professional consultants to recommend potential improvements to avoid a similar occurrence of Virus or Similar Mechanism or Hacking  (iii) re-working any Data projects to incorporate improvements in the protection of Data recommended under (ii) above.	



Provided that:	
<ol> <li>You become aware of the presence of the Virus or Similar Mechanism during the Period of Insurance</li> <li>We have agreed to the actions being taken</li> </ol>	
5. Increased Costs of Working	
If the computer operations of the Business at the Premises or elsewhere (and detailed in the Schedule) shown against the items stated in the Schedule applying to this Cover are interrupted or interfered with due to the occurrence during the Period of Insurance of an Insured Incident We will pay the additional expenditure incurred by You during the Indemnity Period in consequence of such interruption or interference.  The most We will pay You for any one loss and in any one Period of Insurance is £100,000	The value to You of the Data contained therein

## **Section Extensions**

What is covered	What is not covered
<ul> <li>1. Removal of Debris</li> <li>We will pay You for costs and expenses incurred by You with Our consent in: <ul> <li>removing debris;</li> <li>dismantling and/or demolishing;</li> </ul> following a loss insured by this Section</li> </ul>	Any costs and expenses     incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site     arising from the Pollution of property not insured by this Section
Temporary Repairs and/or Expediting     Costs  We will pay You for costs incurred in the making of temporary repairs upon and/or the expediting of the repair reinstatement or replacement of insured property consequent upon Accidental Damage covered by this Section	
<ul> <li>Incompatibility of Computer Records</li> <li>We will pay You for costs of:         <ul> <li>modification of Computer Equipment including Fixed Media; or</li> <li>replacement of Unfixed Media</li> </ul> </li> <li>together with Reinstatement of Programs and/or Data thereon (whichever is less) to achieve compatibility in the event that loss or destruction of Computer Equipment insured by this Section has resulted in undamaged Unfixed</li> </ul>	



Media being incompatible with the replacement Computer Equipment	
4. Additional Property	
We will pay You for Accidental Damage to property acquired after the commencement of the Period of Insurance for the period up to the next renewal date subject to You notifying Us in accordance with the Change in Circumstances provision	
5. Additional Rentals	
In the event of Accidental Damage insured by this Section We will pay for the cost of additional rental charges in respect of the replacement of property insured which is under a lease/hire agreement by a new contract for similar property	More than £2,000 in any one claim
6. Accidental Discharge of Gas Flooding Systems	More than £5,000 in any one claim
We will pay You for costs and expenses to conform to current health and safety legislation in respect of refilling the cylinders of any gas flooding systems installed solely for the protection of the Computer Equipment arising out of the accidental discharge of such systems	Profe man 25,000 in any one claim
7. Professional Accounts Charges	
We will pay You for costs incurred for Your professional accountants for producing particulars of any claim for which cover is provided by Standard Cover 4 (Seek Destroy and Prevent)	More than £25,000 in any one claim
8. Fire Extinguisher Expenses	
We will pay You for costs incurred in recharging replenishing or replacing fire extinguishing appliances (other than gas flooding systems) and replacing sprinkle heads in automatic sprinkler installations rendered necessary as a result of fire at the Premises for which liability is admitted under this Section	
9. Consulting Engineers' Fees / repair Investigation Costs	
We will pay You for such fees and costs incurred with Our prior consent in conducting investigations and/ or tests into possible repair reinstatement (whether or not successful) or replacement consequent upon Accidental Damage insured by this Section but not for preparing any claim	



### **Section Conditions**

## Amount payable and adequacy of sum insured

In the event of insured Damage to the Computer Equipment and Computer Media, We will pay the full cost of repair or replacement (at Our discretion) without any deduction for Wear and Tear provided that:

- the Computer Equipment has been maintained in good repair;
- the sum insured when any Damage occurs is not less than the current cost of replacing with new;
- · You actually incur the cost of the repair or replacement of the damaged property; and
- the replacement property is substantially the same as but not better than the original property when new.

In the event of the above provisions not being complied with We will only pay You for the cost of repair or replacement after allowance has been made for Wear and Tear of the property lost or damaged up to but not exceeding the sum insured. Should any property be of greater value than the sum insured when any loss or Damage occurs then You shall be considered to be Your own insurer for the difference and shall bear a proportional share of the claim costs accordingly.

In the event of the property insured sustaining Damage in part only Our liability shall not exceed the amount We would have paid had such items been entirely destroyed.

Provided that Our maximum liability during the Period of Insurance shall not exceed the sum insured.

## 2. Portable Computer Equipment

In the event of theft or attempted theft of Portable Computer Equipment from any vehicle which has been left unattended, being where You are not in a position to keep the vehicle under observation and able to prevent any unauthorised interference with or access to the vehicle, We will only pay You for such Portable Computer Equipment where it has been left in a locked car boot, glove box or locked rear storage area that has a factory fitted cover in place such as a parcel shelf, and where the contents of said compartment are not viewable from outside the vehicle.

## 3. Data and Programs Back-Up

You must ensure that:

- all Data and Programs are backed-up at least once every twenty-four hours, verified and stored taking all practical precautions in their safe storage
- at least once every seven days a separate verified back-up copy exists in a location away from the Premises or in a fireproof safe or cabinet on the Premises.

We shall have no liability under the Policy, if You fail to comply with the above provisions, unless You show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



# **Section 5 – Business Interruption**

## **Definitions**

The following definitions apply to this section only

Depreciation in Value	The depreciation in value of the Premises as a direct result of the Loss of Licence as determined by an independent chartered surveyor with at least 10 years' experience.
Gross Revenue	The Money paid or payable to You for goods sold and delivered and for services rendered.
Increased Cost of Working	The additional expenditure incurred with Our prior written consent for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period
Indemnity Period	The period beginning with the occurrence of the Damage and ending not later than the last day of the indemnity period specified in the Schedule during which the results of the Business shall be affected following the Damage.
Key Person	The park owner or any partner, director or manager specified in the Schedule of each insured Premises listed in the Schedule to this Policy.
Licence	The Premises Licence granted to Your Business by the Licensing Authority.
Loss of Licence	The forfeiture due to licencing regulations or the refusal to renew by the licensing authority due to causes beyond Your control.
Nominated Person	An Employee of Yours whose name or role is listed in the Schedule against Part A, Section 5, Business Interruption, Optional Extension 2

## **Standard Cover**

What is covered	What is not covered
Loss as a result of Interruption or Interference to the Business at the Premises caused by:	We will not reimburse You if:  (i) the Business is  a. wound up or continued by a liquidator or receiver  b. permanently discontinued  (ii) Your interest ceases otherwise than by Your death  unless We issue written agreement stating otherwise
Damage to property used by You at the     Premises for the purpose of the Business     caused by one of the insured events under     Sections 1, 2 or 3 – Property Damage that is     shown as being operative in the Schedule	



and where liability is admitted by Us and covering Your interest in such property, or;	
Damage by infestation by or the presence of vermin and pests in or on the insured Premises, or;	
Food or drink poisoning caused by the consumption of food or drink obtained in or from the insured Premises,	
Defective sanitary arrangements or Pollution of the water supply at or to the insured Premises, or;	
Murder or suicide at the insured Premises, or;	
Pollution of beaches or the sea happening during the Period of Insurance.	
e amount payable will be	
<ul> <li>(a) the amount by which the Gross Revenue falls short of the Gross Revenue which would have been received during the Indemnity Period due to the Damage</li> <li>(b) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section</li> <li>(c) the amount payable in respect of Ingregoid Cost of Working as a result of</li> </ul>	
the Damage not exceeding the amount of the reduction in Gross Revenue thereby avoided	
spect of Business charges or expenses yable out of Gross Revenue which reduce or	
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• •	
yable by You to Your professional countants/ auditors, up to a maximum of 10% the sum insured or £5,000 whichever is the eater, for producing any particulars or details ntained in Your books of account or other siness books or documents or any other pofs, information or evidence as may be quired by Us under the terms of the claims	
	Damage by infestation by or the presence of vermin and pests in or on the insured Premises, or;  Food or drink poisoning caused by the consumption of food or drink obtained in or from the insured Premises,  Defective sanitary arrangements or Pollution of the water supply at or to the insured Premises, or;  Murder or suicide at the insured Premises, or;  Pollution of beaches or the sea happening during the Period of Insurance.  e amount payable will be  (a) the amount by which the Gross Revenue falls short of the Gross Revenue which would have been received during the Indemnity Period due to the Damage (b) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section  (c) the amount payable in respect of Increased Cost of Working as a result of the Damage not exceeding the amount of the reduction in Gross Revenue



particulars or details are in accordance with Your books of account or other business books or documents.

Provided that Our maximum liability during the Period of Insurance shall not exceed the sum insured.

## **Section Extensions**

What is covered	What is not covered
	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Loss or damage from Wear and Tear or anything that happens gradually
1. Denial of Access  This section is extended to include loss resulting from interruption of, or interference with, the Business following Damage to property within one (1) mile of the insured Premises which shall deny or restrict the use or access, whether property forming part of the insured Premises shall be damaged or not. Such loss for the purposes of this section is deemed to be loss resulting from Damage to property forming part of the insured Premises	Denial of Access not caused by Damage to property within one mile of the insured Premises.  Denial of Access by any other cause including Government, Local Authority, or Public Authority imposed restrictions.
2. Public Utilities  This section is extended to include loss resulting from interruption or interference with the Business following loss of or Damage to property at any Premises from which mains gas, electricity, water, or telecommunications (including broadband) is supplied to You.  Such loss for the purposes of this section shall be deemed to be loss resulting from Damage to property forming part of the insured Premises	
3. Unspecified Suppliers  This section is extended to include loss resulting from interruption or interference with the Business following loss of or Damage to property caused by an event insured under Standard cover at the Premises of Your suppliers, manufacturers or processors of component goods or materials within the United Kingdom.  The most We will pay for any one loss is the lesser amount of 5% of the sum insured or	Interruption or interference following Damage at the Premises of any supplier from which You obtain electricity, gas, water, or telecommunication (including broadband) services.
£100,000  4. Loss of License	



This section is extended to include a Where You can obtain statutory compensation Depreciation in Value of Your interest in the for Loss of Licence. Premises or the Business following Loss of Where Loss of Licence arises out of Licence. Any town or country planning The most We will pay for any one loss and in any improvement or redevelopment one Period of Insurance is £200,000 inclusive of Compulsory purchase or surrender costs and expenses, incurred with Our prior Reduction or redistribution of Licences written consent where You appeal against the A change in the law Loss of Licence 5. Lottery Win This section is extended to include loss caused by an Employee or group of Employees leaving Your employment without giving their minimum contractual period of notice following a win by them on the National Lottery, the Euromillions Lottery, or a similar event. If only one Employee leaves Your employment as a result of a winning event, the Indemnity Period in respect of this extension shall be limited to the contractual notice period of the person leaving. If more than one Employee leaves as a result of the same winning event, the Indemnity Period in respect of this extension shall be the longest contractual notice period of such persons plus an additional 30 days. The most We will pay for any one loss is the lesser amount of 5% of the sum insured or £100,000 6. Outstanding Debit Balances This section is extended to include loss of Any loss or expenditure arising from bad debts outstanding debit balances following Damage or the erasure, distortion, or corruption of to Your books of account or other Business **Business records** books or records at the Premises caused by an event insured under the Standard Cover. The most We will pay for any one loss is the lesser amount of 10% of the sum insured or £100,000 7. Fish Stocks This section is extended to include a reduction in Gross Revenue following loss of fish stocks insured by Section 2 causing an event or competition being or having to be cancelled. The most We will pay for any one loss in any one Period of Insurance is £5.000 8. Loss of Attraction This section is extended to include loss of Gross Revenue resulting from interruption of or interference with the Business due to Damage to property within a one (1) kilometre radius of the Premises which shall deter potential tenants.



The Premises themselves do not need to have suffered actual Damage for the cover to operate but the Damage causing the loss has to be of a type which would be covered, having regard to all the terms, conditions, and exclusions of this Policy. The most We will pay for any one loss is £50,000 per Premises and £250,000 in the aggregate for the Period of Insurance 9. Privately Owned Structures This section is extended to include loss of Gross Revenue resulting from interruption of or interference with the Business due to Damage to any privately owned Structure on the Premises which shall deny or restrict the use or access to all or part of the Premises, whether property forming part of the Premises shall be Damaged or not. Such loss for the purposes of this Section is deemed to be loss resulting from Damage to property forming part of the insured Premises. 10. Specified Disease This section is extended to include loss of Gross Revenue resulting from interruption of or interference with the Business due to a Specified Disease occurring at the Premises. For the purposes of this Extension a Specified Disease is one of the following: **Acute Encephalitis** Acute poliomyelitis **Anthrax** Chicken pox Cholera Diphtheria Dysentery Erysipeloid Legionellosis Legionnaires Disease Leprosy Leptospirosis Lyme Disease Malaria Measles Meningitis Meningococcal septicaemia Mumps Ophthalmia neonatorum Paratyphoid fever Puerperal fever Plague **Rabies** Relapsing fevers



- Rubella
- Scarlet fever
- Smallpox
- Tetanus
- Toxoplasmosis
- Tuberculosis
- Typhoid fever
- Typhus fever
- Viral hepatitis,
- Whooping cough
- Yellow fever

Viral haemorrhagic fever caused by the following viruses

- Lassa virus
- Junin virus
- Machupo virus
- Sabia virus
- Guanarito virus
- Ebola virus
- Marburg virus
- Crimean-Congo
- haemorrhagic fever virus
- Hanta virus
- Rift Valley fever virus
- Yellow fever virus
- Dengue virus

The most We will pay for each outbreak will be £50,000 and £200,000 in the aggregate during the Period of Insurance.

The maximum indemnity limit for any one occurrence is three (3) months starting from the date the Premises are closed or their use restricted.

## 11. Foot and Mouth

This section is extended to include loss of Gross Revenue resulting from interruption of or interference with the Business due to a foot and mouth disease occurring in farm animals at or within five (5) miles of the boundary of the Premises resulting in an exclusion or quarantine zone that restricts access to the Premises.

The most We will pay for each outbreak will be £50,000 and £200,000 in the aggregate during the Period of Insurance.

Loss of Gross Revenue resulting from any other animal disease.

Loss of Gross Revenue because of an occurrence of Foot & Mouth occurring more than five (5) miles of the boundary of the Premises.

Loss of Gross Revenue because of Government, Local Authority, or Public Authority imposed restrictions not related to the specific outbreak covered under this policy.



## **Section Optional Extensions**

What is covered	What is not covered
1. Key Person In consideration of the payment of an additional premium We will provide Standard Cover following death or Injury to a Key Person The most We will pay will be the sum insured stated in the Schedule	<ul> <li>Death or Injury of a Key Person:</li> <li>due to an illness or injury that was known about by You at inception or renewal of this policy.</li> <li>who has been employed by You for less than 12-months.</li> <li>where notice of termination of employment was served prior to the occurrence.</li> <li>who has already been absent from work for a period exceeding 4 weeks at the time of such death or injury.</li> </ul>
2. Nominated Person In consideration of the payment of an additional premium We will provide cover for loss of Gross Revenue following death or Injury to a Nominated Person We will only pay for loss of Gross Revenue during the period in which the results of the Business are affected following such death or Injury. The most we will pay in respect of any one Nominated person is £50,000	Death or Injury of a Nominated Person:  due to an illness or injury that was known about by You at inception or renewal of this policy  where notice of termination of employment was served prior to the occurrence.  who has already been absent from work for a period exceeding 4 weeks at the time of such death or injury
3. Loss of Caravan Sales and Pitch Fee Revenue In consideration of the payment of an additional premium we will pay for the loss of Gross Revenue following Damage resulting in a total loss to a Privately Owned Structure at the Premises, but where there has been no Damage to property used by You at the Premises for the purpose of the Business and:  (a) Delays in the replacement of the Structure result in a loss of Gross Revenue; or  (b) The owner of the Structure does not obtain a replacement and there are subsequent losses of Revenue  Subject to the Damage being of a type which would be covered under this Policy.  The most we will pay is 6 months of pitch fee revenue you would have received for each Structure that is not replaced, up to a maximum of £50,000 in any policy period.	Any loss or Damage covered elsewhere in this policy or by another Insurance policy.  Any loss that is a result of a dispute with the owner of the Structure being replaced that leads to delays in that replacement.  Loss where You elect to replace the Structure with Hire Fleet or Sales Stock.



### **Section Conditions**

#### 1. Basis of Settlement

We will pay You up to but not exceeding the sum insured unless there has been a deliberate attempt by You to understate Your anticipated Gross Revenue for the Period of Insurance when any settlement will be reduced proportionately.

#### 2. Departmental clause

If the Business is conducted in departments, the independent trading results of which are ascertainable, the provisions of clauses (a) and (c) of item (1) of the Standard Cover shall apply separately to each department affected by the loss or Damage

### 3. Payments on Account

Monthly payments on account will with Our consent be made to You during the Indemnity Period.

### 4. Liquidation or receivership clause

This section shall be avoided if the Business is wound up or continued by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless continued cover is agreed by Endorsement signed by Us.

#### 5. Value added tax clause

To the extent that You are accountable to the tax authorities for value added tax, all terms in this section shall be exclusive of such tax.

#### 6. New ventures

In the event of a claim arising from Damage occurring before the completion of the first 12 months trading of the Business at the Premises, any terms in this section referring to Gross Revenue and costs of goods and materials during a prior period of 12 months or the previous financial year shall be adjusted so as to apply to the Gross Revenue and costs of goods and materials during the period from commencement of the Business to the date of the Damage.

## 7. Proof of loss (fish stocks)

On the happening of any event as a result of which a claim is or may be made under this Policy You shall at Your own expense produce and furnish to Us such books of account, stock control records and other business documents, proofs, information, and other evidence as required for the purpose of investigating or verifying the loss.

### 8. Notification – Applicable to Extension 4 – Loss of Licence

You shall immediately notify Us:

- on becoming aware of any circumstance which may result in a claim under this Extension;
- of any complaint, prosecution or intended prosecution;
- in respect of the insured Premises or in the conduct or control of the insured Premises;
- in relation to the honesty or moral standing of any personal Licence holder, partner, director, manager, or Employee at the insured Premises; or;
- of any transfer or proposed transfer of the Licence, tenancy, or management of the insured Premises.

### 9. Replacement – Applicable to Extension 4 – Loss of Licence

In the event of:

• the death, mental incapacity, or insolvency of;



- the conviction of; or
- the desertion of the insured Premises by

the personal Licence holder, the Premises Licence holder, or any partner, director or manager of the insured Premises in consequence of which the Licence may be endangered You shall at Our request within seven days take all practicable steps to secure the replacement of such Licence holder by a person to who will be acceptable to the Licensing Authority.

## 10. Compliance with the Licensing Authority – Applicable to Extension 4 – Loss of Licence

You must undertake to do everything in Your ability to avoid or diminish a loss under this section and shall comply with any request or direction given by the Licensing Authority or magistrates on appeal or official employed by any responsible authority (as defined by the Licensing Act 2003).



## Section 6 – Employer's Liability

## **Standard Cover**

## What is covered

We will, subject to the limits of liability, cover You in respect of any legal liability to pay compensation and costs and expenses in respect of Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in the Business within the Territorial Limits

The Limit of Indemnity - £10,000,000

Terrorism Limit of Indemnity - £5,000,000

in respect of any claim or number of claims arising out of one event by Employees for Injury or their Estate in respect of accidental death

We will also indemnify You in respect of Defence Costs incurred with Our written consent. However, payment of such Defence Costs by Us shall be in addition to the Limit of Indemnity

#### What is not covered

#### 1. The Excess

The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy.

#### 2. Offshore work

Work in or on and travel to, from or within any offshore accommodation, exploration, drilling or production rig or platform or any offshore support vessel.

## 3. Road Traffic Act

Injury sustained by any Employee when such a person is entering or getting on to or alighting from a vehicle where any road traffic legislation requires insurance or security.

### 4. Liquidated Damages

Liquidated damages, penalty clauses, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

## 5. Terrorism

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:

- (a) Terrorism
- (b) Any action taken in controlling, preventing, suppressing or in any way relating to (a) above

Except as stated in Special Provision – Terrorism below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection (a) and/or (b) above regardless of any other contributory cause or event is not covered under this Section (or is covered up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism



Subject otherwise to the terms of the policy, neither of the exclusions in (a) and (b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses



## **Section Extensions**

What is covered	What is not covered
1. Cross Liabilities  Where more than one party comprises "the Insured" each of the parties shall, for the purpose of this insurance, be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and We hereby agree to waive all rights of subrogation or action which We may have or acquire against any of the said parties arising out of any accident in respect of which a claim is made under this insurance.  Provided that nothing in this extension shall increase the limit of Our liability in respect of any one event or series of events as stated above.	
<ul> <li>2. Unsatisfied Court Judgements</li> <li>Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee: <ul> <li>in respect of Injury sustained by the Employee arising out of and in the course of employment by the Insured in the Business;</li> <li>against any company or individual operating from or resident in premises within the United Kingdom; and</li> <li>such judgement remains unsatisfied in whole or in part 6 months after the date of judgement; then at the request of the Insured We will pay to the Employee or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied;</li> </ul> </li> <li>Provided that: <ul> <li>there is no appeal outstanding;</li> <li>if any payment is made by Us the Employee or the said legal personal representatives shall assign the judgement to Us;</li> <li>this section is insured at the time that such Injury is caused; and</li> <li>Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability</li> </ul> </li> </ul>	Death or Injury of a Nominated Person:  due to an illness or injury that was known about by You at inception or renewal of this policy  where notice of termination of employment was served prior to the occurrence.  who has already been absent from work for a period exceeding 4 weeks at the time of such death or injury



## Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007

We will pay You in respect of

- Legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- Costs of prosecution awarded again You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

## We will not pay

- Unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance in connection with the Business
- In respect of proceedings which result from any deliberate act or omission by You
- In respect of proceedings which relate to any person other than an Employee
- In respect of any fine, remedial or publicity orders or any steps required to be taken by such orders
- Where indemnity is provided by another insurance policy

# 4. Legal Expenses arising from Health and Safety Legislation

We will pay You in respect of

- Legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- Costs of prosecution awarded against The Insured
- Which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

## We will not pay

- Unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance in connection with the Business
- In respect of proceedings which result from any deliberate act or omission by You
- In respect of proceedings which relate to any person other than an Employee
- Where indemnity is provided by another insurance policy

## 5. Our Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

## 6. Compensation for Court Attendance

We will pay compensation if at Our request You or any partner, director, or Employee attend court as a witness in connection with a claim for which You are entitled to cover under this Section.

The maximum We will pay is £500 per day for You or any partner or director or £250 per day for any Employee



## Section 7 – Public and Products Liability

## **Standard Cover**

#### What is covered

We will, subject to the limits of liability, cover You in respect of any legal liability to pay compensation and costs and expenses in respect of accidental personal Injury, Damage to property, obstruction, trespass, nuisance or interference with any right of way, air, light or water which arises in connection with the Business and which happens during the Period of Insurance and within the Territorial limits.

We will also indemnify You in respect of Defence Costs incurred with Our written consent. However, payment of such Defence Costs by Us shall be inclusive in the Limit of Indemnity.

The most We will pay is the Limit of Indemnity stated in the Schedule and any costs and expenses

#### What is not covered

### 1. The Excess

The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy

### 2. Road Traffic, Aircraft and Watercraft

Claims or losses in respect of:

- Accidental Injury or Damage arising from the ownership, possession or use by You or on Your behalf (excluding use by an Employee of their own vehicle on the Business of the Insured) of:
  - (a) any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation.
  - (b) any aircraft or watercraft (other than canoes, punts, or small pleasure craft not mechanically propelled and not exceeding five metres in length) or the loading or unloading of such aircraft or watercraft.

## 3. Damage by or to any Products Supplied

Damage to any product supplied by You or contract work executed by You, caused by any defect therein or the unsuitability thereof for its intended purpose.

The costs of recall, removal, repair, alteration, replacement, or reinstatement of any product supplied by You, or contract work executed by You, necessitated by any defect therein or the unsuitability thereof for its intended purpose.

Injury or Damage caused by any products which are exported to Canada or the United States of America

### 4. Tourer Storage

Damage to touring caravans in Your custody or control for storage unless the BH&HPA form "Agreement to store a touring caravan," or some other agreement accepted in writing by Us has been completed and is in operation at the time of any Damage.

### 5. Pollution and Contamination

Pollution or contamination other than caused by a sudden, identifiable, unintended, and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.



All Pollution or contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.

#### 6. Advisory

Advice, instruction, consultancy, design, formula, specification, inspection, certification, or testing performed or provided separately for a fee or under a separate contract.

## 7. Specific Industries

The conducting or any work or any products supplied, which affects or could affect

- the navigation, propulsion or safety of any aircraft or other aerial device.
- the safety or operation of nuclear installations

Work in or on and travel to, from or within and Products supplied to any offshore accommodation, exploration, drilling or production rig or platform or support vessel.

### 8. Liquidated Damages

Liquidated damages, penalty clauses, fines, aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

## 9. Imposed by Contract

Liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with products supplied

### 10. Loss of Data

Any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, failure or loss of Data resulting directly or indirectly from or in connection with

- Virus or Similar Mechanism
- Denial of Service Attack
- Unauthorised access to or use of Computer Equipment

However, We will not exclude any liability in respect of any ensuing accidental Injury or Damage to property which is not otherwise excluded.

### 11. Terrorism

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:

- Terrorism
- Any action taken in controlling, preventing, suppressing or in any way relating to (a) above

Except as stated in Special Provision – Terrorism below:

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection (a) and/or (b) above regardless of any other contributory cause or event is not covered under this Section (or is covered up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

Special Provision - Terrorism

Subject otherwise to the terms of the policy neither of the exclusions in (a) and (b) above shall apply to the Public Liability Section but the Limit of Indemnity in respect of this Special Provision – Terrorism is limited to



- £5,000,000 in respect of any one event or all events consequent on or attributable to one original cause
- £5,000,000 in respect of all events happening in one Period of Insurance in respect of products supplied

Or any other amount specified in the Policy for Public and/or Products Liability whichever is the lower.

### 12. Asbestos

Exposure to, inhalation of, fears of the consequences of exposure to or inhalation of, the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating, or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos

#### 13. Toxic Mould

Loss, damage, claims, costs, expenses, or other sums directly or indirectly arising out of or relating to: Fungi of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is any;

- physical loss or damage to property;
- insured peril or cause, whether or not contributing concurrently or in any sequence
- loss of use, occupancy, or functionality; or
- action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns



## **Section Extensions**

What is covered	What is not covered
1. Additional Activities  In respect of this Section the Business includes:  • The ownership, use and upkeep of the Premises, vehicles, and plant; canteen, social, sports, educational and welfare organisations for the benefit of any Employee;  • first aid, fire, security, and ambulance;  • participation in exhibitions, conferences, or trade shows;  • private work by any Employee with	
Your prior consent, for You or any partner, director, or Employee  2. Cross Liabilities  Where more than one party comprises "the Insured" each of the parties shall, for the purpose of this insurance, be considered as a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and We hereby agree to waive all rights of subrogation or action which We may have or acquire against any of the said parties arising out of any accident in respect of which a claim is made under this insurance.  Provided that nothing in this extension shall increase the limit of Our liability in respect of any one event or series of events as stated above	
3. Data Protection  We will cover You in respect of legal fees and Defence costs, legal liability for compensation to an individual, the subject of personal data You hold and who suffers material or nonmaterial damage caused by inaccuracy of data, loss of the data, unauthorised destruction or disclosure of the data arising from proceedings brought against You under the Data Protection Act 2018 or under any replacement legislation.	Injury other than as provided by this extension.  Damage to property.  Fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood, or breach of confidence.  Libel, slander, or defamation.  Consequential losses.  Liability as a result of You having authorised the destruction or disclosure of the data or which could reasonable have been expected to arise as a result of any other deliberate act or omission by You or any Employee.  Liability which arises solely by reason of the terms of any agreement or in respect of liquidated damages.



	Any fines or penalties.
	The cost of rectifying, replacing, reinstating, or removing any personal data.
	Proceedings relating to compensation for any Employee if the Employers Liability Section of this policy is not in force
4. Defective Premises	
We will cover You in respect of legal liability to pay in respect of Damage to the property of, or Injury to, a Third Party established by the application of Section 3 of the Defective Premises Act, 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, or any amendment thereto, in connection with the Premises which have been disposed of by You.	<ul> <li>We shall not be liable under this Extension:</li> <li>in respect of such Injury or Damage happening prior to such disposal.</li> <li>for the cost of remedying any defect or alleged defect which results, or if not remedied, may result in Injury or Damage to such property.</li> <li>if You are entitled to receive payment from any other insurance</li> </ul>
5. Hired or Rented Premises	
We will pay You in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within the Territorial limits which are hired, rented, or loaned to You in connection with the Business	The first £250 of compensation, costs, and expenses in respect of such Damage caused other than by fire or explosion Liability imposed on You solely by reason of the terms of any hiring or renting agreement
<ul> <li>6. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007</li> <li>We will pay You in respect of         <ul> <li>Legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.</li> <li>Costs of prosecution awarded again You</li> </ul> </li> <li>which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.</li> </ul>	<ul> <li>We will not pay</li> <li>Where proceedings do not relate to an actual or alleged offence committed during the Period of Insurance in connection with the Business.</li> <li>In respect of proceedings which result from any deliberate act or omission by You.</li> <li>In respect of proceedings which relate to any person other than an Employee.</li> <li>In respect of any fine, remedial or publicity orders or any steps required to be taken by such orders.</li> <li>Where indemnity is provided by another insurance policy.</li> </ul>
<ul> <li>7. Legal Expenses arising from Health and Safety Legislation</li> <li>We will pay You in respect of</li> <li>Legal fees and expenses incurred with Our written consent for defending proceedings, including appeals.</li> <li>Costs of prosecution awarded against The Insured</li> <li>Which arise from any health and safety inquiry</li> </ul>	We will not pay  Unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance in connection with the Business.  In respect of proceedings which result from any deliberate act or omission by You.

or criminal proceedings for any breach of the



Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978	<ul> <li>In respect of proceedings which relate to any person other than an Employee.</li> <li>Where indemnity is provided by another insurance policy</li> </ul>
8. Motor Contingent Liability  We will pay You in respect of Your legal liability for accidental Injury and Damage to property which arises from any vehicle or trailer attached thereto which is  Not owned by, not loaned, leased, hired, or rented to You nor provided by You and  Being used in connection with the Business in the Territorial limits	We will not pay  In respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer  While the vehicle is being driven by You or by any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person
	has held and is not disqualified from holding or obtaining such a licence.  Where indemnity is provided by another insurance policy
9. Legionellosis  We will indemnify You in respect of Your legal liability for Legionellosis arising out of the Business  Provided that Our liability for all claims arising during the Period of Insurance shall not exceed £2,000,000	
10. Compensation for Court Attendance We will pay compensation if at Our request You or any partner, director, or Employee attend court as a witness in connection with a claim for which You are entitled to cover under this Section. The maximum We will pay is £500 per day for You or any partner or director or £250 per day for any Employee	
11. Movement of Third-Party Caravans  We will cover You in respect of Damage to any Third-Party caravan for which You are legally liable, whilst in transit or during positioning anywhere within the Premises including during loading and unloading.  The most We will pay in respect of any claim for any caravan is £50,000	<ul> <li>We will not cover You for:</li> <li>scratching and bruising of the caravan in transit or during positioning.</li> <li>Damage to the contents of such caravan during transit or positioning unless precautions have been taken to prevent Damage to contents prior to the move.</li> <li>Theft or attempted theft from an unattended motor vehicle or trailer.</li> </ul>



## **Section 8 - Personal Accident**

## **Definitions**

The following definitions apply to this section only.

Benefit Period	The maximum number of weeks (but not consecutive weeks) for which the temporary disablement benefit is payable in respect of any Insured Person for disablement due to any one accident.  The benefit period commences at the end of the Deferment Period, if any.		
Bodily Injury	Bodily injury, which is caused by accidental means, and which shall, solely and independently of any other cause, result in the Insured Person's death, disablement, or permanent disability (continental scale), within 104 weeks from the date of such accident.		
Chronic Condition	<ul> <li>A disease, illness or injury that has one or more of the following characteristics:</li> <li>it needs ongoing or long-term monitoring through medical consultations, examinations, check-ups, or tests;</li> <li>it needs on-going or long-term medical control or relief of symptoms;</li> <li>the Insured Person or Nominated Person requires rehabilitation or training to cope with it;</li> <li>it continues indefinitely;</li> <li>it has no known cure</li> <li>it comes back or is likely to re-occur.</li> </ul>		
Deferment Period	The period of Temporary Total Disablement during which no benefit or benefits are payable to the claimant.		
Insured Person	The park owner, any partner, director or manager or any Key Person or Nominated Person specified in the Schedule.		
Loss of Limb	The permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use thereof.		
Loss of Sight	The permanent and total loss of sight which shall be considered as having occurred:  (i) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist  (ii) in one eye if the degree of sight remaining after correction is 6/60 or less on the Snellen Scale.		
Nominated Person	An Employee of Yours whose name or role is listed in the Schedule against Part A, Section 8 Personal Accident.		
Permanent Total Disablement	Disablement, caused other than by Loss of Limb or Loss of Sight or speech or hearing, which in the opinion of a medical expert prevents the Insured Person from engaging totally in their usual occupation for fifty-two consecutive weeks and is without expectation of recovery.		



Pre-Existing Medical Condition	Any injury or illness that existed or was known about prior to the inception of this policy or that you or anyone insured under this policy has sought medical treatment for in the past 12 months.
Temporary Total Disablement	Temporary disablement which in the opinion of a medical expert entirely prevents the Insured Person from engaging in their usual occupation. In respect of Category A benefits cover is for 104 weeks after deduction of a 7-day deferment period. In respect of Category B to D benefits cover is for 26 weeks after deduction of a 14-day deferment period.



## **Standard Cover**

Sidilidal d Cover				
What is covered	What is not covered			
If during the Period of Insurance an Insured Person sustains Bodily Injury We agree to pay the Category A benefit or as specified in the Personal Accident Schedule of Benefits.  If during the Period of Insurance a Nominated Person sustains Bodily Injury We agree to pay the Category D benefits	The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Bodily Injury consequent upon:  • war, whether declared or not, between any of the following nations, the United Kingdom, the United States of America, France, the People's Republic of China and the Russia Federation, (other than civil war but including any action by or on behalf of the United Nations), in which any of these nations or their armed forces are engaged unless the claim occurs in the course of a journey outside an Insured Person's country of domicile  • the Insured Person engaging in aviation, except as a passenger  • the Insured Person committing, or attempting to commit suicide or intentional self-inflicted Injury  • active service in the Armed Forces of any Nation or International Authority other than one of the United Kingdom's officially recognised Volunteer Reserves  • the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury  • the Insured Person engaging in professional sport  Death suffered after the expiry of the Period of Insurance during which the Insured Person			
<ol> <li>If You have selected the optional sickness benefits and during the Period of Insurance:</li> <li>an Insured Person sustains sickness We agree to pay the Category B or C benefits specified in the Personal Accident Schedule of Benefits.</li> <li>a Nominated Person sustains sickness We agree to pay the Category D benefit.</li> </ol>	Claims within the Deferment Period Sickness occurring within 28 days of entry of the Insured or Nominated Person into this Section of Your Policy Claims for sickness due to a Chronic Condition or any other recurring illness for which the Insured or Nominated Person has sought medical treatment in the past 12-months Sickness occurring within any notice period served either by You on any Insured or Nominated Person or by any Insured or Nominated Person on You			



### **Section Extensions**

What is covered	What is not covered
1. Kidnap or Hijack	
If during the Period of Insurance an Insured Person is the victim of a kidnap or hijack, the cover provided by this section is extended to continue in respect of that Insured Person for up to 52 weeks from the date of kidnap or hijack or until the Insured Person returns Home, whichever is the earlier	
2. Disappearance This section is extended to pay the death benefit if an Insured Person disappears during the Period of Insurance and after 12 months it is reasonable to believe that such Insured Person has died as a result of Bodily Injury, provided that You shall sign an undertaking to refund such sum to Us if the Insured Person is subsequently found to be living	

## **Section Conditions**

#### 1. Cancellation

We may cancel any cover under this section in respect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power by giving 14 days written notice to You at Your last known address. The insurance in respect of any journey involving travel outside the Insured Person's domicile country which commences before the expiry of such notice shall not be affected.

#### 2. Interest

No sum payable under this section shall carry interest.

## 3. Exposure

Bodily Injury as a result of the Insured Person being unavoidably exposed to the elements shall be deemed to have been caused by Bodily Injury.

## 4. Interpretation

For an Insured Person not domiciled in the United Kingdom any reference to the Territorial Limits shall also mean the Insured Person's usual country of domicile.

### 5. Spouses

If the Policy is extended to cover the spouse of an Insured Person, the definition of Permanent Total Disablement shall be amended to read:

"Disablement, caused other than by Loss of Limb or Loss of Sight or speech or hearing, which has lasted for at least 52 consecutive weeks and in the opinion of a medical expert will in all probability prevent the Insured Person from engaging totally in any occupation for which they are fitted by reason of education, training or experience for the remainder of their life."



## Personal Accident - Schedule of Benefits (Continental Scale)

Operative time: 24 hours a day, worldwide Benefit

	Sums Insured Per Category			
	Α	В	С	D
Death	£25,000	£50,000	£100,000	£25,000
Permanent Total Disablement	£25,000	£50,000	£100,000	£25,000
(i) Loss of two or more limbs or both eyes	£25,000	£50,000	£100,000	£25,000
(ii) Loss of one limb or eye	£25,000	£50,000	£100,000	£25,000
(iii) Permanent loss of speech	£25,000	£50,000	£100,000	£25,000
(iv) Permanent total loss of hearing in both ears	£25,000	£50,000	£100,000	£25,000
(v) Permanent total loss of hearing in one ear	£10,000	£20,000	£40,000	£10,000
Permanent Total Disablement	£25,000	£50,000	£100,000	£25,000
Loss of or permanent total loss of use of:				
(i) an arm, hand, or leg above the knee	£25,000	£50,000	£100,000	£25,000
(ii) a leg below the knee, or a foot	£12,500	£25,000	£50,000	£12,500
(iii) a shoulder or elbow	£6,250	£12,500	£25,000	£6,250
(iv) a hip, knee, ankle, or wrist	£5,000	£10,000	£20,000	£5,000
(v) a thumb	£5,000	£10,000	£20,000	£5,000
(vi) any finger or big toe	£2,500	£5,000	£10,000	£2,500
(vii) or any other toe	£1,250	£2,500	£5,000	£1,250

Any permanent disability benefit not noted in the table above will be calculated by Us with reference to a medical assessment of the degree of disability relative to the above scale without reference to any occupation provided that:

- (i) the total benefit payable shall not exceed 100% of the sum insured for each Insured Person as the result of any one accident
- (ii) if benefit is payable for the loss of, or loss of use of, a whole member of the body then benefits for part of that member cannot also be claimed
- (iii) any existing disability will be considered in assessing benefits payable in respect of any subsequent Bodily Injury



### **Benefit 2: Temporary Total Disablement**

We will pay the Sum Insured shown in Benefit per week for the Benefit Period if during the Operative time the Insured Person sustains Bodily Injury which within two years is the sole cause of Temporary Total Disablement

#### Benefit per week:

100% of gross weekly wage or the amount stated below for the Category of Insured or Nominated Person shown in the Schedule

Category	Benefit per week	Benefit period
Category A	£100	A period of 104 weeks commencing after a Deferment Period of 7 days
Category B	£350	A period of 26 weeks commencing after a Deferment Period of 14 days
Category C	£500	A period of 26 weeks commencing after a Deferment Period of 14 days
Category D	£350	A period of 26 weeks commencing after a Deferment Period of 14 days

## Benefit 3: Temporary Total Disablement through Sickness

We will pay the Sum Insured shown in Benefit per week if during the Operative Time the Nominated Person contracts sickness which causes Temporary Total Disablement

Category	Benefit per week	Benefit period
Category B	£350	A period of 26 weeks commencing after a Deferment Period of 14 days
Category C	£500	A period of 26 weeks commencing after a Deferment Period of 14 days
Category D	£350	A period of 26 weeks commencing after a Deferment Period of 14 days

## **Medical expenses**

In addition to the benefits shown for each category of Insured or Nominated Person We will pay any medical expenses incurred by You or an Insured Person for medical treatment following Bodily Injury up to but not exceeding 10% of the total amount paid under Benefits Death and Permanent Disability (Continental Scale) or 25% of the amounts paid under Temporary Total Disablement benefit, whichever is the greater, but subject to a maximum of £5,000 for each Insured or Nominated Person.

## Aggregate limit of liability

- If the aggregate amount of all benefits payable under Benefit 3 of this section exceeds £250,000 per single event of sickness the benefit payable to each Insured or Nominated Person shall be proportionately reduced until the total of all benefits does not exceed the aggregate limit of liability
- 2. If the aggregate amount of all benefits payable in respect of any single accident or event of sickness under Benefits 1, 2 and 3 of this section exceeds £500,000 then the benefit payable to each Insured or Nominated Person shall be proportionately reduced until the total of all benefits does not exceed the aggregate limit of liability.



## Part B – Private Residences

This Part B of the Policy relates only to those Sections which are shown in the Schedule as being included.

## **Definitions**

The following definitions apply to Part B only.

Buildings	The Home and its decorations, including:  (i) fixtures and fittings attached to the Home (ii) fitted carpet and flooring (iii) fixed radio and television aerials, fixed satellite dishes, their fittings and masts which are attached to the Home (iv) permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks all owned by You for which You are responsible and at the Premises named in the Schedule.
Contents	Household goods, Personal Belongings, carpets, tenant's fixtures and fittings, within the Home, which are Your property or which You are legally responsible for.  Contents also includes the following additional limited cover:  - up to £250 in total for Personal Money but only in the private dwelling part of the Home  - up to £1,000 in total for deeds and registered bonds and other personal
	<ul> <li>documents</li> <li>up to £3,500 or 10 % of the sum insured for Contents whichever is the less for Valuables within the private dwelling part of the Home</li> <li>up to £1,000 for domestic oil in fixed fuel oil tanks</li> <li>up to £1,000 for outdoor items and garden property but within the Premises.</li> <li>up to £250 in total for Contents (but not outdoor items and garden property) outside the Home but within the Premises</li> </ul>
Home The private dwelling of Standard Construction and the garages and used for domestic purposes at the Premises.	
Personal Belongings	Personal Money, Bank Cards, clothing, baggage, sports equipment, Pedal Cycles and other items (including musical instruments and watches) worn, used or carried by You all of which belong to You or are Your legal responsibility.
Premises	The address which is shown in the Schedule.
Unoccupied	When the Home has not been lived in by You or a person authorised by You for more than 30 consecutive days.
Valuables	Jewellery, Furs, Gold, silver, platinum or gold, silver and platinum plated articles, Pictures, Stamps, medal or coins collection or any other specified collections, all of which belong to You.
You / Your / Insured The persons named in the Schedule and all members of their Family was permanently live with them in the Home.	



## **Exclusions to Part B**

All the individual Sections in Part B of this Policy are subject to the following exclusions except where stated below.

You are not covered for physical loss or destruction of or Damage to any property, or any claim or expense resulting or arising from such loss, destruction or Damage or any legal liability caused by or contributed to, or arising from the following:

## **Existing or Deliberate Damage**

We will not pay for Damage:

- occurring before cover starts or arising from an event before cover starts;
- caused deliberately by You or any permanent member of Your Home.

## **Indirect Loss or Damage**

We will not pay for any Damage that is not directly associated with the incident that caused You to claim, unless expressly stated in this contract of insurance.

#### **Electronic Data**

We will not pay for:

- Damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from such Damage;
- any legal liability of whatsoever nature; caused by or contributed to by or arising from:
- a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of
  maliciously introduced unauthorised instructions or code, programmatic or otherwise, that
  propagate themselves through a computer system or network of whatsoever nature,
  Hacking, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognise the date or change of date;
- libel or slander.

#### **Loss of Value**

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.



# **Section 1 – Buildings and Contents**

## **Standard Cover**

The following cover applies only if the Schedule shows that it is included.

WI	hat is covered	What is not covered
Any loss or damage to buildings or contents listed in the schedule caused directly by:		The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy Damage from anything that happens gradually
1.	Fire, smoke, lightning, explosion or earthquake	
2.	Riot, civil commotion, strike, labour disturbances or locked out workers	Damage while the Home is Unoccupied  Damage by any person lawfully in the Home
3.	Malicious acts and vandalism	Damage while the Home is Unoccupied  Damage by any person lawfully in the Home
4.	Aircraft and other aerial devices or anything dropped or falling from them	
5.	Storm, including weight of snow or flood	Damage to domestic fixed fuel-oil tanks in the open, terraces, gates, fences or outdoor items and garden property
		Damage to tennis courts, drives or patios unless the private dwelling part of the Home has been damaged at the same time and by the same cause
		Loss or damage to fences, hedges and gates that are not directly adjacent to or attached to, your Home
6.	Theft or attempted theft	Damage while the Home is Unoccupied
		Damage while the Home is lent, let or sublet unless the Damage follows a violent and forcible entry
		Any amount over £500 or 3% of the sum insured for Contents whichever is greater, within detached domestic outbuildings and garages
7.	Escape of liquified petroleum gas or oil from any domestic heating installation	Damage by Subsidence, Heave or Landslip caused by or resulting from water leaking
0	Water freezing on occurs of water in	Damage while the Home is Unoccupied
8.	Water freezing, or escape of water in or from any boiler, domestic water or heating installation, dishwasher or washing machine	Damage by Subsidence, Heave or Landslip caused by or resulting from water leaking  Damage while the Home is Unoccupied
9. Collision by any vehicle or animal		
10.	Breakage or collapse of television or radio satellite receiving dishes, their fittings or masts	Every claim for the fixed radio and television aerials, fixed satellite dishes and their fittings and masts the Excess is reduced to £50



11.	Falling trees, telegraph poles, flag poles, or	Damage caused by trees being cut down or cut
	lamp posts or any parts of them	back within the Premises
		Damage to gates and fences
	Accidental breakage or fracture of fixed glass in windows, doors, fanlights, skylights or ceramic hobs or sanitary fittings extending through the entire thickness of the glass or ceramic hob, or the item of sanitary ware in Your Structures	Damage while the Home is Unoccupied Every claim the Excess is reduced to £50
	Subsidence, Heave or Landslip of the site on which Your Structures stand and for which You are legally responsible.	Damage to domestic fixed fuel-oil tanks, permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling part of the Home is also damaged at the same time by the same event  Damage to solid floors unless the walls of the private dwelling part of the Home are damaged at the same time by the same event  Damage caused by faulty or unsuitable materials or poor workmanship  Damage caused by coastal or river bank erosion  Damage whilst the Buildings are undergoing any structural repairs, structural alterations, extensions or demolition  Damage caused by Settlement  Damage caused by the action of chemicals on,
		or the reaction of chemicals with, any materials which form part of the Buildings
14.	Accidental Damage	Damage or any proportion of Damage which We specifically exclude elsewhere under Section 1 The Buildings settling or collapsing Damage while the Home is being altered,
		repaired or extended
		Damage to outbuildings and garages which are not of Standard Construction
		Damage while the Home is lent, let or sublet
		The cost of general maintenance
		Damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost
		Damage caused by faulty or unsuitable materials or poor workmanship
		Damage from mechanical or electrical faults or breakdown



Damage to tennis courts, fuel tanks, drives, patios, terraces, walls, gates and fences  Damage arising from or contributed to by Pollution unless caused by a sudden and unforeseen and identifiable accident
Any amount over £500 in total for Damage caused by or arising from chewing, tearing, scratching or fouling by Your pets
Any amount over £1,000 in total for porcelain, china, glass and other brittle articles
Any amount over £500 in total for Damage to Contents within garages and outbuildings
Any amount over £500 in total for Damage to contact, corneal or micro corneal lenses

## **Section Extensions**

What is covered	What is not covered
1. Additional Expenses  Expenses You have to pay and which We have agreed in writing for  - architects', surveyors', consulting engineers' and legal fees  - the cost of removing debris and making safe the Building  - costs You have to pay in order to comply with any Government or Local Authority requirements  following Damage to the Buildings which is covered under Section B1	Any expenses for preparing a claim under this or any other insurance or an estimate of Damage Any costs if Government or Local Authority requirements have been served on You before the Damage occurred
2. Rent and alternative accommodation  If the Home cannot be lived in following Damage which is covered under Section B1, we will pay the following losses or expenses:  - Loss of rent or pitch fees due to You which You are unable to recover  - additional costs of alternative accommodation, substantially the same as Your existing accommodation	Any amount over 10% of the sum insured for the Buildings damaged or destroyed in respect of holiday accommodation Any amount over 20% of the sum insured for the Buildings damaged or destroyed in respect of residential accommodation
3. Selling your Home  Anyone buying the Home who will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is sooner if the Buildings are insured under any other insurance	If the Buildings are insured under any other insurance
4. Metered water, liquified petroleum gas or oil used for heating  We will pay up to £1,000 in any period of insurance for Increased domestic metered water charges You have to pay following an	More than £1,000 in any Period of Insurance.



escape of water which gives rise to an admitted claim under Section 1.	
5. Locating a Leak The cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss or Damage to the Buildings which is covered under Section 1	More than £2,500 in any Period of Insurance
6. Locks and Keys  We will pay You up to £500 for replacing locks, including keys, of the same quality to:	
<ul> <li>Any external doors and windows; and</li> <li>Intruder alarms and safes installed in Your Structures</li> </ul>	
If Your keys are - Stolen; or - Accidentally lost	
7. Freezer Contents	
We will pay You up to £500 for the costs of replacing food in Your domestic deep freezer if it is spoilt due to:	Damage caused by any electricity or gas company cutting off or restricting Your supply Damage due to the failure of Your utility
<ul> <li>The freezer unit accidentally breaking down</li> <li>The refrigerant escaping from the unit</li> <li>The electricity or gas supply accidentally failing</li> </ul>	provider caused by a strike or any other industrial action
8. Compensation for Death	
We will pay £10,000 if You, Your spouse or common law partner die within 12 months of injury caused by fire, or an assault by thieves in Your Structures	
9. Emergency Access We will pay up to £500 as a result of damage to Your Structures and Contents following necessary access to deal with a medical emergency or to prevent damage to Your Structures	
10. Contents away from the Home	
Contents, if these are not already insured, whilst they are temporarily out of the Home against Damage directly caused by:  (i) any of the events insured under numbers 1-11 in Section 1 while the Contents are:  a. in an occupied private dwelling b. in any Buildings where You are living or working c. in any Buildings for valuation,	Contents outside the United Kingdom Money or Bank Cards Valuables Any amount over 20% of the sum insured under Section 1 for Contents in a furniture store
cleaning or repair d. in any bank or safe deposit e. in any storage facility	



- f. temporarily kept at a furniture store during a period You are moving Home
- (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the Contents are being moved to Your new Home or to or from any bank, safe deposit, storage facility or furniture store

# 11. Tenant's Liability

If You are a tenant Your legal responsibility as a tenant for Damage to the Buildings caused by any of the events insured under numbers 1–10 in Section 1

Any amount over 10% of the sum insured under Section 1 for the Contents of the Buildings damaged or destroyed

Damage caused by fire, lightning or explosion to the Buildings other than to the landlord's fixtures or fittings

Damage arising from Subsidence, Heave or Landslip

Damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

Damage while the Buildings are Unoccupied Every claim the Excess is increased to £500

# **Section Conditions**

#### How We deal with Your claim

If Your claim for Damage to Buildings is covered under Section 1, We will pay the full cost of repair as long as:

- a) the Buildings were in a good state of repair immediately prior to the Damage and
- b) the sum insured is enough to pay for the full cost of rebuilding the Buildings in their present form and
- c) the Damage has been repaired

If the Buildings were not in a good state of repair prior to the Damage We may deduct an amount from Your claim.

If You claim for Damage to the Contents, We will at Our option repair, replace or pay for any article covered under Section 1. For total loss or destruction of any article We will pay You the cost of replacing the article as new, as long as:

- a) the new article is as close as possible to, but not an improvement on, the original article when it was new: and
- b) You have paid and We have authorised the cost of replacement.

The above basis of settlement will not apply to Clothes or Pedal Cycles where We will take off an amount for Wear and Tear.

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

# **Your Sum Insured**



We will not reduce the sum insured under Section 1 after We have paid a claim as long as You agree to carry out Our recommendations to prevent further Damage.

If You are under-insured, which means the cost of rebuilding the Buildings at the time of loss or Damage is more than Your sum insured for the Buildings, then We will only pay a proportion of the claim. For example, if Your sum insured only covers one half of the cost of rebuilding the Buildings, We will only pay one half of the cost of repair or replacement.

# Limit of insurance

We will not pay more than the sum insured for each Premises shown in the Schedule



# Section 2 - Legal Liability to the Public

# **Standard Cover**

This section applies only if the Schedule shows that either the Buildings or the Contents are insured under Section 1 of this contract of insurance.

What is covered	What is not covered
Legal Liability  We will pay up to £2.000.000 for Your legal liability:  (i) as owner or occupier up to the Limit of Indemnity stated in the Schedule for any amounts You become legally liable to pay as damages for  a. Bodily Injury b. Damage to property caused by an accident happening at the Premises during the Period of Insurance,  OR  (ii) as a private individual for any amounts You become legally liable to pay as damages for a. Bodily Injury b. Damage to property  caused by an accident happening anywhere in the world during the Period of Insurance	Your legal liability as a result of  Bodily Injury to



Unrecovered Damages  Sums which You have been awarded by a court in the United Kingdom and which still remain outstanding three (3) months after the award	dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs 54 Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation or any similar legislation in other countries  In respect of any kind of Pollution unless it is:  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 Premises named in the Schedule; and reported to Us not later than thirty (30) days from the end of the Period of Insurance; in which case all such Pollution arising out of such accident shall be deemed to have happened at the time of such accident  Arising out of Your ownership, occupation, possession or use of any land or Buildings that is not within the Premises  Any amount in excess of £100,000
<ol> <li>has been made provided that:</li> <li>Part A(ii) of this section would have paid on Your behalf had the award been made against You rather than to You</li> <li>There is no appeal pending</li> </ol>	
You agree to allow Us to enforce any right which We shall become entitled to upon making payment	
Defective Premises	
Any amount You become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Home previously owned and occupied by You	The cost of repairing any fault or alleged fault Any amount in excess of £2.000,000
Accidents to Domestic Staff	
We will pay up to £5,000,000 for Your legal liability for amounts You become legally liable to pay, including costs and expenses which We have agreed in writing, for Bodily Injury by accident happening during the Period of	We will not pay for Your legal liability for Bodily Injury arising - from the use of any vehicle outside the Premises



Insurance anywhere in the world to Your domestic staff employed in connection with the Premises shown in the Schedule

- from any vehicle used for racing, pacemaking or speed testing
- from any communicable disease or condition
- to domestic staff after the total period of their stay has exceeded thirty (30) days in Canada and/or the United States of America in any Period of Insurance
- from any animal other than Your domestic pets, cats, horses, or dogs not designated as dangerous by United Kingdom legislation or any similar legislation in other countries

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which We have agreed in writing.



# **Section 3 - Valuables and Personal Belongings**

The following cover applies only if the Schedule shows that it is included.

What is covered	What is not covered
Valuables and Personal Belongings listed in the Schedule (or listed in the specification attached) against physical Damage whilst away from the Home but within the Geographical Limits shown in the Schedule	Damage caused by moth or vermin Damage caused by electrical or mechanical faults or breakdown Any amount over £1,000 for any one item unless noted on the Schedule Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation of the item or whilst it is being worked upon Damage to guns caused by rusting or bursting of barrels Breakage of any sports equipment whilst in use Any loss of or Damage to contact, corneal or micro corneal lenses Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under Your personal supervision Any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during Your absence from such rooms Mobile telephones, iPhones, iPods and Computer Equipment unless noted on the Schedule Any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without a person authorised by You being inside the vehicle Theft unless involving forcible and violent entry or exit
1. Personal Money  The Insurer will pay You up to £250 for loss of Money from the Home	
2. Pedal Cycles	
We will pay You up to £250 for the cost of repairing or replacing Your Pedal Cycle following:	Damage to tyres, lamps or accessories unless the Pedal Cycle is stolen or damaged at the same time
(a) Theft or attempted theft (b) Accidental Damage	Damage from mechanical or electrical faults or breakdown
whilst at Your Home or used within 2km of Your Home	Damage while the Pedal Cycle is being used for racing or pacemaking or is let out on hire or is used other than for private purposes



Any claim for stolen a Pedal Cycle unless it was
locked to an immovable object or kept in a
locked building

# **Section Conditions**

# How We deal with Your claim

We will at Our option repair, replace or pay for any article Damaged.

If any insured item which is part of a pair, set, suite or common design and has an insured value of £1,000 or over:

- (i) We will not pay for the cost of replacing any undamaged or remaining items that form part of such pair, set, suite or common design.
- (ii) We will not pay more than the proportion that the Damaged item bears to the insured value of such pair, set, suite or common design.

### Your Sum Insured

You are under insured if the total value of unspecified items at the time of the Damage is more than Your sum insured for such items, then We will only pay for a proportion of the claim.

For example, if Your sum insured only represents one half of the total value of unspecified items We will only pay one half of the cost of repair or replacement.

However, if Personal Belongings are lost or damaged away from the Home We will not take account of the value of Personal Belongings in the Home at the time of such Damage.

### Limit of insurance

We will not pay more than the sum(s) insured shown in the Schedule.



# **Policy Exclusions**

All the individual Policy Sections are subject to the following exclusions except where stated below.

You are not covered for physical loss or destruction of or Damage to any property, or any claim or expense resulting or arising from such loss, destruction or Damage or any legal liability caused by or contributed to, or arising from the following:

**Act of Terrorism** (not applicable to Part A – Your Business Insurances – Section 6 – Employers' Liability)

An Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This Policy also excludes loss, Damage, cost, or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**Radioactive contamination** (not applicable to Part A – Your Business Insurances – Section 6 – Employers' Liability)

lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or its nuclear components.

Sonic bangs (not applicable to Part A - Your Business Insurances - Section 6 - Employers' Liability)

Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.

**Biological or chemical contamination** (not applicable to Part A – Your Business Insurances – Section 6 – Employers' Liability)

Biological or chemical contamination or malicious use of pathogenic or poisonous biological or chemical materials due to an Act of Terrorism including steps taken to prevent, suppress, control, or reduce the consequences of any actual, attempted, threatened, suspected, or perceived Act of Terrorism.

**Virus, Disease and Pandemic Exclusion (**not applicable to Part A – Your Business Insurances – Section 6 – Employers' Liability)

We will not pay claims for Damage or Injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to

- a) Coronaviruses
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) any mutation of or variation of a), b) or c) above;
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- f) any fear or anticipation of a), b), c), d) or e) above

War risks (not applicable to Part A - Your Business Insurances - Section 6 - Employers' Liability)

War, invasion, acts of foreign enemies, hostiles (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 public or local authority.

**Confiscation** (not applicable to Part A – Your Business Insurances – Section 6 – Employers' Liability)

Confiscation or nationalisation or requisition or Damage to property by or under the order of any government or public or local authority.

**Additional general exclusions** (not applicable to Part A – Your Business Insurances – Section 6 – Employers' Liability)

You are also not covered for any of the following:

- any Damage caused by Your deliberate acts;
- loss of value following a claim payment;
- Injury, or Damage to livestock, growing crops or trees;
- any Damage recoverable under any guarantee or maintenance, rental, hire or lease agreement.

#### **Gradual Deterioration**

We will not pay for Damage caused by Wear and Tear.

#### **Compulsory Motor Insurance**

Loss or damage caused by any mechanically propelled vehicle (including any type of machine on wheels or caterpillar tracks) licensed for road use or for which compulsory insurance or security is required by any road traffic legislation.

Property Worked On (applicable to Part A - Your Business Insurances - Section 7 - Public Liability)

We will not pay for liability in respect of damage to Caravans, Lodges, Structures or Motorhomes worked on where the damage is as a direct result of the work undertaken.

**Cyber** (not applicable to Part A – Your Business Insurances – Section 4 – Computer All Risks)

This insurance does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus or loss of use, reduction in functionality, availability or failure in the security of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, or cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.



# **Policy Conditions**

All the individual Policy Sections are subject to the following conditions except where stated below.

### **Application of Average**

If at the time of loss or damage, the sum insured stated on your schedule is less than the current cost of repairing or replacing then you are considered to be underinsured and may bear a proportionate amount of the loss. We will not apply this condition if the cost of repair or replacement is less than the sum insured stated on your schedule. Any excesses are applied after this condition of average.

#### Fraud

If You, or anyone acting for You, makes a fraudulent Claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- (a) will not be 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 Policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) 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 Policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and
- (ii) We need not return any of the premium paid.

#### Precautions and care

You must take precautions:

- for the safety of or to prevent or minimise loss of or Damage to Your property; and
- to keep Your property in a good state of repair; and
- to prevent or minimise accidents or Injury.

You must observe and comply with statutory or local authority obligations, regulations, laws or byelaws.

You should act at all times as if You are uninsured and attempt to keep all cost and or expenses in respect of any loss to a minimum.

# **Arbitration**

If We accept Your claim but You disagree over the amount You will be paid, the dispute will be referred to an Arbitrator who will be appointed in accordance with current law. When this occurs, the Arbitrator must decide on an award before You can bring proceedings against Us.

#### Contribution

If at the time of any Damage or liability covered under this Policy, You have any other insurance which covers the same Damage or liability We will only pay a rateable share of the claim.

#### **Obsolete Parts**

In respect of parts required for repair that are no longer manufactured Our liability is limited to the manufacturer's last list price less the appropriate fitting charge for those items.

### **Automatic Reinstatement of Sum Insured**

The sums insured by Sections 1 – 6 of Part A – Your Business Insurances shall not be reduced by the amount of any claim providing that You agree to carry out any reasonable recommendations put



forward by Us to prevent further loss and shall pay any proportionate additional premium required up to the following expiry date.

#### **Interested Parties**

If We agree to note the interest of any Third Party in this Policy, You will disclose the nature and extent of any such interest to Us at the time of making a claim.

#### Workmen

Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations, repairs, decorations, and maintenance without prejudice to this Policy.

#### **Non-Invalidation**

No act, omission or alteration which is unknown to You or beyond Your control will invalidate this Policy provided that You inform Us of any increased risk as soon as You become aware of it.

#### **Application of Excess**

For the purposes of the application of any Excess arising in the event of any claim each Structure shall be considered as a separate risk whether or not they are in common ownership.

# **Unoccupied Conditions**

You must

- ensure that any Unoccupied Building or Structure:
  - o is secured and locked to deter unauthorised entry;
  - has all mains services (gas, water, and electricity) turned off at the mains unless a full central heating system has been set to operate daily and overnight;
  - is visited at least once every 7 days by You or Your Employees in order to physically check the physical Building, Home or Structure and carry out as soon as practicably possible any work necessary to maintain its security in all respects.
- notify Us as soon as practicably possible if any Unoccupied Building, Home, or Structures has signs of unauthorised entry, attempted entry, or vandalism.

We shall have no liability under the Policy, if You fail to comply with the above provisions, unless You show that non-compliance with these provisions could not have increased the risk of the Damage which actually occurred in the circumstances in which it occurred.

#### **Protections**

You must ensure that:

- All physical and electrical protections, including both security and fire alarm systems, notified
  to Us are engaged and fully operational whenever the Premises or that part of the Premises
  occupied by You are closed for Business or left unattended;
- all security and fire alarm systems are regularly serviced at least annually under a service and/or maintenance contract with a National Security Inspectorate (NSI) or Security Systems and Alarms Inspection Board (SSAIB) approved alarm company;
- We are advised as soon as practicably possible and in any case within 48 hours if for any
  reason a physical or electrical protection system, including both security and fire alarm
  system, is not functioning properly. In these circumstances We may at Our discretion vary the
  terms and conditions of this policy.

We shall have no liability under the Policy, if You fail to comply with the above provisions, unless You show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



### **Sanctions**

We shall not provide any benefit under this contract of insurance or pay, any claim where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

If any sanction, prohibition, or restriction takes effect during the Period of Insurance You or We may cancel that part of the Policy so affected by giving written notice to the other party at their last known address.



# **Privacy and Security Statement**

Please view our full Privacy Statement at <a href="https://www.compass.co.uk/privacy-policy">www.compass.co.uk/privacy-policy</a> which will help you understand how we collect, use, and protect your personal data.

# Confidentiality and disclosure of your data

We will endeavour to treat your personal data as private and confidential. From time to time, we use third parties when administering your policy. The same duty of confidentiality and security will apply to them, and all processing will be carried out under our instruction.

We would like to bring your attention our obligations to disclose data in the following four exceptional cases permitted by law, and other situations set out below. These are:

- Where we are legally compelled to do so
- Where there is a duty to the public to disclose
- Where disclosure is required to protect our interest
- Where disclosure is made at your request or with your consent

In the unfortunate event that you have to make a claim then we will need to disclose data with any other party involved in that claim. This may include:

- third parties involved with the claim, their insurer, loss adjuster, solicitor, or representative
- medical teams, the police, or other investigators

If you make a complaint about the service we have provided, we may be obliged to forward details about your complaint, including your personal data, to the relevant ombudsman. You can be assured that they are similarly obliged to adhere to the Data Protection Act (DPA) Act 2018 and keep your personal data strictly confidential.

# How we will use your data

The data provided by you will be used:

- to calculate your insurance quote
- to administer the policy
- for anti-fraud purposes

We will make sure your personal data is:

- processed lawfully, fairly and in a transparent manner
- collected for specified and legitimate purposes for which it is processed
- adequate, relevant, and limited to what is necessary in relation to the purposes for which it is processed
- accurate and where necessary kept up to date
- kept no longer than is necessary for the purposes for which it is collected
- processed in a manner that ensures appropriate security, including protection against unauthorised or unlawful processing and against accidental loss, destruction, or damage

# **Identification checks**

Please note that we make a number of checks to assess your application for credit and verifying identities to prevent and detect crime and money laundering, as well as data sharing at any time for the purposes of fraud prevention.

When you take out a new policy, at renewal and in certain circumstances where an amendment is requested, we make a number of checks to assess your application for credit and verifying identifies to prevent and detect crime and money laundering.



To obtain this information, we will check records about you and anyone else who may also be insured and whose personal details have been provided as part of the insurance application.

If you give us false or inaccurate information and we suspect or identify fraud, we will record it and may also pass this information to Fraud Prevention Agencies and other organisations involved in the prevention of crime and fraud.

Your data may also be used for other purposes for which you give your specific permission or, in limited circumstances, when required by law or where permitted under the terms of the DPA.

# **Claims history**

If necessary, we may also have to investigate claims and conviction history for you and anyone else who may be insured while underwriting your policy or administering your claim. You can be assured that we will keep such investigations strictly confidential.

# Fraud prevention and detection

In order to prevent and detect fraud insurers may, at any time share information about you with our other group companies.

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

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

- checking details on applications for credit or other facilities
- managing credit and credit related accounts or facilities
- recovering debt
- checking details on proposals and claims for all types of insurance
- checking details of turnover and employees

#### How to find out more

This is a condensed guide to the use of your personal information. If you would like to read the full details of hour your data may be used, please view our full Privacy Statement at <a href="https://www.compass.co.uk/privacy-policy/">www.compass.co.uk/privacy-policy/</a>



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