



Compass Holiday Caravan and Lodge

Policy wording



Welcome

Thank you for insuring your holiday caravan or lodge with Compass.

We have over 40 years' experience as a specialist insurance provider, so you may rest assured that your "happy place" is in very safe hands.

This policy wording document should be read alongside your insurance schedule, any important information provided to you with your policy documentation and changes made to your policy during the period of insurance (any mid-term changes to your policy will be documented and sent to you).

All of these documents work together as a single contract and clarify exactly what your insurance cover does and does not include and what special terms, conditions, exclusions and endorsements may apply.

It is vital that you check that your insurance policy meets your specific insurance needs. If it does not, please let us know as soon as possible.

Please note that no insurance policy can cover every eventuality. We're are committed to supporting you as best we can, but we also require you to take reasonable steps to keep your "happy place" safe and in a sound condition.

If you have any questions, or your policy does not meet your insurance needs, please contact our friendly, experienced customer services team. We are here for you 7 days a week, as follows:

1 April to 31 October: Monday to Friday 8am to 7pm Weekends 10am to 4pm
1 November to 31 March: Monday to Friday 8am to 5pm Weekends 10am to 1.30pm

Tel: 0344 2740277

Email: enquiries@compass.co.uk

Post: Compass, 7 Pullman Court, Great Western Road, Gloucester, GL1 3ND

Web: www.compass.co.uk

Thanks again for choosing Compass,

Kind Regards

Karen Stacey
Group Operations Director

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About your policy

This policy is a contract between you (the person/s named as the “insured” in your policy schedule) and Accelerant Insurance Limited*. It is based on the information you gave us when you applied for your insurance cover, and your agreement to pay the premium.

Your policy is made up of this policy wording, your insurance schedule, any important information provided to you with your policy documentation and any changes made to your policy during the period of insurance (any mid-term changes to your policy will be documented and sent to you).

All of these documents work together as a single contract to determine exactly what your insurance cover does and does not include and what special terms, conditions, exclusions and endorsements may apply.

Insurance does not cover Your property against everything that can happen, so please read the whole document carefully. It is arranged in different sections. It is important that you understand:

- 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 in a safe place

If You have any concerns You should contact Us.

About us

Compass

Your policy is administered by Compass Insurance, a trading name of Binnacle Insurance Services Limited. Binnacle Insurance Services Limited is Registered in England and Wales , No. 11429456. Registered Office: 7 Pullman Court, Great Western Road, Gloucester, GL1 3ND. Binnacle Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Financial Services Register No. 820727).

To find out more information about the products and services we offer and who we work with, please see our Terms of Business Document

About your insurer

Accelerant

Your policy is underwritten by Accelerant Insurance Limited. Registered in Malta, No. C 92407. Registered Office: SOHO, The Strand, Office 2, Fawwara Building, Triq I-Imsida, Gzira GZR 1401, Malta.

Accelerant Insurance Limited is authorised under the Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and regulated by the Malta Financial Services Authority.

Your right to cancel this policy

You can cancel your Compass Insurance Policy at any time via our customer services team.

You have a statutory right to cancel your policy within 14 days of the start of the policy, or the day on which you receive your policy documentation, whichever is later.

If you wish to cancel, and your insurance cover has not commenced, you will be entitled to a full refund of the premium paid.

If cover has commenced, has been in place for 14 days or less and no claim has been made, you will be entitled to a full refund of the premium paid.

If cover has been in place for more than 14 days and no claim has been made, we will retain an amount of the premium paid proportionate to the time you were on cover and will refund the balance to you. Any administration fees mentioned in our Terms of Business document may also be payable.

If you have received a claims payment, have made a claim, or an incident likely to give rise to a claim will occur during the current period of insurance, no refund on your premium or any administration fee will be given. If you're paying for your premium in monthly instalment you must continue with the instalment payments until the renewal date. Alternatively, we will deduct outstanding instalments from any claim payment that may be due to you.

Our rights to cancel this policy

Where there is a valid reason for doing so, we may cancel the policy at any time, giving no less than 14 days' written notice to you at your known address. Valid reasons may include:

- Non-payment of premium or instalment of payment
- Where we reasonably suspect fraud
- Threatening and abusive behaviour
- Failure to provide complete and accurate information
- Non-compliance with policy terms and conditions.

If any premium due is paid in full before the notice period expires, the cancellation will be withdrawn.

If we cancel your policy and you had paid the premium in full, you will be entitled to a refund proportionate to the unexpired period of cover detailed in your schedule.

However, if a loss giving rise to a claim occurs prior to the cancellation date, no refund on your premium will be given.

If We cancel under General Condition – Economic, Financial or Trade Sanctions no refund of premium will be due to you for the unexpired Period of Insurance

Information you have given us

We have agreed to provide this insurance on the basis of "utmost good faith" and have relied upon the accuracy of the information and statements that you have provided.

You are under a duty to provide complete and accurate information and disclose all material facts that would influence an insurer in deciding whether a risk is acceptable and, if so, the premium terms and conditions to be supplied.

If you are in any doubt as to whether information is relevant in our assessment of your risk, you should disclose this information to us.

If you fail to disclose information relevant to your policy or make an incorrect statement to us and we establish that this is either a deliberate or reckless breach of law, we may terminate the policy and refuse to pay all claims and need not return any of the premiums paid.

If you fail to disclose information relevant to your policy or make an incorrect statement to us and we establish that this is not either a deliberate or reckless breach of law:

- if we would not have entered into the policy at all, we may terminate the policy and refuse all claims, but must return the premiums paid
- if we would have entered into the policy but on different terms (other than terms relating to the premium), the policy is to be treated as if it had been entered into on those different terms from the outset, if we so require
- If we would have entered into the policy, but would have charged a higher premium, we may proportionately reduce the amount to be paid on a claim.

We will not be responsible for any failure by you to disclose material information or misrepresentation, howsoever caused.

Changes to your information

If any of the information on your insurance 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 have charged or refunded any change in your premium.

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 of your structure with a new model
- A change 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 have given us” clause above.

If your change means that we can no longer provide cover, we will give you notice of cancellation in accordance with the policy clause “Our rights to cancel this policy” above.

Making a claim

In the event of an accident or incident you should take any immediate action you feel is necessary to protect yourself/your family, your structures and contents from further damage/loss as long as it is safe to do so – e.g. switch off the gas, electricity, or water supply.

Your park may be best placed to offer you immediate assistance, especially if emergency repairs are required to make your structures secure or safe.

If a crime or has occurred, you will need to obtain a crime reference number from the Police.

Note: 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

As soon as you can, please then get in touch with our claims team with the details of what has occurred. Our claims helpline operates 24 hours a day every day.

Address: Compass Claims, Oakleigh House, 14 – 16 Park Place, Cardiff, CF10 3DQ
Telephone: 0345 604 9860
Email: compassclaims@uk.sedgwick.com

We may request certain information and will advise what further action should be taken and whether you need to provide (at your own expense) any further details. We may also need to arrange a visit and an inspection. If any structures need to be reinstated, you may need to provide plans, specifications etc. to enable the insurer to deal with the claim.

When dealing with a claim, the Insurer has the right to:

- enter any structures where damage/loss has occurred and to take and keep possession of the insured property and (at their discretion) deal with the salvage. Your property remains yours at all times and neither we nor the insurer will take ownership of, accept liability for, sell or dispose of any of your property unless agreed with you in writing.
- To 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
- To pay You the maximum sum payable under any cover (but deducting in such case any sum or sums already paid) or any lesser sum for which a claim or claims can be settled and the Insurer shall then be under no further liability except for the payment of costs and expenses (whether recovered from You by any claimant or incurred with the written consent of the Insurer) incurred prior to the date of such payment of such maximum sum or such lesser sum as the case may be and for which the Insurer may be responsible under the Policy

Notice of a claim being made against you

If you receive notice that you or your family are being held responsible for an accident or incident, please do not admit responsibility, but advise us as soon as possible, supplying full details in writing. Please also forward any related legal documentation or correspondence you receive immediately, for example any claim form, writ or summons, without answering it.

It is important that you do not negotiate, pay, settle, admit or repudiate any claim without our written consent and that you give all necessary practical information and assistance to enable the Insurer to settle or resist any claim, or to institute proceedings.

Failure to comply with any of the above could seriously prejudice your position and may result in the insurer refusing to consider the claim.

How to make a complaint

It is always Our intention to provide a first-class standard of service. However, if You have any cause for concern or wish to make a complaint, You should contact:

Compass
7 Pullman Court
Great Western Road
Gloucester
GL1 3ND

Telephone: 0344 274 0277
Email: complaints@compass.co.uk

If You remain dissatisfied with the way in which your complaint has been handled, or You have not received a final response within eight (8) weeks, You may have the right to refer Your complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone Number: (0800) 0234 567 or (0300) 1239 123.

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

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

Whilst we are bound by the decision of the Financial Ombudsman Service, You are not. Following this complaint procedure does not affect Your right to take legal action.

Financial Services Compensation Scheme (FSCS)

Your Insurer is covered by the FSCS. You may be entitled to compensation from the FSCS if they are unable to meet their obligations to You under this Policy. This depends on the type of insurance and the circumstances of the claim.

Further information about the FSCS is available on their website at www.fscs.org.uk.

Policy Definitions

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

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 and the property insured, 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.

Policy

The Policy is Your contract of insurance with the Insurer.

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.

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 do not include mobile telephones, cameras and other photographic equipment, binoculars, spectacles, contact or corneal lenses, hearing aids, motor vehicles, motor cycles, caravans, trailers, watercraft and/or outboard engines, or any accessories to these items, watersports clothing and equipment, fishing tackle, golfing equipment, Bicycle, pets and livestock, landlords' fixtures and fittings, Money and documents of any kind.

Endorsement

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

Excess

The amount You will have to pay towards each separate claim.

Family

You, Your spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner, dependent children and other relatives who permanently live with You.

Heave

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

Insurer

Accelerant Insurance Limited

Land

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

Landslip

Downward movement of sloping ground.

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.

Settlement

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

Structures

The holiday caravan/holiday lodge/holiday chalet described in your schedule and sited on a park that is registered with the local authority and has a holiday licence. This includes standard fixtures, fittings and equipment supplied by the manufacturer/builder when new, 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, identified on your schedule which belong to you or for which you are responsible.

Subsidence

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

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.

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 or any member of Your Family. 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

Compass acting on behalf of the Insurer.

Wear and Tear

A reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. 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 in declarations by the person taking out the Policy during the period of insurance for their respective rights and interests

Section 1 – Damage to Structure and Contents

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 covered in the Schedule:

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 covered in the Schedule:</p> <ol style="list-style-type: none"> 1 Fire, smoke, lightning, explosion or earthquake 2 Riot, civil commotion, strike, labour disturbances or locked out workers 3 Malicious acts and vandalism <ol style="list-style-type: none"> 4 Aircraft and other aerial devices or anything dropped or falling from them 5 Storm, including weight of snow or flood 	<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>Loss or damage caused by deliberate acts by You, Your Family or any person lawfully in Your Structures other than a hirer</p> <p>Cover for damage caused by a hirer 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>Loss or damage to fences and gates unless Your Structures are damaged at the same time. damage arising from seepage of water into any Structures through seams or seals from anything that happens gradually</p>

What is covered	What is not covered
<p>6 Theft or attempted theft</p> <p>7 Escape of liquified petroleum gas or oil from any domestic heating installation</p> <p>8 Water freezing, or escape of water in or from any domestic water or heating installation</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>Loss or damage caused by corrosion or Wear and Tear</p> <p>Loss or damage to the damaged part of the installation itself</p> <p>Loss or damage caused by corrosion or Wear and Tear</p> <p>Loss or damage to the damaged part of the installation itself</p> <p>Loss or damage if Your Structures are left Unoccupied during the period from 1st October to 14th March annually unless:</p> <ul style="list-style-type: none"> • the water has been turned off at the mains stopcock and all equipment fully drained down, in which case a £250 excess will apply • In addition, if a park approved drain down service is used the standard policy excess will apply, or • a proprietary sealed central heating system containing anti-freeze which is maintained to the manufacturer's specification is in operation • for any time the Park remains open prior to the Structures being fully drained down, water has been turned off at the mains stopcock, all taps are left open, sinks and plug holes are left unobstructed, or a full central heating system has been set to operate daily and overnight to avoid frost
<p>9 Collision by any vehicle or animal</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 them other than from the immediate vicinity of damaged Structures and disposing of them</p> <p>Loss or damage to fences and gates, unless Your Structures are damaged at the same time</p>

What is covered

- 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
- 13 Subsidence, Heave or Landslip of the site on which Your Structures stand and for which You are legally responsible.

- 14 Accidental Damage

What is not covered

In respect of Your Structures the first £1,000 of each and every loss

Loss or damage caused by:

- 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

Loss or damage occurring while Your Structures is undergoing demolition, structural alteration or structural repair

Loss or damage caused by:

- 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 of 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

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

Section Benefits

What is covered	What is not covered
<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>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 <p>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> <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>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>	<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>More than £10,000 in any one claim</p> <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>Any claim for damage to the Structures if the buyer is insured under any other insurance</p>

What is covered

5 Freezer contents

The Insurer will pay You up to £350 for the costs of replacing food in Your domestic deep freezer if it is spoilt due to:

- The freezer unit accidentally breaking down
- The refrigerant escaping from the unit

The electricity or gas supply accidentally failing

6 Loss of keys

The Insurer will pay You up to £500 for replacing locks, including keys, of the same quality to:

- Any external doors and windows; and
- Intruder alarms and safes installed in
- Your Structures

If Your keys are

- Stolen; or
- Accidentally lost

7 Metered water, liquified petroleum gas or oil used for heating

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.

8 Computer and gaming equipment

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, hand held gaming consoles, readers including any ancillary equipment and any other electronic device normally carried about the person and not otherwise excluded by this Policy

9 Emergency access

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

What is not covered

Any claim for damage:

- 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

Loss or damage by any person You have allowed in Your Structures

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

Mobile telephones

What is covered

10 Religious ceremonies

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

11 Property in the open

The Insurer will pay You up to 20% of Your Contents sum insured up to a maximum of £2,500 for the cost of replacing Your property stolen from outside Your Structures but within the boundaries of Your land

12 Money

The Insurer will pay You up to £250 for loss of Money from Your Structures

13 Bicycle

The Insurer will pay You up to £250 for the cost of repairing or replacing Your Bicycle following:

- Theft or attempted theft
- Accidental damage

14 Locating a leak

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:

- 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

What is not covered

Theft from:

- Unattended vehicles unless involving forcible and violent entry
- A marquee or similar temporary or semi-temporary building

Theft unless involving forcible and violent entry or exit

Loss or damage to tyres, lamps or accessories unless the Bicycle is/are stolen or damaged at the same time

damage from mechanical or electrical faults or breakdown

damage while the Bicycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes

To replace 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

More than £1,000 any one claim

What is covered	What is not covered
<p>15 Tree shrubs and landscaping 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 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

The Schedule will show You on what basis the Insurer will settle any claims.

New For Old Cover

In the event of direct physical damage to any Structures or Contents the Insurer will pay either the full cost of repair or the equivalent replacement without any deduction for Wear and Tear provided that:

- An actual repair or replacement takes place prior to payment of the claim.
- The Structures or Contents damaged were not up for sale at the time of the loss.
- The cost to replace in full or repair the Structures or Contents is no more than the amount You are insured for and the Additional Expenses described in Section Benefits Extension 1 does not exceed £10,000.
- The Structures or Contents claimed for were maintained and in good repair before any damage occurred.
- For Contents claims the replacement property is substantially the same but not better than the original property when new You may upgrade by paying any difference in cost.

If any of these conditions are not met then cover, and the basis for settlement, reverts to market value cover.

All claims in relation to household linen and clothing will revert to market value cover.

Market Value Cover

In the event of direct physical damage to any Structures or Contents the Insurer will pay either the cost of repair or 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.

Should the replacement cost of Your property insured be of a total value in Excess of Your sum insured on this basis when any loss, destruction or damage occurs then You shall be considered to be Your own Insurer for the difference and bear a proportional share of the claims costs accordingly.

You must advise the Insurer prior to any payment being made if the Structures is/are subject to a hire purchase agreement in which case the Insurer may choose to pay the claim amount to the hire purchase company.

Alternatively, if You require a cash settlement following loss of or damage to any Structures and it is beyond economical repair, the Insurer will pay the value of the Structures at the time of loss. Should You choose this the Insurer will be entitled to retain any salvage.

Alternatively if You require a cash settlement following loss of or damage to any Structures and it is beyond economical repair, but retain the damaged Structures the Insurer will only pay You the estimated repair costs less the value of the Structures immediately following the loss.

Automatic reinstatement of the 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.

Section 1 – Exclusions

Residential Use

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

Section 2 – Public, Personal and Property Owners’ Liability

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

Section Cover

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>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 • Any third-party claims where these claims fall under the cover provided by Your or any other household insurance.

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 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:

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.

War risks

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

Sonic bangs

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

Pollution

Pollution or contamination of the air, water or soil.

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.

Confiscation

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

Asbestos

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

Loss of value

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

Existing and deliberate damage

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

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.

Residential Use

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

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

Policy Conditions

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.

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.

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 Structures 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.

Cancellation

The Insurer may cancel the Policy at any time by giving You 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your known address. Valid reasons may include:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with Policy terms and conditions.

Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Schedule.

Important information

Applicable law and jurisdiction

The parties to this contract are free to choose the court jurisdiction applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of the United Kingdom, the Isle of Man or the Channel Islands depending upon Your address shown in the Schedule and to the jurisdiction of the courts of England.

Third parties rights

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

Data protection legislation

We undertake to comply with EU General Data Protection Regulation in all Our dealings with Your personal data. Your personal information will be kept secure. We undertake to ensure Your personal data is:

- processed lawfully, fairly and in a transparent manner
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- 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 and every reasonable step will be taken by Us to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

As part of Our day-to-day communications with You, we will generally use e-mail and unless You advise Us to the contrary in writing then You accept this is a valid communication enforceable as written communication for legal and regulatory purposes.

We use the words Personal Data to describe information about You, and from which You are identifiable. For the purpose of the General Data Protection Regulation (the GDPR), we are a data controller.

Please note that any information provided to us will be processed by us, our underwriters and our agents in compliance with the provisions of Data Protection legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing information to third parties.

We respect your rights in respect of the data we hold on you. We will act without unnecessary delay in dealing with your data access requests. In respect of the personal data we hold on you, you have the right to access, erasure, rectification, restriction, portability and objection.

What Personal Information do we collect from you?

You may give us Personal Data by corresponding with us or through our managing general agents, claims handling service providers, other intermediaries, brokers or agents, by phone, e-mail or otherwise. We ask You to disclose only as much information as is necessary to provide our products or services or to submit a question/suggestion/comment in relation to our website.

What information about you do we obtain from others?

We obtain the information you provide through our managing general agents, claims handling service providers, brokers and/or intermediaries.

Our full privacy notice explains in more detail the types of information we hold, how it is used, who we share it with and how long it is kept. It also informs You in more detail of the rights You have regarding Your Personal data. Our Privacy Policy can be viewed at www.compass.co.uk

Fraud prevention and detection

In order to prevent and detect fraud we may:

- share information about You with other organisations and public bodies including the Police
- undertake additional fraud searches including credit checks
- check and/or file Your details with fraud prevention databases and agencies
- record if You give Us false information and we suspect fraud to prevent fraud and money laundering.

The Insurer can supply on request, further details of the databases they access or contribute to. If You require further details, please contact them.

The Insurer and other organisations may also search these agencies and databases to:

- Help make decisions about the provisions and administration of insurance, credit and related services for You and members of Your household
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies

Check Your identity to prevent money laundering, unless You provide other satisfactory proof of identity

Claims history

Under the conditions of Your Policy You must tell Us about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When You tell Us about an incident Your Insurer will pass information relating to it to a database.

The Insurer may search these databases when You apply for insurance, in the event of any incident or claims, or at time of renewal to validate Your claims history or the claims history of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under this policy.

How much to insure for (your Sum Insured)

We cannot advise you on how much to insure your Structures and Contents for. It is up to You to ensure that the amounts You insure for represent the full replacement value of the property concerned. Remember, if You underinsure, claim payments may be reduced. You can change Your sums insured at any time; You don't have to wait for renewal.

Wear and tear

Insurance policies are not maintenance policies so do not cover deterioration due to Wear and Tear.

Renewing your insurance

We will contact You in writing at least 14 days before Your renewal date and will either:

- (a) Give You an opportunity to renew Your insurance for a further year; or
- (b) Let You know that we are unable to renew Your insurance.

If we don't offer renewal, we will tell You why. Reasons may include:

- The insurance product is no longer available
- we reasonably suspect fraud
- your claims history is poor
- we have changed Our eligibility criteria
- you no longer meet Our eligibility criteria
- you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we offer renewal we will:

- Tell you about any changes we're making to Your Policy terms and conditions
- Ask you to check this insurance continues to meet Your needs
- Ask you to check that the information we have is still correct; and
- Tell you next year's price and any changes from the price you paid the previous year

If You wish to make any changes at renewal, please call 0344 274 0277

Ensuring you have continuous cover

If You are thinking of cancelling or not renewing with Us, make sure You can get the alternative cover You need before Your policy ends.

Administration fees

Any fees associated with the administration of Your policy will be outlined in Your schedule of insurance.

Use of language

All communications relating to this contract will be in English.

Telephone call charges and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on Your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For Our joint protection telephone calls may be recorded and/or monitored.

Compass Insurance

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E: enquiries@compass.co.uk

W: compassparks.co.uk



Compass is a trading name of Binnacle Insurance Services Limited. Binnacle Insurance Services Limited is registered in England, Company No. 11429456 at Registered Office: 7 Pullman Court, Great Western Road, Gloucester GL1 3ND.

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