

Your Policy Booklet

Shield Holiday Home Insurance



Available Shield Products:

- o Touring Caravans
- o Trailer Tents
- o Tent and Trailer
- o Holiday/Park Home
- o Household
- o Motorhome
- o Car
- o Scooter and Motorbike
- o Small Craft and Canoe
- o Pet
- o Key Protection



TOTAL INSURANCE®

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Contacting Us

You can contact **Us** via telephone, the Internet or by post using the details below:

Telephone	Policy Changes 0844 847 4450	Making Claims 0844 770 4626
Internet	www.shieldtotalinsurance.co.uk	
Post	Shield Total Insurance Crest House, Station Road, Egham, Surrey, TW20 9LG	Shield Total Insurance, Claims Department Crest House, Station Road, Egham, Surrey, TW20 9LG

Introduction

We would like to thank **You** for taking out this Caravan and Trailer Tent Insurance through Shield Total Insurance (“**Shield**”) and to welcome **You** as a valued customer.

Please read this policy wording carefully and raise any questions **You** may have with **Us**. Please remember there is a duty on **You** to take reasonable care and that if **You** avoid unnecessary claims this helps **Us** to retain highly competitive premiums.

Shield’s insurance is specially designed for campers and caravanners and **We** hope **You** will remain a customer for many years.

Your policy is underwritten by the following **Insurers** for these proportions:-

Groupama Insurance Company Limited. Member of the Association of British Insurers (“ABI”).	100%
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Registered address:

Groupama House, 24-26 Minories, London EC3N 1DE
(Co. Registration no. 995253).

All **Insurers** are authorised and regulated by the Financial Services Authority (“FSA”)

The subscribing **Insurers’** obligations are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing **Insurer** who for any reason does not satisfy all or part of its obligations.

Shield Total Insurance is a trading name of Vantage Insurance Services Limited (“VISL”).

VISL acts on behalf of **Insurers** in providing this insurance and is authorised and regulated by the FSA. VISL’s registered address is 7 Birchin Lane, London EC3V 9BW. Registered in England (Registered Company No. 3441136).

Shield Total Insurance

Crest House
Station Road
Egham
Surrey
TW20 9LG
Tel: 0844 847 4450

Customer Service

Our objective is to give an excellent service to all **Our** customers and to deal with any claim helpfully, promptly and fairly.

You can help **Us** to achieve this objective by:

- reading this policy wording and the enclosed **Evidence of Insurance** as soon as **You** receive it.
- letting **Us** know immediately if it does not meet **Your** requirements.
- keeping **Your Evidence of Insurance** in a safe place.
- contacting **Us** quickly with any question **You** may have.

However **We** do recognise that on occasion things can go wrong.

Complaints:

Should an occasion ever arise when **You** feel this objective has not been met then please initially contact Nigel Coppen at Shield Total Insurance, Crest House, Station Road, Egham, Surrey, TW20 9LG or telephone 0844 770 4625. On receiving **Your** complaint we will send a full response within 5 working days or tell **You** within that time when **You** can expect a response.

If **You** are still not satisfied please contact the Chairman and Chief Executive, Groupama Insurances, Groupama House, 24-26 Minories, London EC3N 1DE or Telephone: 0870 850 8510 or Fax: 020 7264 2860.

If **You** remain unhappy and feel the matter has not been resolved to **Your** satisfaction **You** may be entitled to refer **Your** matter to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. Please be aware that the Ombudsman will only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

Financial Services Compensation Scheme:

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** cannot meet **Our** obligations **You** may be entitled to compensation from the scheme. This depends on the type of business and the circumstances of the claim.

Insurance and advising is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on their website at www.fscs.org.uk/ or by telephone on 020 7892 7300.

Cancellation:

You have a right to cancel **Your** policy during a period of 14 days from the day of the purchase of the contract or the day on which **You** receive **Your** policy documentation, whichever is the later. There may be a cancellation charge should the policy have been in force.

Disclosure

You must immediately inform **Us** of any:

- change of **Your Holiday Home** - mid-term substitutions will be subject to an administration charge
- change of **Your** address or if **You** move **Your Holiday Home** to another **Site**. This is particularly important because failure to advise **Us** could invalidate **Your Policy**
- convictions or prosecutions suffered by **You** and **Your Family**, other than motoring offences
- increase in the values of any insured items listed in **Your Evidence of Insurance** not taking into account any seasonal changes, or minor fluctuations. Please note that if **You** notify **Us** of an increase **Insurers** reserve the right to increase the **Premium**.

Making Claims

Claims paid by **Insurers** will be subject to the conditions set out in this policy, including the following procedures:

- i) **You** must report to **Us** any loss, damage, **Incident** or claim or any occurrence likely to give rise to a claim and of any proceedings being brought against **You**, as soon as reasonably possible.
- ii) A completed claim form must be returned within 30 days of discovery of the **Incident**. If **You** experience difficulty in obtaining estimates these may be provided separately.
- iii) **You** must, in the event of theft or other malicious **Incident** give immediate notice of loss or damage to the Police.
- iv) **You** must send copies of every letter writ or document to **Us** immediately upon receipt.
- v) **You** or any person claiming coverage must give all information and assistance to **Us** and, unless **Your** claim is a small claim, not negotiate, pay, settle, admit or repudiate any claim without the **Insurers'** written consent.
- vi) No property may be abandoned to the **Insurers**.

Small Claims.

In the event of damage to **Your Holiday Home** resulting in a possible claim, where the total cost of repairs is not likely to exceed £400, **You** may proceed with the repairs without reference to **Us** but **You** must submit the receipted invoice and complete a claim form. **Insurers** will only pay small claims within the terms and conditions of this insurance.

Insurers' Rights

The **Insurers** may, at their discretion, take over the defence and settlement of any claim, and at any time, in **Your** name or that of any other person entitled to coverage, seek recoveries and indemnities from other parties.

You must give to the **Insurers** such information, assistance and copies of documents as the **Insurers** may require as soon as reasonably possible.

This policy is issued by, on behalf of and with the authority of the **Insurers**.

Law Applicable to Contract

Your policy will be governed by and construed in accordance with English Law. The language and all communications with **You** will be in English.

Definitions

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

Average	If the sum(s) insured immediately prior to the Incident does not represent the full cost of replacement Insurers will only pay the same proportion of the loss or damage as the sum insured bears to the full cost of replacement.
Contents	Household goods, personal possessions and clothing in the Holiday Home which belongs to You , or Your Family , or for which You are legally responsible. Contents do not include articles of gold, silver or other precious metal, jewellery, furs, watches, cameras and other photographic equipment, binoculars, spectacles, contact or corneal lenses, motor vehicles, motor cycles, trailers, watercraft and or outboard engines, or any accessories to these items, watersports clothing and equipment, fishing tackle, golfing equipment, bicycles, pets and livestock, landlords' fixtures and fittings, securities, certificates, Money , stamps, credit cards, cheques and documents of any kind.
Evidence of Insurance	The document providing evidence of Your contract of insurance with the Insurers and identifying the details on which Insurers have based the terms and conditions of this insurance as well as the Sections and amount of cover You have bought.
Excess	The Excess is the first amount of any one claim (for each separate Incident) that You pay. Your Excess is set out in Your Evidence of Insurance .
Family	Your spouse or partner and children, including foster children
Floation Device	A device designed to keep Your Holiday Home afloat and unharmed, above flood waters.
Holiday Home	Caravan, Chalet, Lodge or Park Home (including standard fixtures, fittings and equipment supplied by the manufacturer/builder when new), Floation Device , ancillary domestic outbuildings, fixed storage chests, steps, balconies, patios, skirting and associated fences and gates, which belong to You or for which You are responsible, as stated in the Evidence of Insurance .

Definitions (continued)

Incident	A sudden, unexpected, specific event which occurs at an identified time and place resulting in loss, damage, liability or injury
Insurers	The Underwriters who are Your Insurers as set out in Your Evidence of Insurance
Market Value	<p>The cost at the date the Incident occurred, of a used replacement of the lost or damaged item of the same age and condition after taking into account wear, tear and depreciation. In the case of Your Holiday Home, the cost will also include debris removal, delivery charges, charges made by the Site owner and re-siting costs.</p> <p>The maximum amount Insurers will pay is limited to the sum insured shown in the Evidence of Insurance.</p>
Money	Money of any kind, including cash, bankers drafts, cheques, credit/debit or charge cards or any other type of financial instrument.
New for Old	<p>The cost of a new replacement of the lost or damaged item, or the nearest equivalent. In the case of Your Holiday Home, the cost will also include debris removal, delivery charges, charges made by the Site owner and re-siting costs.</p> <p>The maximum amount Insurers will pay is limited to the sum insured shown in Your Evidence of Insurance. All cash settlements will be on a Market Value basis only.</p>
Our / Us / We / Shield	The administrators of this insurance.
Period of Insurance	The length of time, shown on Your Evidence of Insurance , during which cover applies
Premium	The payment You make in return for Insurers giving You insurance.
Site	The park where Your Holiday Home is located as shown in Your Evidence of Insurance
Sports Equipment	Fishing rods, wet suits, surf boards, golf clubs and inflatable dinghies up to 14 feet or 427 cm in length kept at Your Holiday Home which belongs to You , or Your Family , or for which You are legally responsible.

Definitions (continued)

Third Party	Any person other than You , a member of Your Family or an employee of You or Your Family .
United Kingdom	England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.
You / Your	The name of the person appearing in the Evidence of Insurance as the Insured.

The Cover

Please read **Your Evidence of Insurance** together with this policy.

Section One

Holiday Home, Contents and Sports Equipment

What is covered	What is not covered
<p>Loss or damage to Your Holiday Home (including the resulting cost of debris removal and re-siting of a replacement Holiday Home), Contents and Sports Equipment during the Period of Insurance caused by the following perils:</p>	<p>The Excess applicable to the peril as set out in Your Evidence of Insurance</p> <p>Depreciation, deterioration, manufacturing defects, general wear and tear, damage by pets, moth, vermin, rot, frost, water leakage or any gradually operating process such as rust or damp.</p> <p>Mechanical, electronic or electrical breakdown, failure or damage.</p> <p>Any claim, including theft, which arises from deception, fraud or the use of stolen, forged, or invalid cheques, bank drafts or bank notes or any other financial instrument.</p> <p>Any claim arising out of the cessation of any business for any reason including liquidation, insolvency or bankruptcy.</p> <p>The cost of replacing any undamaged item or parts of items forming part of a set, suite, carpet or other article of a uniform nature colour or design where the remaining item or items are still usable and the loss or damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.</p> <p>For the sake of clarity, Insurers will also not pay for the cost of replacing any undamaged panel where the loss or damage occurs to another panel or to a clearly identifiable area or to a specific part of Your Holiday Home and replacements cannot be matched</p> <p>Loss or damage to Sports Equipment that:</p> <ul style="list-style-type: none">• was suffered whilst they were in use at the time of the Incident• exceed £250 for any single article <p>Any loss or damage to inflatable dinghies that are more than 14 feet or 427 cm in length.</p> <p><u>Additional exclusions specifically for Your Contents</u></p> <p>Any single item valued at more than £500 unless specifically identified on Your Evidence of Insurance</p>

The Cover (continued)

Section One (continued)

What is covered	What is not covered
<p>1. Fire, smoke, explosion, lightning, thunderbolt, earthquake, riot, civil commotion, strikes, labour disturbances, aircraft and other aerial devices or anything dropped or falling from them</p>	
<p>2. Storm or flood</p>	<p>Loss or damage by frost.</p> <p>Loss or damage arising from seepage of water into Your Holiday Home through seams or seals unless as a result of rising flood water.</p> <p>Loss or damage from storm unless Your Holiday Home is securely storm anchored at all four corners of the chassis. If Your Holiday Home is fitted with a Floatation Device approved by Us then Your Holiday Home should be securely attached to the Floatation Device, which should be able to float freely above the ground in the event of flood, in accordance with manufacturer's instructions.</p> <p>Loss or damage to fences and gates unless Your Caravan, Chalet, Lodge or Park Home is damaged at the same time from the same cause</p> <p><u><i>Additional exclusions specifically for Your Contents</i></u></p> <p>Property left in the open unless we have previously agreed in writing.</p>

The Cover (continued)

Section One (continued)

What is covered	What is not covered
<p>3. Theft or attempted theft</p>	<p>Loss or damage by any person lawfully in Your Holiday Home</p> <p><i>Additional exclusions specifically for Your Holiday Home</i></p> <p>Loss or damage by theft to any touring caravan used and insured as a Holiday Home unless a proprietary anti-theft device has been fitted to the tow hitch and the wheels are removed entirely from its vicinity</p> <p><i>Additional exclusions specifically for Your Contents and Sports Equipment</i></p> <p>Loss or damage if Your Holiday Home is unattended and unlocked</p> <p>Loss or damage by the hirer or tenant.</p> <p>Loss or damage while Your Holiday Home or any part is lent, let, or used for trade or business purposes, unless a person has used violent force to enter or leave Your Holiday Home.</p> <p>Property left in the open apart from inflatable dinghies up to 14 feet or 427 cm in length or garden furniture where such items are padlocked to an immovable object.</p>
<p>4. Escape of water or oil from any fixed domestic water or heating installation</p> <p>Or</p> <p>Water freezing in any fixed domestic water or heating installation</p>	<p>Loss or damage if Your Holiday Home is not lived in by You or any other person authorised by You, for more than 2 consecutive days during the period from 1st October to the 15th March unless:</p> <ul style="list-style-type: none"> • the water has been turned off at the mains and all equipment fully drained other than in respect of a proprietary sealed central heating system containing antifreeze which has been professionally fitted and is maintained to the manufacturers' specifications, or • a full central heating system has been set to operate daily and overnight to avoid frost damage. <p>Loss or damage to the installation itself.</p>

The Cover (continued)

Section One (continued)

What is covered	What is not covered
5. Impact or damage by any vehicle or animal	Any loss arising from damage caused by pets, moth or vermin
6. Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts	<p>Loss or damage arising from erection, dismantling, repair or maintenance</p> <p><i><u>Additional exclusions specifically for Your Contents</u></i></p> <p>Breakage or collapse of television or radio aerials, satellite receiving dishes, their fittings or masts is not covered under Your Contents sum insured.</p>
7. Malicious acts or vandalism	Loss or damage by any person lawfully in Your Holiday Home
8. Falling trees, telegraph poles or lampposts or any parts of them	<p>The cost of removing them other than from the immediate vicinity of the damaged Holiday Home and disposing of them.</p> <p>Loss or damage to fences and gates unless Your Caravan, Chalet, Lodge or Park Home is damaged at the same time</p> <p>Loss or damage arising from felling, lopping or topping of trees</p>

The Cover (continued)

Section One (continued)

What is covered	What is not covered
<p>9. Subsidence, heave or landslip of the land or pitch on which Your Holiday Home stands and for which You are legally responsible.</p> <p>For Your Contents, You do not have to show You are legally responsible for the land or pitch on which Your Holiday Home stands</p>	<p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • the normal settlement or bedding down of new Holiday Homes • the settlement or movement of made-up ground; • normal settlement, shrinkage or expansion; • demolition, structural alteration or repair; • defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations. <p>Loss or damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of Your Caravan, Chalet, Lodge or Park Home are destroyed or damaged at the same time and from the same cause.</p> <p>Loss or damage to swimming pools, tennis courts, central heating oil or gas tanks, paved terraces, patios, paths, drives, boundary and garden walls, fences and gates and septic tanks, unless Your Caravan, Chalet, Lodge or Park Home is damaged at the same time and from the same cause.</p> <p>Loss or damage to the Holiday Home if it is covered by an NHBC Certificate of Insurance.</p>

The Cover (continued)

Section One (continued)

What is covered	What is not covered
<p>10. Accidental damage</p> <p>Accidental breakage of fixed glass in windows, doors, fanlights and skylights of Your Holiday Home.</p> <p>Accidental damage to sanitary fixtures or ceramic hobs in fixed appliances in Your Holiday Home</p> <p>Accidental damage to underground service pipes and cables for which You are responsible.</p>	<p>Any loss or damage caused by:</p> <ul style="list-style-type: none"> • any other event in Section One or anything excluded under Section One; • mechanical or electrical faults, breakdown or failure; • faulty manufacture, workmanship, defective design or use of defective materials; • deterioration or any process of cleaning, dyeing, restoration or repair; • corrosion, wear and tear, settlement or shrinkage. <p>The costs of routine maintenance or normal costs of decoration.</p>
<p>11. Loss of keys</p> <p>In the event that the keys for Your Holiday Home are stolen or are accidentally lost, Insurers will pay You the cost of replacing locks, including keys of the same quality, to:</p> <ul style="list-style-type: none"> • any external doors and windows; <p>Or</p> <ul style="list-style-type: none"> • intruder alarms and safes installed in Your Holiday Home <p>The most Insurers will pay You for any one claim is set out in Your Evidence of Insurance.</p>	<p>Loss by theft not reported to the Police.</p>
<p>Sums Insured</p> <p>The most Insurers will pay for losses or damage to Your Holiday Home, Contents or Sports Equipment are the sums insured shown in Your Evidence of Insurance.</p> <p>The most Insurers will pay for household linen and clothing will be calculated on a Market Value basis and will not exceed the Contents sum insured.</p>	
	<p>Please also see the General Exclusions, which are in addition to the exclusions in Section One</p>

The Cover (continued)

Section One (continued)

Basis of Settlement for Section One

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

Initially, **Insurers** will consider claims for household linen and clothing on a **Market Value** basis and all other claims on the basis of cover shown in **Your Evidence of Insurance**. Any settlement is on condition that **Your** sums insured are adequate and **You** actually incur the cost of repair or replacement.

Your Holiday Home was for sale at the time of the **Incident**

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

Basis of settlement initially considered by Insurers	Basis of settlement Insurers will offer if Your sum insured is too low
New for Old	Market Value
Market Value	Insurers will apply Average

All cash settlements are offered entirely at **Insurers'** discretion and will be made on a **Market Value** basis.

Obsolete Parts

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

Automatic Reinstatement of sum insured

The sum(s) insured by this Section shall not be reduced by the amount of any claim providing **You** agree to carry out any reasonable recommendations put forward by **Us** to prevent further loss and shall pay any additional **Premium** required up to the renewal date.

The Cover (continued)

Section Two

Loss of Use

What is covered	What is not covered
<p>If Your Holiday Home becomes uninhabitable, following loss or damage by an insured peril covered under Section One of this Policy, Insurers will contribute towards the reasonable costs of:</p> <ol style="list-style-type: none">1. alternative accommodation whilst the Holiday Home cannot be occupied.2. pitch fees You are liable to pay for the period the Holiday Home cannot be occupied.	<p>Insurers will not pay any for any costs incurred without their prior written agreement</p>
<p>Limit under Section Two</p> <p>The most Insurers will pay You for any one claim is 10% of the total sum insured on Your Holiday Home stated in the Evidence of Insurance.</p>	
	<p>Please also see the General Exclusions, which are in addition to the exclusions in Section Two</p>

The Cover (continued)

Section Three

Liability to the Public

What is covered	What is not covered
<p>1. The legal liability of You and Your Family or Your legal representative for causing:</p> <p>i) accidental death, bodily injury or illness to a Third Party</p> <p>or</p> <p>ii) accidental damage to a Third Party's property;</p> <p>happening during the Period of Insurance and arising from the ownership or use of Your Holiday Home.</p> <p>Insurers will pay:</p> <p>a) Damages or compensation to a Third Party for the injury or damage caused.</p> <p>b) A Third Party's legal costs incurred in claiming compensation from You as agreed by Us or awarded by a court or tribunal.</p> <p>c) Your legal costs for defending the claim as agreed by Us or awarded by a court or tribunal if incurred with Our prior written consent.</p> <p>You may request that cover under this Section be extended to any named person using the Holiday Home with Your permission. If We agree in writing to this request, cover will be extended and the named person must observe, fulfil and be subject to the terms of this Policy in so far as they can apply.</p>	<p>Liability arising from the Holiday Home being used for any trade or business purpose.</p> <p>Damage to property owned by or in the custody of You or Your Family, an employee of You or Your Family, or any person to whom the Holiday Home is lent.</p> <p>Liability arising from injury to You or Your Family or an employee of You or Your Family.</p> <p>Liability arising from the ownership, use or possession of lifts or mechanically or electrically propelled vehicles (other than domestic garden equipment)</p> <p>Liability arising under any agreement unless You would have been liable had the agreement not been made.</p> <p>Liability for an Incident which occurs over 7 years from the date the Policy was cancelled after Your Holiday Home was sold.</p> <p>Liability for which compulsory insurance or security is required by any road traffic legislation</p> <p>Any fines or penalties</p>

The Cover (continued)

Section Three (continued)

What is covered	What is not covered
<p>2. Unrecovered damages</p> <p>Insurers will pay You all sums which You have been awarded in Courts of United Kingdom jurisdiction and which have not been paid to You within 3 months of the date of the award, if:</p> <ul style="list-style-type: none"> • the cover provided under this Section would have insured You if the award had been made against You rather than in Your favour; <p style="padding-left: 40px;">and</p> <ul style="list-style-type: none"> • You do not have an appeal pending. 	<p>Any loss excluded under part 1 of Section Three.</p>
<p>The maximum amount Insurers will pay for any one claim or series of claims arising out of one event including all legal costs and expenses is shown in Your Evidence of Insurance</p>	
	<p>Please also see the General Exclusions, which are in addition to the exclusions in Section Three</p>

The Cover (continued)

Section Four

Personal Accident

What is covered	What is not covered
<p>You or Your Family suffering any of the physical injuries listed below caused solely and directly by an accident whilst either :</p> <p>a) on holiday in Your Holiday Home during the Period of Insurance</p> <p>or</p> <p>b) working on Your Holiday Home</p> <p>which within 52 weeks of the date of the accident solely and independently of any other cause results in their death or injury listed below:</p> <p><u>Physical Injuries</u></p> <ol style="list-style-type: none"> 1. Death 2. Loss of use of one or more limbs or total loss of sight of one or both eyes 3. Permanent total disablement, payable after the incapacity has lasted for 52 weeks <p><i>For the purposes of this Section, disablement means the inability to engage in the usual paid occupation or an occupation with similar remuneration</i></p>	<ul style="list-style-type: none"> • Anyone whose age does not fall within the bands set out for each benefit in the Evidence of Insurance at the time of the accident. • No benefit will be payable for death, loss or disablement occurring more than 12 months after the bodily injury has been sustained. • More than one benefit from this policy in connection with the same bodily injury. • Any injury caused directly or indirectly by: <ul style="list-style-type: none"> ◦ Alcohol, narcotic or drug use unless taken as prescribed by a registered medical practitioner. ◦ You or Your Family participating in driving or riding in any kind of race, rock climbing or mountaineering normally involving the use of ropes or guides, skiing, water skiing, tobogganing, potholing, skin diving, scuba diving, snorkelling, hang gliding, parachuting, hunting on horse back, or any winter sports other than skating. ◦ Self inflicted injury.
<p>Insurers will pay the benefits set out in Your Evidence of Insurance</p>	<p>Please also see the General Exclusions that are in addition to the exclusions in Section Four</p>

The Cover (continued)

General Exclusions applicable to all Sections of this policy

Insurers will not pay for:

1. Any loss or damage if **Your Holiday Home** is:
 - i) being used for trade or business purposes,
 - ii) being used as a permanent place of residence,
 - iii) not properly sited on the **Site** identified in **Your Evidence of Insurance of Insurance**.
2. Loss of use other than provided by Section Two of this Policy.
3. Loss or destruction of or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss or any legal liability of whatsoever nature, directly or indirectly caused or contributed to, by, or arising from:-
 - i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - iii) War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, and in the Republic of Ireland and Northern Ireland riot and civil commotion.
 - iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
4. Loss, damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of terrorism. For the purpose of this exclusion an act of terrorism means the use of biological, chemical and /or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
5. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **Period of Insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such **Incident** takes place.
6. Claims if they are covered by any other insurance.
7. Loss of value following any loss, destruction or damage or a claim payment
8. Loss or damage or legal liability directly or indirectly arising from the **Holiday Home** being loaned, leased or hired to any other person other than **Your Family** unless agreed by **Us** in writing.
9. Any loss or damage which does not happen within the **Period of Insurance**.
10. Loss or damage caused deliberately by **You**

The Cover (continued)

Conditions applicable to all Sections of this policy

1. Observance of Terms

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

2. Reasonable Precautions against Theft and Damage

You must take all reasonable precautions to protect **Your Holiday Home** and other insured items against theft and damage.

3. Maintenance and Siting

You must ensure that **Your Holiday Home** is maintained in a sound condition and is correctly sited on the **Site** identified in **Your Evidence of Insurance** in accordance with the manufacturer's instructions as **Insurers** have offered this insurance on that basis.

4. Floatation Device

If **You** have a **Floatation Device**, it must be installed in accordance with the manufacturer's instructions and should be inspected regularly, particularly after any flood. Do not attach anything to **Your Holiday Home** that would stop the **Floatation Device** operating freely in the event of a flood and that **You** have not stored anything under or around **Your Holiday Home** that would cause damage as the **Floatation Device** rises and falls with the level of flood water.

5. Fraud

If **You** make any claim that is false or fraudulent in any way this insurance shall become void and all claims forfeited.

6. Total Loss

In the event of the total loss of **Your Holiday Home** all cover under this insurance will cease from the date of the appropriate claim settlement. Any salvage becomes the property of the **Insurers** and no refund of **Premium** for any remaining **Period of Insurance** will be payable. Any outstanding **Premium** will be deducted from **Your** claim settlement.

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

7. Rights under Contract

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

8. Cancellation

a) Cancellation by the Insurers

The **Insurers** can cancel this insurance by giving not less than thirty days notice in writing to **You** at **Your** last known address and **Your Premium** will be adjusted by making a deduction for the proportion of time on risk when **You** were covered up to the cancellation date. No cancellation charge will be made

Notice shall be deemed to be duly received if such notice has been sent by post in a pre-paid and properly addressed envelope.

b) Cancellation by You

Should **You** cancel this insurance **You** may be entitled to a refund of **Premium** provided **You** have not made a claim during **Your** current year of insurance. **Your** refund will be calculated by making a deduction for the proportion of time on risk when **You** were covered up to the cancellation date and a cancellation charge will be applied. If **You** have made a claim any **Premium** return will be discretionary.

Cancellation by **You** must be notified to **Us** in writing prior to the cancellation date.

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