

policy document

HOLIDAY HOME INSURANCE



UNDERWRITTEN BY



ARRANGED BY



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Please read this policy carefully to ensure that it meets your requirements.

Cover photo supplied courtesy of Pathfinder Holiday lodges

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

How we will use your data

We hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services for this policy.

Fraud prevention

We may check your details with various fraud prevention and credit reference agencies. 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. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims.

For further information on how we use your data and fraud prevention please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy

Claims enquiries

Making your claim

For all claims

Claims should be made to Parksure or Ecclesiastical directly using the contact methods listed below.

To contact Parksure during office hours of 9am – 5pm, Monday to Friday call the following number:

01452 314413

Email

claims@parksure.com

Alternatively, you can contact Ecclesiastical where new claims can be reported 24 hours a day, seven days a week. Claim updates can be requested during our office hours of 8am – 6pm, Monday to Friday.

Call Ecclesiastical on

0345 603 8381

Claim online at

www.ecclesiastical.com

Email

claims@ecclesiastical.com

Fax

0345 602 2869

Emergency Glass Replacement

0800 474747

This service is provided by Glassolutions Installation. If you are insured against breakage of glass, a free call to Glassolutions Installation will make sure your broken glass is repaired quickly. We will pay Glassolutions Installation direct but you pay for any excess.

General definitions

Each time any of the following words or phrases appear in bold italic type they will take the meaning shown below unless more specifically defined under any individual policy section.

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply.

Buildings

means the ***holiday home*** with all fixtures, fittings and furnishings supplied by the manufacturer and normally included within the list price and specification and the following provided that they are within the boundaries of the land belonging to the ***holiday home***:

- (i) service connections
- (ii) skirting
- (iii) fixed chests
- (iv) storage sheds/boxes
- (v) steps
- (vi) decking
- (vii) verandas
- (viii) patios
- (ix) greenhouses
- (x) hot tubs
- (xi) landscaping
- (xii) television or radio aerials
- (xiii) security equipment
- (xiv) glass, ceramic hobs and sanitary fixtures
- (xv) the following items fixed to the buildings or fixed into the ground
 - (a) satellite dishes
 - (b) wind turbines less than 10kw
 - (c) solar panels less than 50kw

all for which ***you*** are legally responsible.

Contents

means household goods, furniture, furnishings, mirrors, glass tops and fixed glass in furniture, ceramic hobs or tops forming part of a free-standing unit, ***high risk property*** and ***personal effects*** all belonging to ***you*** or for which ***you*** are legally responsible.

The term ***contents*** does not include the following:

- (i) aircraft or watercraft (other than inflatable dinghies up to 14 feet in length), ***motor vehicles***, caravans, trailers or parts or accessories on or in any of them.
- (ii) any living creatures, trees, shrubs, plants or grass.
- (iii) securities, certificates or documents of any kind.
- (iv) property more specifically insured by any other policy of insurance.
- (v) property which is used for trade or business purposes.

- (vi) any part of the structure of the **buildings** in which the property is contained.
- (vii) fixtures, fittings and furnishings supplied by the manufacturer and normally included within the list price and specification.
- (viii) **money**

Damage/Damaged

means loss or damage.

Excess

means the amount **you** must pay towards any claim.

If one incident results in a claim being made under more than one section of the policy only one excess (the higher amount) will apply.

Heave

means upward movement of the ground beneath the **buildings** as a result of the soil expanding.

High Risk Property

means jewellery, precious stones, articles of gold or other precious metal, furs, pictures, works of art and collections of stamps, coins or medals, porcelain, china, crystal and glass collectables.

The term **high risk property** does not include property owned or used for business or professional purposes.

Holiday Home

means the static caravan, chalet or lodge (used as a weekend or holiday home by **you** or tenants or hirers) and its outbuildings and central heating oil / gas tanks all used for domestic purposes.

Landslip

means downward movement of sloping ground.

Money

means cash, bank or currency notes, cheques, travellers and euro cheques, postal orders, postage stamps which are not part of a collection, Premium Bonds, savings stamps, credit vouchers, travel tickets, gift tokens, passports, green cards, driving licences and petrol coupons.

Motor Vehicles

means any electrically or mechanically powered vehicle other than

- (i) a vehicle used only as domestic gardening equipment.
- (ii) a battery powered wheelchair or mobility scooter.
- (iii) a golf cart trolley or buggy controlled by someone on foot.
- (iv) a toy or model controlled by someone on foot.
- (v) electrically assisted pedal cycles with a rated output of 0.25 kilowatts or less or any other output limit stated

in amendments to The Electrically Assisted Pedal Cycles Regulations 1983.

Period of insurance

means the duration of this policy as shown in the **schedule** and any further period for which **we** accept the premium.

Personal Effects

means

- (i) fishing equipment
- (ii) surfing equipment
- (iii) golfing equipment
- (iv) camera equipment
- (v) pedal cycles
- (vi) binoculars

Schedule

means the latest schedule issued by **us** as part of **your** policy.

Serviced Pitch

means the prepared base on which the **holiday home** stands.

Settlement

means downward movement as a result of the soil being compressed by the weight of the **buildings** within 5 years of construction.

Subsidence

means downward movement of the ground beneath the **buildings** other than by **settlement**.

Sum Insured

means the monetary amount shown against any item.

Territorial Limits

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

Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unfurnished

means without enough furniture and furnishings for normal living purposes.

Unoccupied

means not lived in by **you** or any person authorised by **you**.

Water table

means the top level of underground water where the soil is in a permanent state of saturation.

We/Our/Us

means Ecclesiastical Insurance Office plc.

You/Your/Yourself

means the person or persons named as the Insured in the ***schedule*** and their family who normally live with them.

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document.

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with ***your holiday home*** during the period of insurance or any subsequent period for which **we** agree to accept a renewal premium.

General exclusions

1 Radioactive Contamination

We will not cover any loss, **damage**, cost, expense or any legal liability directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
- (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or part of that equipment.

2 War Risks

We will not pay for **damage** or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

- (i) war
- (ii) invasion
- (iii) activities of a foreign enemy
- (iv) hostilities or warlike operations (whether war be declared or not)
- (v) civil war
- (vi) mutiny
- (vii) revolution, rebellion or insurrection (meaning people rising up and rebelling against the government by force)
- (viii) civil commotion which is so severe or widespread that it resembles a popular uprising

- (ix) military power (even if properly authorised by the duly elected government)
- (x) martial law
- (xi) usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or
- (xii) property being confiscated by any government or public or local authority.

3 Terrorism

Part A

Property

applicable to the Buildings, Contents and Personal possessions sections of the policy.

We will not cover any loss, **damage**, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with

- (i) biological, chemical, or nuclear pollution
 - (ii) contamination
- due to any act of **terrorism**.

If **we** allege that by reason of this exclusion any loss, **damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

Part B

Third Party Liability

applicable to any section or part of a section insuring legal liability to third parties (other than **your** domestic employees).

This insurance does not provide an indemnity in respect of any liability to third parties or any liability incurred by **you** for damages costs or expenses directly or indirectly caused by resulting from or in connection with any act of **terrorism**.

This policy also excludes any such third party liability or any liability incurred by **you** directly or indirectly 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**.

If **we** allege that by reason of this exclusion any loss, damage, expense or indirect loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

4 Uninsurable Risks

We will not cover the following:

- (i) the cost of maintaining buildings or contents.
- (ii) **damage** that happened before cover under this policy started.
- (iii) any **damage** caused deliberately by **you** or anyone acting on **your** behalf.
- (iv) **damage** caused by wear and tear, atmospheric or climatic conditions (other than storm or flood), rot, fungus, insects or any gradual cause.
- (v) **damage** caused by faulty workmanship, materials, specification or design.
- (vi) **damage** caused by cleaning, dyeing, repair or restoration.
- (vii) mechanical or electrical breakdown.

5 Pollution or Contamination

We will not cover any claim or expense of any kind caused directly or indirectly by 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 shall be deemed to have occurred at the time such incident takes place.

6 Reduction in Market Value

We will not make any extra payment for a reduction in the market value following a repair, reinstatement or replacement paid for under this policy.

7 Date recognition

We will not cover **damage** to any

- (i) computer or other electrical equipment containing a microchip or integrated circuit or any component part insured by **us**, and
- (ii) computer records, programs, discs, software or the information contained on them

which is caused, at any time, by a failure of any property insured by **us** to recognise, accept, process or respond to any date as its true calendar date or a failure to continue to function correctly beyond that date.

8 Indirect Loss

We will not pay for any indirect losses which result from the incident that caused **you** to claim, except as specifically provided for under this policy.

General conditions

1 Misrepresentation

It is **your** duty to take reasonable care not to make a misrepresentation to **us** if **we** ask **you** a question in connection with **your** insurance or **we** ask **you** to confirm or amend details.

If **you** fail in this duty it may have adverse consequences on **your** insurance policy including, in the worst case scenario, refusing all claims, cancelling the policy from the beginning and retaining all premiums paid.

2 Gas Cylinders

If **Your holiday home** has been continuously **unoccupied** for more than 15 days there is no cover for **damage** and liability arising from gas cylinders at the **holiday home** unless the gas cylinders are securely chained to the exterior of the **holiday home** or placed within securely locked and approved exterior storage sheds or fixed containers elsewhere in the park.

3 More than One Location

If this policy insures **buildings** or **contents** at more than one address, the policy limits and exclusions apply separately to each address in the same way as if each address had been insured by a separate policy.

4 Care of Property

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent and minimise any claims.

5 Changes to risk

Please tell **us** as soon as possible if there are any changes to the information set out in the most recent 'What you've told us' document issued to **you**. This includes any change to the persons to be insured under the policy, the address of the property to be insured and the amounts or limits **your** items are insured for.

You must also tell **us** as soon as possible about any of the following:

- any change to **your** postal address for this policy
- if any person insured under this policy receives a criminal conviction which results in a custodial sentence
- any planned building works
- if any of **your buildings** are to be lent, let, sub-let, or used for business purposes (apart from occasional clerical work)

If in doubt, **you** should contact **your** broker or contact **us**. **Our** address and phone number is stated in the General information section.

If **you** tell **us** about a change affecting **your** policy, **we** will tell **you** whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If **you** do not tell **us** about a change described above, or if the information that **you** provide is not complete and accurate, **we** may, depending on the circumstances,

- (i) refuse to pay or reduce the amount **we** pay for any relevant claim;
- (ii) revise the terms and/or premium of **your** policy; or
- (iii) cancel **your** policy in accordance with General condition 8.

6 Other Insurances

If when any claim arises there is any other insurance in force covering the same matter, **we** will only be responsible for **our** proportion of the claim. This condition does not apply to compensation under the Personal Accident section.

7 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option:

- (a) repudiate the claim.
- (b) recover any payments already made by **us** in respect of the claim.
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date. If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address.

8 Cancelling the policy

- (i) **Your right to cancel in the cooling-off period:**

If after insuring with **us** and receiving the full written policy documentation including the **schedule you** subsequently change **your** mind **you** have 14 days to write to the sender confirming that **you** do not wish to continue. No charge will be made and any premium **you** have already paid will be refunded.

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

If **you** do not cancel the policy within the 14-day cooling-off period mentioned above, the policy is in force and **you** are committed to pay the premium. However, **you** can still cancel the policy providing **you** give **us** notice in writing. As long as **you** have not made a claim **you** will receive a refund of part of **your** premium which covers the cancelled period, providing this exceeds £15. If **you** have made a claim then the full annual premium is due.

(iii) **Our right to cancel**

(1) **Non-payment of premium**

(a) **If you do not pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the premium by the due date. If **you** do not pay the premium by the due date, **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 days from the due date in which to pay the outstanding amount. If payment is still not received in the timescale

we have advised the policy is cancelled from the outset.

(b) **If you pay your premium by instalments**

Unless otherwise agreed with **us**, **we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested. If the first instalment of premium is not received, the policy is cancelled from the outset. If **you** pay the first instalment of premium but default on any subsequent instalments, **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing. If **your** instalment plan is provided by **us**, **we** will send notice of any outstanding instalment to **you** and advise the date when **we** will re-present **our** payment request to the bank. This will not be less than 14 days from the date on which **our** payment request was originally presented.

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on **our** part or on the part of **your** broker, bank or building society.

(2) Other cancellation rights

In addition to **our** rights under

- (i) non-payment of premium above; and
- (ii) general condition 7 Fraudulent claims

we have the right to cancel **your** policy at any time by giving **you** at least fourteen days' notice in writing, sent by special delivery to **your** last known address, where **we** have a valid reason for doing so. **Our** cancellation letter will set out the reason why **we** are cancelling **your** policy. Valid reasons for cancelling **your** policy may include but are not limited to:

- (a) Circumstances which are outside **our** reasonable control, for example
 - where the law requires that **we** cancel **your** policy

- where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy

- (b) **You** receiving a criminal conviction which results in a custodial sentence

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) and **you** do not pay **your** premium by instalments, **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**.

If **you** have made a claim under **your** policy, **we** will not refund any part of **your** premium, and **you** will be required to pay **us** any unpaid premium.

9 Arbitration

Provided **we** have admitted liability for a claim any dispute as to the amount to be paid shall be resolved by arbitration in accordance with the statutory provisions in force at the time by

- (i) an agreed arbitrator or if an arbitrator cannot be agreed

- (ii) an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party provided they have given seven days' written notice to the other party.

You must not take legal action against **us** over the dispute before the arbitrator has reached a decision.

10 Law applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

11 Rights of third parties

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

Claims conditions

How to Claim

- (i) If any event which may result in a claim under this policy occurs **you** must tell **us** as soon as is reasonably possible. The action to take then depends on the type of claim.

Riot

Tell **us** within seven days.

Accidental loss of property outside the home, theft, vandalism or malicious acts

Tell the Police as soon as is reasonably possible.

Legal liability for injury or damage

Immediately send **us** any writ, summons or other legal document.

You must not negotiate or admit or deny any claim without **our** written permission.

- (ii) (a) To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property. **We** may also require

your consent to obtain information about **your** loss from the Police or other relevant law enforcement agency.

- (b) To help assist in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of damaged property.

We will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.

- (iii) Following notification of **your** claim property damaged beyond repair must be retained for at least 30 days (or any other period **we** agree) and made available for **our** inspection.

Company's Control of Claims

- (i) **We** may enter any building where **damage** has occurred and deal with salvage. However **we** will not accept property abandoned to **us**.
- (ii) **We** may receive all necessary information and assistance from **you** and from any other person seeking benefit under this policy.

- (iii) **We** may take over and conduct in **your** name, or any person seeking benefit under this policy, the defence or settlement of any claim.
- (iv) **We** may take proceedings at our **own** expense and for **our** own benefit, but in **your** name or any other person who is claiming or has received benefit, to recover any payment made or due under this policy.

1 Buildings

What is covered

Damage to the **buildings** caused by the following:

1. **Fire, smoke, lightning, explosion or earthquake.**
2. **Riot, civil commotion, strikes or labour disturbances.**
3. **Malicious acts or vandalism.**
4. **Collision involving any:**
 - a) Aircraft or other aerial device, or anything dropped from them
 - b) Vehicle or animal.
5. **Storm or flood.**
including hail or weight of snow

What is not covered

The **excess** shown in the **schedule**.

Smoke **damage** arising gradually out of repeated exposure.

Damage caused by **you** or **your** guests.

Damage:

- caused by frost.
- caused to fences and gates unless **your holiday home** is **damaged** at the same time.
- arising from seepage of water into **your holiday home** through seals or seams.
- to any touring caravan used and insured as a static caravan unless **your holiday home** is securely anchored to the ground at the four corners of the chassis.

What is covered

-
6. ***Subsidence or Heave of the site on which the Buildings stand, or Landslip.***
-

What is not covered

- attributable solely to change in the ***water table*** level.
- caused by water escaping from any fixed water or heating installation or domestic electrical appliance in ***your holiday home.***

Damage:

- to gates, fences, greenhouses, drives or footpaths unless the ***holiday home*** is ***damaged*** by the same cause at the same time.
- caused by coastal or river erosion.
- caused by ***settlement.***
- caused by the compaction of infill within five years of construction of the ***buildings.***
- caused by or resulting from faulty or defective workmanship, material or design.
- while ***buildings*** are undergoing demolition or structural alteration or repair.

What is covered

7. Theft or attempted theft.

-
8. **Escape of water, liquefied petroleum gas or heating oil from, or the freezing of water in, any fixed water or heating installation or domestic electrical appliance in *Your Holiday Home*.**
-

What is not covered

Damage:

- caused by ***you*** or ***your*** guests.
- to any touring caravan used and insured as a static caravan unless
 - a hitch lock is fitted or
 - the tow hitch is removed from the vicinity of the ***holiday home*** or
 - a wheel on each axle has been secured with a clamp that cannot be removed when the wheel is deflated or
 - the wheels are removed entirely from the ***holiday home***.

Damage caused by ***subsidence, heave*** or ***landslip*** that results from an escape of water, liquefied petroleum gas or heating oil.

Damage which occurs after the ***holiday home*** has been left ***unoccupied*** in excess of any 24 hour period during the period 1st November to 15th March unless

- all water supplies have been turned off at the mains and water drained from the system with all taps left open and sinks and plug holes left unobstructed or

What is covered

9. Accidental *damage* caused by falling trees, branches, telegraph poles, lamp posts or pylons.

10. Any other accidental *Damage*.

This cover only applies if *your schedule* states that *your cover* includes accidental damage

We will also pay for *damage* to the *serviced* pitch in so far as *you* are legally responsible.

What is not covered

- central heating systems containing antifreeze are professionally fitted and maintained to the manufacturer's specifications and a minimum temperature of 10 degrees centigrade maintained.

Damage:

- to fences, hedges or gates and/or the cost of removing any tree, branch, telegraph pole, lamp post or pylon (unless the *holiday home* is *damaged* at the same time)
- is specifically mentioned elsewhere under this section.

Damage:

- to satellite dishes, aerials, wind turbines, solar panels or security equipment.
- which is specifically mentioned elsewhere under this section.

Extensions

The insurance by this section is extended to include the following

What is covered

1. Rent and Accommodation Costs

If the **holiday home** is made uninhabitable by any cause accepted as a valid claim insured under paragraphs 1 to 10 of this section

we will pay for:

- (i) loss of rent or ground rent, or
- (ii) the reasonable additional costs incurred for comparable accommodation for **you** up to 21 days whilst the **holiday home** cannot be occupied.

The maximum amount **we** will pay is 20% of the **sum insured** on **buildings**.

2. Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of **damage** caused by an escape of oil or water from any fixed water or heating system in **your home** and in subsequent repair or **damage** caused by locating the source.

The most **we** will pay for any one claim is £5,000.

What is not covered

What is covered

3. Protection of purchaser's interest

If the **buildings** are **damaged** after **you** have contracted to sell the buildings but before completion of the contract of sale, the purchaser will be entitled to the benefit of this policy provided that:

- (i) the **buildings** are not otherwise insured against the **damage**, and
- (ii) the contract is ultimately completed.

4. Owner's Liability

We will insure **you** for up to £5,000,000 (or any alternative limit shown in **your schedule**) against **your** legal liability as owner of the **buildings**, for any one accident or series of accidents arising out of or attributable to one source or original cause, inclusive of all costs and expenses, which **we** have agreed to in writing in advance.

We will provide this cover for liability in respect of accidental bodily injury including death, disease or illness, or accidental damage to property,

What is not covered

Liability arising from the following:

- **damage** to property belonging to, held in trust or controlled by **you**.
- any profession, business or employment involving **you** or any member of **your** family.
- injury (including death, disease or illness) to **you** or any person employed by **you**.
- **you** owning or using lifts and **motor vehicles**.
- any agreement **you** have made, unless **you** would have been liable even without the agreement.
- any deliberate, wilful or malicious act.

What is covered

happening during the **period of insurance** arising from **you** owning the **holiday home** and its land.

If **you** die, **your** personal representatives will be entitled to the cover provided by this extension for any claim made.

What is not covered

- Any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.

Settling Claims

The maximum amount we will pay

The maximum amount **we** will pay for all **damage** to the **buildings** (including Costs and Fees described below) is the **sum insured** on the **buildings**.

Automatic reinstatement of the sum insured

The **sum insured** will not be reduced after **we** pay a claim.

Basis of settlement

We will settle **your** claim on either a Reinstatement or Indemnity basis, whichever is shown on **your schedule**.

If at the time of **damage** the full cost of rebuilding the **buildings** is greater than the **sum insured** the amount payable by **us** in settlement of **your** claim will be reduced in proportion to the amount of underinsurance.

Reinstatement basis of settlement

We will pay the cost of either repairing or reinstating as new the **damaged** part of the **buildings** as long as:

- (i) the **buildings** are in a good state of repair, and
- (ii) the repair or reinstatement has been carried out.

If (i) & (ii) are not met the Indemnity basis of settlement will apply

Indemnity basis of settlement

We will at **our** option:

- (i) pay **you** the cost of repair or replacement less an allowance for wear, tear and loss of value or
- (ii) pay **you** the difference between the value of the **buildings** prior to the **damage** and the value of the **buildings** following the **damage**.

Costs and fees

Following **damage** to the **buildings** which is accepted by **us** as a valid claim under paragraphs 1 to 10 of this section, **we** will pay:

Site Clearance Costs

The costs incurred with **our** prior consent, of:

- a) removing debris, demolition, shoring up or propping.
- b) the delivery and resiting of the **home**.

Professional Fees

Architects', surveyors' and legal fees necessarily incurred in rebuilding or repair.

Building Regulations Requirements

The extra costs of complying with building or other relevant regulations incurred solely to comply with any Government or Local Authority statutory requirement.

We will not pay the cost of complying with regulations where notice to comply has been served on **you** before the **damage** occurred or costs which relate to **undamaged** parts of the **buildings**.

Pairs and Sets limitation

We will not pay the cost of any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

2 Contents

(please refer to ***your schedule*** to see if this section is in force)

What is covered

Damage to the **contents** in the **buildings** caused by the following:

1. **Fire, smoke, lightning, explosion or earthquake.**
2. **Riot, civil commotion, strikes or labour disturbances.**
3. **Malicious acts or vandalism.**
4. **Collision involving any:**
 - a) Aircraft or other aerial device, or anything dropped from them
 - b) Vehicle or animal.
5. **Storm or flood.**

What is not covered

The **excess** shown in the **schedule**.

Smoke **damage** arising gradually out of repeated exposure.

Damage caused by **you** or **your** guests.

Damage:

- arising from seepage of water into ***your holiday home*** through seals or seams.
- attributable solely to change in the ***water table*** level.
- caused by water escaping from any fixed water or heating installation or domestic electrical appliance in ***your holiday home***.

What is covered

6. ***Subsidence or Heave of the site on which the Buildings stand, or Landslip.***

7. **Theft or attempted theft.**

8. **Escape of water, liquefied petroleum gas or heating oil from any fixed water or heating installation or domestic electrical appliance in *Your Holiday Home*.**

What is not covered

Damage caused by coastal or river erosion.

Damage:

- to property left in the open apart from garden furniture and LPG cylinders when those items are securely locked to a permanent fixture.

Damage:

- to the tanks, pipes or appliances from which the water or oil escapes.
- which occurs after the ***holiday home*** has been ***unoccupied*** in excess of any 24 hour period during the period 1st November to 15th March unless
 - all water supplies have been turned off at the mains and water drained from the system with all taps left open and sinks and plug holes left unobstructed or
 - central heating systems containing antifreeze are professionally fitted and maintained to the manufacturer's specifications and a minimum temperature of 10 degrees centigrade maintained.

What is covered

9. **Damage caused by the breaking or collapsing of any satellite dish, television aerial, wind turbine, solar panel or security equipment.**

10. **Accidental damage caused by falling trees, branches, telegraph poles, lamp posts or pylons.**

11. **Any other accidental Damage.**
This cover only applies if **Your Schedule** states that **Your** cover includes accidental damage.

12. **Deterioration of frozen food.**
We will pay up to £350 any one claim for **Damage** to food in deep freeze cabinets or refrigerators within the **holiday home** caused by:

- (i) change in temperature
- (ii) contamination by refrigerant or refrigerant fumes.

What is not covered

- caused by **subsidence, heave** or **landslip** that results from an escape of water, liquefied petroleum gas or heating oil.

- Deterioration of food.
- **Damage** which is specifically mentioned elsewhere under this section.

Damage:

- resulting from the deliberate act of any Electricity Supply Authority or its employees.
- while the deep freeze cabinet or refrigerator is being used for trade or business purposes.
- caused by Your failure to pay for the electricity or gas supply.

Extensions

The insurance by this section is extended to include the following

What is covered

1. Rent and Accommodation Costs

If the **holiday home** is made uninhabitable following **damage** insured under paragraphs 1 to 12 or any extensions of this section **we** will pay for:

- a) rent payable by **you**, or
- b) the reasonable additional costs incurred for comparable accommodation for up to 21 days whilst the **holiday home** cannot be occupied

The maximum amount **we** will pay is 20% of the **sum insured** on **contents**.

2. Replacement of Locks

If a key to the lock of any:

- (i) external door to the **holiday home**
- (ii) alarm system protecting the **holiday home**
- (iii) domestic safe fitted in the **holiday home**

is lost or stolen, **we** will pay up to £1,000 any one claim for the lock or lock mechanism to be replaced.

What is not covered

What is covered

3. Loss of oil, gas and water

We will pay up to £1,000 any one claim for loss of oil, gas or metered water from the water or heating system in **your holiday home** including its grounds after accidental damage to that system.

4. Public and Personal Liability

Subject to the limits of indemnity stated below, **we** will indemnify **you** in respect of any one accident or series of accidents arising out of or attributable to one event including all costs and expenses which **we** have agreed to in writing against **your** legal liability for accidental death, bodily injury or disease of any person, or accidental damage to property, happening during the **period of insurance** within the **territorial limits** arising

- (i) solely in a personal capacity (not as occupier or owner of any building or land),
- (ii) as an employer of any domestic employee.

What is not covered

Liability arising from the following:

- **your** owning any land or building.
- **damage** to property belonging to or held in trust by **you**.
- any profession, business or employment involving **you** or any member of **your** family.
- for death, physical injury or illness to **you**.
- **your** owning or using **motor vehicles**, lifts, aircraft or hovercrafts.
- craft designed to travel in on or through water air or space (other than non-mechanically propelled waterborne craft of five metres or less in length whilst operated on inland waterways or within three miles of the coast).
- any vehicle which must be insured under the Road Traffic Acts.

continued

What is covered

What is not covered

- the transmission of any communicable disease and any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations however caused.
 - any agreement **you** have made unless **you** would have been liable even without the agreement.
 - **damage** to property, or injury, death, disease or illness of or to any person caused by a dog specified under Section 1 of the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs Act (Northern Ireland) Order 1991 S.I.2292 (N.I.21).
 - any deliberate, wilful or malicious act.
 - any fines, penalties or punitive exemplary aggravated multiplied or liquidated damages.
 - your employment of care or nursing personnel.
-

Limits of indemnity applying to this extension

Note: Legal costs and expenses are included within the limits shown below.

- (i) In respect of **your** legal liability as an employer of domestic employees in the course of their employment,
 - (a) £5,000,000 any one event which is directly or indirectly caused by, results from or is in connection with **terrorism**.
 - (b) £10,000,000 any other one event.
- (ii) In respect of all other claims: £5,000,000 any one event or any alternative limit as shown in **your schedule**.

What is covered

5. Unpaid Damages

We will pay up to £5,000,000 for all damages which a court in the **territorial limits** has awarded to **you** and which have not been paid within three months of the date of the award.

This cover applies as long as:

- (i) the accident which results in the damages occurs within the **period of insurance**
- (ii) there is no appeal outstanding
- (iii) extension 4 of this section would have applied if the award had been made against **you** rather than to **you**.

What is not covered

What is covered

6. Trees, Plants and Shrubs

We will pay for **damage** to trees, plants or shrubs in **your home** or its grounds by any cause specified under any paragraph in force under this section, other than Storm or flood, up to a limit of £250 per item.

The most **we** will pay is £2,500 in total for all claims in any one period of insurance.

What is not covered

Damage:

- caused by frost or weight of snow
- caused by animals

Claims settlement

The maximum amount we will pay

The maximum amount **we** will pay for all **damage** to the **contents** is the **sum insured** on **contents** as specified in the **schedule**. In addition **we** will pay Rent and accommodation costs as detailed in The Rent and accommodation costs extension to this section.

The maximum amount payable for any **High risk property** is the amount stated in the **schedule**, unless the item(s) is specified on the **schedule**.

Automatic reinstatement of the sum insured

We will not reduce the sum insured after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

Basis of settlement

Our liability in any one **period of insurance** shall not exceed the **sum insured** for each item insured or any other limit of liability in this section and in total shall not exceed the total **sum insured** for all items.

We will pay the cost of repair or replacement without deduction for wear and tear or loss of value except where the **sum insured** is less than the total cost of replacing as new the **contents** where **we** will at **our** option pay **you** the cost of replacement or repair less a deduction for wear, tear or loss of value.

If **we** cannot repair or replace the property **we** may pay for the loss or damage in cash.

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

If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

Pairs and Sets limitation

We will not pay the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour, including carpets.

3 Personal possessions

(please refer to ***your schedule*** to see if this section is in force)

What is covered

Accidental **damage** to specified and/or unspecified **personal effects**, owned by **You** or for which **you** are responsible, and which are described in **your schedule** away from the **holiday home** and within the **territorial limits**.

The most **we** will pay:

- for any single item of **personal effects** is £500
- in total for any one claim is £2,500.

What is not covered

- The **excess** shown in the **schedule**.
- Any property which is used for any trade or business purposes.
- Theft from any unattended vehicle unless all windows, hoods, covers and sunroofs are securely closed and the boot and all doors locked and the property is concealed in a glove or luggage compartment or boot.
- Pedal cycles:
 - while racing.
 - theft or attempted theft unless the pedal cycle is in a locked building or securely locked to a permanent structure.
 - theft or attempted theft of accessories unless the pedal cycle is stolen at the same time.
- Musical instruments used for semi-professional or professional purposes.
- The cost of remaking any film, disc or tape and the value of any information contained on it.
- Any loss due to loss in value or to accounting errors or omissions.

Claims settlement

The maximum amount we will pay

The most **we** will pay for any claim is the **sum insured**, depending on any limit shown in **your** schedule.

Automatic reinstatement of the sum insured

We will not reduce the **sums insured** after **we** pay a claim, except for total loss or destruction of individually specified items, in which case cover will end.

Basis of settlement

We may repair or replace the lost or damaged property. If we replace this will be as new except for clothing where **we** will pay the cost of replacing as new less an amount for wear and tear. If **we** cannot replace or repair the property **we** may pay for the loss or damage in cash.

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

If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

Pairs and Sets limitation

We will not pay the cost of replacing any undamaged items which form part of:

- a pair
- a set
- a suite or
- any other item of a uniform nature, design or colour.

4 Personal Accident

What is covered

If during the **Period of insurance you** suffer physical injury caused solely and directly by an accident whilst

- on holiday in **your holiday home** or
- working on **your holiday home**

which within 52 weeks of the accident directly and independently of any other cause results in **your** death or injury listed below **we** will pay the appropriate benefit shown:

1. Death
 - (i) Persons aged 16 years or over but less than 70 years - £7,500
 - (ii) Persons aged under 16 years - £500
2. **Loss of limb(s) or loss of eye(s)** sustained by persons aged 16 years or over but less than 70 years - £7,500
3. **Permanent total disablement** sustained by persons aged 16 years or over but less than 70 years - £7,500

Definitions applicable to this section

Loss of eye(s)

means total and irrecoverable loss of sight of an eye or eyes.

What is not covered

No benefit will be payable for:

- persons aged 70 years or over.
- death, **loss of limb(s), loss of eye(s) or permanent total disablement** occurring more than 52 weeks after the injury has been sustained.
- more than one of the benefits (1-3) in connection with the same injury.
- an event caused directly or indirectly by:
 - alcohol or drugs unless such drugs are taken as prescribed and directed by a qualified medical practitioner
 - **You** participating in aqualung diving, hang gliding, parachuting, hunting on horseback, driving or riding in any kind of race, mountaineering, cliff or rock climbing, abseiling, subterranean or elastic rope sports or activities, or winter sports other than skating
 - self-inflicted injury.

continued

What is covered

Loss of limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs.

Permanent total disablement

means permanent total and absolute disablement from any gainful employment.

What is not covered

- any event directly or indirectly caused or contributed to by ***terrorism*** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory cause.

If ***we*** allege that by reason of this exclusion any physical injury is not covered by this policy the burden of proving the contrary shall be upon ***you***.

General information

Complaints procedure

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc
Beaufort House,
Brunswick Road,
Gloucester GL1 1JZ.

Tel 0345 777 3322

Fax 0345 604 4486

Email complaints@ecclesiastical.com

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you're not satisfied with our response, or we have not completed our investigation after eight weeks, we'll inform you of your right to take the complaint to: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0800 0 234 567;

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

If you have bought your insurance online, you can also register your complaint on the Online Dispute Resolution website <http://ec.europa.eu/consumers/odr/>, which has been set up by the European Commission.

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by government, which gives you your money back if your authorised* financial services provider goes bust.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email enquiries@fscs.org.uk

*The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or FCA.

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Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the FCA's
register by visiting the FCA's website**

www.fca.org.uk/register

or by contacting the FCA on

0800 111 6768

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Gloucester GL1 1JZ

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