



Static Caravan, Holiday Caravan and Lodge

Policy Wording



Welcome to Binnacle

Thank you for arranging your insurance with us.

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 your Broker who are responsible for arranging and administering your insurance policy. Full details are set out in their 'Terms of Business' and covers their 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 your Broker to arrange everything for you with the authorised insurers on your behalf.

Useful Contact Numbers

Claim Notification	01926 468 777; Option 3 claims@mhis.co.uk	If you need to tell us about a potential claim you may need to make under the Policy
Customer Services	01926 468 777; Option 2 enquiries@mhis.co.uk	If you need to speak to anyone regarding your policy and the cover provided.

Thanks again for choosing Binnacle.



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

It is important you understand the cover provided and 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:

- Changes to the replacement value of your structure and/or contents
- Any improvements made or newly added structures e.g. decking, steps, hot tubs
- The movement of your structure to another pitch or another park
- The replacement value of your structure with a new model
- A change to your contact details such as postal or email address.

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 on page 6.

Renewing your insurance

Your Broker 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 your Broker.

How much to insure for

When you take out or renew your policy you will be asked to confirm your "Sums Insured" amounts, this means:

- Your Structures Sum Insured is the total value of your static caravan and associated structures e.g. steps and decking
- Your Contents Sum Insured is the total value of the contents you keep at your static caravan

Whilst we cannot advise you how much to insure for, your park may be able to help by confirming how much your caravan would cost to replace.

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

We account for the increase in the cost of replacing caravans and lodges and by applying index linking to our policies. This will be detailed in your schedule under the sums insured section.

About Us

Your policy has been arranged by your Broker on behalf of Binnacle Insurance Services Limited, registered at 7 Pullman Court, Great Western Road, Gloucester GL1 3ND. Binnacle Insurance Services 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 your Broker.

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 reasonable 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 Binnacle or your Broker.

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.

Making a Claim

We know it can be stressful when you are involved in an accident or incident, so here are some helpful hints and tips to consider:

- Take any immediate action you feel is necessary to protect yourself/your family, 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. It is really important to prioritise the safety of you and anyone else involved in the incident.
- If a crime has been committed, you will need to contact the Police and obtain a crime reference number.
- Your park may be best placed to offer you immediate assistance, especially if emergency repairs are required to make your property safe and secure*
- 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!

*Please bear in mind this should be immediate assistance only, any work completed by your park or contractors supplied by your park that have not been approved by us, may not come with an insurer guarantee.

How to notify us of a claim

You can contact your Broker in the first instance.

In writing: MHIS Claims Department, Crown House, Augusta Place, Leamington Spa CV32 5EL

By telephone: 01926 468 777; Option 3

By email: claims@mhis.co.uk

How we deal with your claim

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

When dealing with your claim we may:

- visit the property where the damage or loss has occurred and keep possession of the property and deal with any salvage. The property remains yours at all times and we will not take ownership of, or accept liability for, sell or dispose of your property unless agreed with you in writing
- undertake proceedings in your name and on your behalf to recover compensation or secure payment from any third party in respect of anything covered by the policy
- agree to pay your claim and then there will be no further liability, except for any costs and expenses incurred prior to the date the payment is made and for which we are responsible for under the policy

If a claim is made against you

If you receive notice that you or your family are being held responsible for an accident or incident, even if you think you are at fault, do not take the blame. Our job is to investigate who is at fault for you.

Contact our claims team, supplying 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.

Comments and Complaints

At Binnacle, 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's why we want you to be able to complain in any way you choose.

In the first instance you should contact your Broker

In writing: MHIS Complaints Department, Crown House, Augusta Place, Leamington Spa CV32 5EL

By telephone: 01926 468 777; Option 2

By email: complaints@mhis.co.uk

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 handle complaints, please call our customer services 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 Binnacle 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

This contract is between you and the authorised insurers. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999.

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

Hints and Tips

It's a good idea to take precautions to reduce the likelihood of loss or damage to your Caravan or Lodge, in fact your policy contains a condition for you to take precautions and care. We've listed a few Handy Hints below as a useful guide (please note these Handy Hints do not form part of your Policy)

Fire	<p>Fit a smoke detector and check it on a regular basis to ensure it is working properly.</p> <p>Fire blankets and extinguishers should also be kept in the structure and make sure everyone knows where they are.</p> <p>Make sure you know where the fire hoses and fire extinguishers are on the park.</p>
Theft	<p>Whenever you leave your structure, no matter how long for, close and lock your windows and doors.</p> <p>Don't leave any high value items on display or outside of your structure</p> <p>Have an alarm system fitted, the most effective ones will alert you or the park of a break in and you can speak to your park for further advice.</p> <p>Outside the season, or if you are going to be away from your structure for long periods, take any electrical goods home with you, remove contents that are portable and leave the curtains and cupboards open.</p> <p>Consider fitting a time switch for lamps. If you're out of your structure this can discourage thieves by making it look like your structure is occupied.</p>
Water Damage	<p>Caravans can be susceptible to water damage, to protect against water ingress you can</p> <ul style="list-style-type: none"> • Regularly inspect the seams and seals where panels join. • Check any roof gutters on a regular basis to ensure that they are kept clear of obstructions. • Keep the exterior panelling clean. • Regularly check the general condition of your structure.
Winter	<p>Preparing your Caravan or Lodge for winter is an essential precaution (please see page 16 of this policy where these precautions are explained). It is extremely important that the water system is fully drained down during the winter period and whilst unoccupied to prevent frost damage. Most parks offer a professional drain down service, and we recommend you speak to them in the first instance.</p> <p>It is a good idea to get your water heaters checked annually by a registered engineer and you can also fit lagging on external pipes to protect them.</p>
Other Precautions	<p>Make sure that any vents are kept un-obstructed, this is important where gas and carbon monoxide is concerned.</p> <p>Check in, around and under your structure on a regular basis for any damage and to see if any pipes are damaged or leaking.</p> <p>Any anchoring, flotation devices or supports should be inspected and maintained on a regular basis.</p> <p>If you are on a coastal park in particular, consider using protective paint every two to three years.</p>

Policy Definitions

Wherever the following words appear in this document they will have the following meanings:

Act of Terrorism

An act, including the use of force or violence and/or the use of biological, chemical and/or nuclear force or contamination 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.

Accidental Damage

Sudden and unintentional physical damage that happens unexpectedly.

Bicycle

Any cycle, including tricycle and tandem, trailer cycle or push scooter, powered by human pedalling and/or battery which is not subject to the requirements of the Road Traffic Act.

Contents

Household goods, personal possessions, valuables and clothing inside the Structures which belong to You, or Your Family, or for which You are responsible. Contents include but are not limited to barbeques, electrical household goods, fire extinguishers and alarms, free standing or non-fitted furniture, garden furniture and equipment, gas bottles, generators, household goods and foodstuffs, items kept in locked outbuildings or sheds.

Contents do not include any high risk items or personal possessions unless listed in your Schedule.

Damage / Damaged

Loss or Damage including theft or attempted theft

Endorsement

A variation in the terms (or change of details) of Your Policy that can extend or restrict cover.

Excess

The first part of any claim which You have to pay. Any sum insured limit will apply before the Excess has been deducted.

Family

You, Your spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner, dependent children and other relatives who normally live with You, including friends who are using your Structure with your permission.

Heave

Upward movement of the ground beneath the Structures as a result of the soil expanding.

High Risk Items

Mobile telephones, cameras and other photographic equipment, binoculars, telescopes, spectacles, contact or corneal lenses, hearing aids, musical instruments, motor vehicles, motorcycles, touring caravans, trailers, watercraft and/or outboard engines, or any accessories to these items, sports equipment, watersports clothing and equipment, fishing tackle, golfing equipment, Bicycle, pets and livestock, landlords' fixtures and fittings, Money and documents of any kind.

Which are owned by You or your Family or are at Your or your Family's responsibility under contract.

Insurer

Accelerant Insurance Europe SA

Index Linking

The amount by which we will increase the structure sum insured at each renewal to reflect increases in the cost of replacing your structure on a New for Old basis. This increase will be reflected in the sum insured shown on your renewal schedule.

Land

The area for which you are responsible for on which Your Structures are located.

Landslip

Downward movement of sloping ground.

Market Value

The amount You are likely to have received if your Structure or Contents were sold on the open market in their condition immediately before the damage occurred, up to the maximum amount shown on your Schedule.

Money

Cash, bank or currency notes, cheques, postal and Money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, travel tickets, premium bonds and gift tokens.

New for Old

The cost of replacing Your Structure/Contents/Personal Possessions with a brand new equivalent on the park, confirmed on Your Schedule, in the event of a total loss claim.

Park

The park on which your Structure is located as listed in your Schedule, registered with the local authority and in possession of a valid park licence.

Personal Possessions

Articles which are normally worn, used or carried outside the home by You or Your Family in everyday life (excluding High Risk Items). Household articles temporarily removed from the home and which are owned by You or Your Family or are Your or Your Family's responsibility under contract. Personal Possessions will only be covered whilst at the holiday park address noted on Your Schedule.

Policy

The Policy is Your contract of insurance with the Insurer, comprising the Policy booklet and most recent Schedule, which includes any Endorsements.

Sanitary Ware

Appliances found in your sanitary installations including baths, showers (including screens and trays), bins, macerators, sinks and washbasins.

Settlement

Downward movement as a result of the ground being compressed by the weight of the Structures.

Schedule

The Schedule is evidence of Your contract of insurance with the Insurer. It shows details of You, the Policy number, the Insurer, the location of the Structures, the Period of Insurance, the basis of cover, the standard Excess, the Endorsements which apply and the premium. The Schedule is part of the Policy, and We will issue a new Schedule when the Policy is altered.

Structures

The holiday caravan/lodge/chalet described in your schedule and sited on a park that is registered with the local authority and has a valid licence. 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.

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)* or;
- Torrential rainfall at a rate of at least 25mm per hour or;
- Snow to a depth of at least one foot (30 cm) in 24 hours or;
- Hail of such intensity that it causes damage to hard surfaces or breaks glass

*Equivalent to Storm Force 10 on the Beaufort Scale.

Subsidence

Downward movement of the ground beneath the Structures where the movement is unconnected with the weight of the Structures.

Sum Insured

New for Old - the amount you advise us, that it will cost to replace your structure and contents in the event of a total loss

Market Value – the amount you advise us, that your structure and contents would cost if sold on the open market if you are insured on a Market Value basis.

Unoccupied

When the Structures is/are left unattended by You, or a responsible member of Your Family or a responsible adult for a period in excess of 72 hours.

Underinsurance

The amount by which your Sum Insured is less than the replacement value of your Structure and that any claim payment made may be reduced.

United Kingdom

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

Valuables

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps or coins or medals all belonging to You. The maximum sum insured for Valuables is 25% of your Contents sum insured. The maximum sum insured for a single item is £500.

We, Our, Us

Your Broker and Binnacle acting on behalf of Accelerant Insurance Europe SA

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. Examples of things that are likely to be affected include failure of double-glazing units, fencing, carpets and flooring and clothing.

You, Your, the Insured

The owners of Structures and/or Contents specified by the person taking out the Policy during the period of insurance for their respective rights and interests

Your Broker

The intermediary, authorised and regulated by the Financial Conduct Authority, who arranged your insurance for you.

Section 1 – Damage to Structure and Contents

Section Cover

What is covered	What is not covered
<p>The Insurer will pay for direct physical loss of or damage to Your Structures or Contents occurring during the period of insurance caused by the following if stated as covered in the Schedule:</p>	<p>The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy</p> <p>Any loss occurring from the permanent occupation of the Structure or use as a permanent residence</p> <p>Loss or damage from Wear and Tear or anything that happens gradually</p>
<p>1. Fire, smoke, lightning, explosion or earthquake</p>	
<p>2. Riot, civil commotion, strike, labour disturbances or locked out workers</p>	
<p>3. Malicious acts and vandalism</p>	<p>Loss or damage caused by deliberate acts by You, Your Family or any person lawfully in Your Structures other than a hirer or renter.</p> <p>Cover for damage caused by a hirer or renter is subject to:</p> <ul style="list-style-type: none"> • A £500 Excess for each and every loss • The booking having been made via the park on which Your Structures are located (who will provide the Insurer with the name and address of the hirer or tenant responsible for the damage) OR the booking having been made in accordance with the rules, terms and conditions of the park on which Your Structures are located
<p>4. Aircraft and other aerial devices or anything dropped or falling from them</p>	
<p>5. Storm, including weight of snow or flood</p>	<p>Loss or damage to fences, hedges and gates that form the boundary to your Land and that are not directly adjacent to or attached to, your Structure.</p> <p>Damage arising from seepage of water into any Structures through seams or seals from anything that happens gradually</p>
<p>6. Theft or attempted theft</p>	<p>Loss or damage by any person lawfully in Your Structures</p> <p>Loss or damage while the Structures or any part is lent, let or used for trade/ business purposes, unless a person has used violent force to enter or leave the Structures</p>
<p>7. Escape of liquified petroleum gas or oil from any domestic heating installation</p>	<p>Loss or damage caused by corrosion or Wear and Tear</p> <p>Loss or damage to the boiler or heating installation itself.</p>

What is covered	What is not covered
<p>8. Water freezing, or escape of water in or from any boiler, domestic water or heating installation, dishwasher or washing machine</p>	<p>Loss or damage caused by corrosion or Wear and Tear.</p> <p>Loss or damage occurring between 1st October and 14th March when your Structure is Unoccupied unless you have taken the precautions defined below:</p> <p>If your Park is Closed</p> <ul style="list-style-type: none"> (a) Turning off the water at the mains stopcock and fully draining down all equipment to the manufacturer's specifications (b) Leaving a proprietary sealed heating system that contains anti-freeze and has been maintained to the manufacturers specification in operation (c) Using a Park approved service to drain down your Structure <p>If your Park is Open</p> <ul style="list-style-type: none"> (d) You must 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 <p>Where precautions a) or d) have been taken a £250 Excess will apply to each and every claim and or where precautions b) or c) have been taken then the standard policy Excess applies.</p> <p>Loss or damage to the boiler or heating installation itself unless the precautions detailed in (a) to (d) above are followed.</p>
<p>9. Collision by any vehicle or animal</p>	<p>Loss or damage by any vehicle where compulsory motor insurance is required under the Road Traffic Act</p>
<p>10. Breakage or collapse of television or radio satellite receiving dishes, their fittings or masts</p>	
<p>11. Falling trees, telegraph poles, flag poles, or lamp posts or any parts of them</p>	<p>The cost of removing and disposing of any fallen item where no damage has occurred to your Structure or that are not on your Land</p> <p>Loss or damage to fences, hedges and gates that do not form part of your Structure</p>
<p>12. 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</p>	

What is covered	What is not covered
<p>13. Subsidence, Heave or Landslip of the site on which Your Structures stand and for which You are legally responsible.</p>	<p>In respect of Your Structures the first £1,000 of each and every loss</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • 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 • coastal or riverbank erosion <p>Loss or damage occurring while Your Structures is undergoing demolition, structural alteration or structural repair</p>
<p>14. Accidental Damage</p>	<p>Loss or damage to any Structure or Contents insured on a Market Value basis.</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> • Any event already covered by any other part of this Policy • any kind of fungi, rot, woodworm, moth, damp or frost; or • faulty manufacture, faulty workmanship or use or defective materials; or • deterioration of any process of cleaning, dyeing, restoration; or • corrosion, Wear and Tear, Settlement, shrinkage or anything that happens gradually • The costs of routine maintenance or normal costs of decoration <p>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</p>

Section Extensions

What is covered	What is not covered
	<p>The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy</p> <p>Any loss occurring from the permanent occupation of the Structure or use as a permanent residence</p>
<p>1. Additional Expenses</p> <p>After a loss which is insured under the Policy the Insurer will pay the following expenses or losses which You have incurred with the Insurer's permission:</p> <ul style="list-style-type: none"> • Surveyors' legal and other fees to rebuild or repair Your 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 Structures to meet any Government or Local Authority requirements • Costs incurred in the delivery and or re-siting of any insured Structures at the insured premises 	<p>More than £10,000 in any one claim for a Caravan or £15,000 for a Lodge or Chalet</p>
<p>2. Rent and alternative holiday accommodation</p> <p>If Your Structures are rendered uninhabitable because of any damage which is insured under the Policy, the Insurer will pay You the following expenses or losses:</p> <ul style="list-style-type: none"> • The cost of alternative holiday accommodation; or • Rent You would have received or Rent/pitch fees or rates You would have paid for the period the Structures could not be occupied 	<p>More than 20% of the total sum insured on Your Structures and Contents for any one claim</p> <p>Any costs incurred without the Insurer's prior agreement</p>
<p>3. Selling your structures</p> <p>When You have exchanged contracts to sell Your Structures the Insurer will give the buyer the benefit of this insurance until the sale is completed</p>	<p>Any claim for damage to the Structures if the buyer is insured under any other insurance</p>
<p>4. Compensation for death</p> <p>The Insurer 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</p>	

What is covered	What is not covered
<p>5. Freezer contents</p> <p>The Insurer will pay You up to £500 for the costs of replacing food in Your domestic deep freezer if it is spoilt due to:</p> <ul style="list-style-type: none"> • The freezer unit accidentally breaking down • The refrigerant escaping from the unit • The electricity or gas supply accidentally failing 	<p>Any claim for damage:</p> <ul style="list-style-type: none"> • If caused by the deliberate act of the supply authority • If Your freezer is over 10 years old at the date of claim • Occurring when the park is closed
<p>6. Loss of keys</p> <p>The Insurer will pay You up to £500 for replacing locks, including keys, of the same quality to:</p> <ul style="list-style-type: none"> • Any external doors and windows; and • Intruder alarms and safes installed in Your Structures <p>If Your keys are</p> <ul style="list-style-type: none"> • Stolen; or • Accidentally lost 	
<p>7. Metered water, liquified petroleum gas or oil used for heating</p> <p>The Insurer will pay You up to £500 in any one period of insurance for loss of metered water, liquified petroleum gas or oil if the loss is caused by insured damage to Your fixed domestic water or heating installation.</p>	
<p>8. Computer and gaming equipment</p> <p>The Insurer will pay up to 40% of the Contents sum insured in respect of theft of computers including laptops, tablets/ iPads, music players, gaming consoles, handheld gaming consoles, readers including any ancillary equipment and any other electronic device normally carried about the person and not otherwise excluded by this Policy</p>	<p>Loss or damage by any person You have allowed in Your Structures</p> <p>Loss or damage while the Structures or any part is lent, let or used for trade/business purposes, unless a person has used violent force to enter or leave the Structures</p> <p>Loss or damage to mobile telephones</p>
<p>9. Emergency access</p> <p>The Insurer 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</p>	
<p>10. Religious ceremonies</p> <p>The Insurer will pay You up to £2,500 for the cost of replacing religious ceremony gifts caused by any event covered by this Section for 30 days before and 30 days after the ceremony of You or a member of Your Family. Cover also extends to include whilst in transit to and from Your Structures and the ceremony</p>	<p>Theft from:</p> <ul style="list-style-type: none"> • Unattended vehicles unless involving forcible and violent entry • A marquee or similar temporary or semi-temporary building

What is covered	What is not covered
<p>11. Property in the open</p> <p>The Insurer will pay You up to £5,000 for the cost of replacing Your property stolen from outside Your Structures but within the boundaries of Your land, provided your Contents sum insured includes these items</p>	<p>Loss or damage when your structure is unoccupied</p>
<p>12. Money</p> <p>The Insurer will pay You up to £500 for loss of Money from Your Structures</p>	<p>Theft unless involving forcible and violent entry or exit</p>
<p>13. Bicycle</p> <p>The Insurer will pay You up to £250 for the cost of repairing or replacing Your Bicycle following:</p> <ul style="list-style-type: none"> • Theft or attempted theft • Accidental damage 	<p>Loss or damage to tyres, lamps or accessories unless the Bicycle is/are stolen or damaged at the same time</p> <p>Damage from mechanical or electrical faults or breakdown</p> <p>Damage while the Bicycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</p> <p>Replacement of a stolen Bicycle unless it was locked to an immovable object by a Sold Secure Bronze or higher rated lock or kept in a locked building</p>
<p>14. Locating a leak</p> <p>The Insurer will pay You the costs You have to pay during the period of insurance to find and access the source of any escape of:</p> <ul style="list-style-type: none"> • Domestic fuel leaking within Your Structures, or water leaking from Your permanent internal plumbing or heating system, fixed water tanks, apparatus, pipes or any fixed domestic heating installation • Water leaking from the outside underground service pipes for which You are legally responsible at the park address shown in the Schedule 	<p>More than £1,000 any one claim</p>
<p>15. Tree shrubs and landscaping</p> <p>The Insurer will pay You up to £500 for the cost of re-landscaping Your garden following damage by any of the events insured under Items 1 to 6, 8 or 10 to 12 only of Section 1 including damage to trees or shrubs</p>	
<p>16. Contents in outbuildings</p> <p>The Insurer will pay You up to £500 for Your Contents in outbuildings</p>	<p>Loss or damage by theft unless involving forcible and violent entry or exit</p>

Section 1 - Conditions

Settling Claims

Your schedule will show the basis on which your claim will be settled. Any claim settlement will be based on your sum insured and the basis on which your cover is provided, either New for Old or Market Value.

The maximum we will pay is the sum insured shown on your schedule, subject to any limits shown on your schedule or in your policy wording, less any Excess applicable.

If your sum insured is less than the cost of replacing your structure, then you are Underinsured, and any payment made for a claim may be reduced by a proportional amount.

The settlement of your claim will be calculated as follows:

Repairs

If a repair is carried out, we will pay for the cost of the repair without deduction for wear and tear, provided the structure and contents were well maintained and in a good state of repair prior to the loss.

We will not pay for the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of common nature, colour, design or use. This applies if the other items can still be used and the damage only affects one part of the item.

In the event that parts or accessories are obsolete we reserve the right to use alternative parts that may not be supplied by the manufacturer, or we may use parts of a similar type and quality to those we are replacing.

If we are unable to repair we may pay the most recent list price for that part plus a reasonable fitting charge.

Cash Settlement

If no repair is carried out we may pay for the reduction in the market value of the Structure, but not more than it would have cost to carry out repairs. No allowance for Value Added Tax (VAT) will be made if a cash settlement is paid to you.

Replacement - New for Old

In the event of direct physical damage to any Structures or Contents where repair cannot be carried out we will pay for a new one of the same or equivalent replacement make and model without any deduction for Wear and Tear provided that:

- Replacement takes place prior to the claim being paid.
- The cost to replace the Structure or Contents is less than your sum insured.
- You have complied with the terms of the Policy.

If any of the above conditions have not been met, we reserve the right to settle the claim on a Market Value basis, or to apply a deduction for any existing damage, Wear and Tear or underinsurance.

At our discretion, we may also offer you a suitable alternative second hand replacement to a maximum value of your sum insured.

Any replacement items for Contents are the same but not better than the original property when new, you can choose to upgrade by paying any difference in cost.

Replacement - Market Value

In the event of direct physical damage to any Structures or Contents where repair cannot be carried out we will pay the cost of replacement taking into account Wear and Tear.

This is the amount You are likely to have received if the property was sold on the open market in its condition immediately before the damage occurred.

Automatic Reinstatement of Sum Insured

The sum insured by this section shall not be reduced by the amount of any claim providing You agree to carry out recommendations put forward by the Insurer to prevent further loss and or damage and You shall pay any proportionate additional premium required up to the expiry date.

Total Loss

In the event of a Total Loss your policy will be cancelled, and you will be required to take out a new policy for your replacement structure. You will be required to pay any outstanding premium owed to us.

Section 2 - Public, Personal and Property Owners' Liability

Section Cover

Subject to You being insured under Section 1 - Loss of or damage to both Structures and Contents of this Policy the following cover is provided:

What is covered	What is not covered
<p>The Insurer will pay all amounts which You (or after Your death Your legal representatives) or Your Family become legally liable to pay due to:</p> <ul style="list-style-type: none"> • accidental death of or bodily injury to any person other than a member of Your Family; or • accidental loss of or damage to property which does not belong to or is not in the charge or control of You or Your Family; or • You owning the Structures, and the land upon which the Structures stand; or • You previously owning and occupying any Structures under Section 3 of the Defective Premises Act 1972 <p>happening during the period of insurance in the United Kingdom (except for accidents for which You or Your Family are deemed to be Personally Liable which are limited to the Land on which the Structures insured on the park are located) brought against You or Your Family.</p> <p>The Insurer will not pay more than £5,000,000 for any one accident or series of accidents comprising one event in addition to:</p> <ul style="list-style-type: none"> • costs and expenses recoverable from You by any claimant, providing these costs and expenses were incurred before the date on which We paid or offered to pay either the full amount of the claim, or the total amount recoverable in respect of such claim; and • costs and expenses incurred by You with the Insurer's consent 	<p>The amount of any Excess shown in Your Schedule unless otherwise stated in the Policy</p> <p>You are not covered for legal liability arising from:</p> <ul style="list-style-type: none"> • Any trade or business activity involving You or any member of Your Family, other than the hiring or letting of the Structures for reward • You owning or using any: <ul style="list-style-type: none"> - mechanically or electrically propelled vehicles (other than domestic garden equipment); - animal other than domestic cats or dogs; - aircraft; - watercraft (other than model or hand propelled watercraft); - firearms or ammunition or - lifts (other than domestic stair lifts) • You owning or possessing a proscribed animal under the Dangerous Dogs Act 1991, the Dangerous Dogs (Northern Ireland) Order 1991, the Dangerous Dogs (Amendment) 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation • A contract unless You would have been legally liable anyway • Any action brought against You other than in a Court of United Kingdom jurisdiction • Liability for payment of any fines <p>Any third-party claims where these claims fall under the cover provided by Your or any other household insurance.</p>

Section Extensions

What is covered	What is not covered
<p>Unrecovered damages</p> <p>The Insurer 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:</p> <ul style="list-style-type: none"> • if the cover provided would have insured You if the award had been made against You rather than in Your favour; and • You do not have an appeal pending 	<p>The Insurer will not pay more than the limit of indemnity under the cover provided by this Section</p>

Section 2 - Conditions

Settling Claims

No admission, offer, promise, payment or indemnity shall be made or given by You or on Your behalf without the Insurer's written consent. The Insurer may if they so wish take over and conduct in Your name the defence or settlement of any claim, or prosecute in Your name for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings, or in the settlement of any claim and You shall give all such information and assistance as the Insurer may require

Policy Conditions

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.

Waiver of Average

In the event of loss or damage to the structure, where you are insured on a New for Old basis, We agree to waive the Application of Average Condition under Section 1 of Your Policy if You can provide documentary evidence of a replacement value at your last policy inception (not more than 12 months prior to the date of the Damage) by a licenced dealer or valuer. This waiver only applies to policies insured on a New for Old basis.

Precautions and care

You must take precautions and care to prevent accidents, safeguard Your property against damage and maintain it in a sound condition.

You must act at all times as if You are uninsured and attempt to keep all costs/expenses in respect of any claim to a minimum.

You must comply with all statutory obligations and regulations including any set out by the local authority, government or other authorised body.

Contribution

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

Fraudulent claims

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, the Insurer:

- a) will not be liable to pay the claim; and
- b) may recover from You any sums paid by the Insurer 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.
- d) If the Insurer exercise their right under (c) above:
 - i. the Insurer 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 the Insurer 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. the Insurer need not return any of the premium paid.

Application of Excess

For the purpose 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.

Law

This Policy will be interpreted in accordance with the law of England and Wales.

Policy Exclusions

You are not covered for destruction of or damage to any property or any legal liability directly or indirectly caused by or contributed to, or arising from:

Asbestos

The removal or, disposal of asbestos or materials containing asbestos.

Confiscation

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

Defective construction or design

Any damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

Existing and deliberate damage

An event before this insurance starts or occurring before this insurance starts; or caused Deliberately by You or any member of Your Family.

Loss of value

Any reduction in value of the property insured following repair or replacement paid for under this insurance.

Pollution

Pollution or contamination of the air, water or soil.

Residential Use

Any Structure that is permanently occupied or used as a permanent residence by You or anyone named in this policy

Radioactive contamination

Ionising 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.

Seams and Seals

There is no cover under this policy for Loss or Damage to the Structures as a result of the failure of seams or seals from anything that happens gradually.

Sonic bangs

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

Structure removed from the Park

There is no cover under this Policy where Your structure is removed from the Park Location listed in your Schedule

Terrorism

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 directly or indirectly caused by, resulting from or in connection with any sanction taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism.

Undamaged Items

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 damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

Virus, Disease and Pandemic Exclusion

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

War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Wear and Tear

Any Damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear. However, subsequent Damage caused after any of the above is covered.

Privacy and Security Statement

Please view our full Privacy Statement at www.binnacle.co.uk/privacy-policy/ 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 very 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 how your data may be used, please view our full Privacy Statement at www.binnacle.co.uk/privacy-policy/

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