

PlatinumSeal

WARRANTY SCHEME



Platinum Seal Warranty Scheme

(Residential Park Homes and Holiday Lodges Built to BS3632)

Applies to all newly manufactured Park Homes and Holiday Lodges
registered with Platinum Seal from 1st January 2019

The Platinum Seal Warranty Scheme ('Platinum Seal') is specially designed for newly manufactured residential park homes and holiday lodges built to the standard of BS3632. It provides varying levels of protection for the first Owner and any subsequent Owners.

This document contains the terms and conditions of Platinum Seal. It is a legal agreement between You, the Manufacturer and the Insurer.

We recommend that You read this document, as it will give You the information You need to help You understand what protection You have. These are important documents. If any information is not clear please contact the Scheme Administrator.

This Warranty document consists of:

- **INFORMATION** on the Platinum Seal Warranty;
- **DEFINITIONS** detailing all definitions applicable to the Warranty;
- **INSURING AGREEMENT** giving precise details of the cover, as applicable, subject to variation by endorsement;
- **EXCLUSIONS** detailing conditions that apply to the whole Warranty;
- **CONDITIONS** defining exclusions that apply to the whole Warranty;
- **FINANCIAL LIMITS** detailing the maximum the Insurer will pay in the event of a claim under the Warranty;
- **CLAIMS NOTIFICATION PROCEDURES** detailing the procedures that should be followed when notifying a claim under any of the sections of the Warranty.

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Contact Details

How to contact us (Scheme Administrator)

At any point during Your Platinum Seal cover, We would be happy to hear from You

Call us on:

01604 946 791 (Monday to Friday 9:00 to 17:30)

Email for general enquiries:

info@platinumseal.co.uk
claim@platinumseal.co.uk

Visit us at:

www.platinumseal.co.uk

Write to:

Platinum Seal, c/o Park Home Assist Insurance Services, Royal House, Queenswood
Newport Pagnell Road West, Northampton NN4 7JJ

Who to contact and when:-

Before You move in

Call us on:

01604 946 791

Mon - Fri- 9:00 to 17:30)

Visit us at:

www.platinumseal.co.uk

Email:

info@platinumseal.co.uk

During the
Manufacturer
Warranty period

The Manufacturer - their contact details will be in Your Manufacturer's welcome book or on Your Platinum Seal Certificate of Insurance. If You can't find these, please contact Us.

After the manufacturer
Warranty period

Call us on:

01604 946 791

Mon - Fri- 9:00 to 17:30)

Visit us at:

www.platinumseal.co.uk

Email:

info@platinumseal.co.uk

Introduction to Platinum Seal

Platinum Seal helps protect You against certain problems with Your Home arising from your Manufacturer:

- Becoming insolvent
- Failing to meet the Platinum Seal requirements

The protection provided by Platinum Seal is restricted to what is described in this document. In particular:

There are some things that are not Our responsibility, as explained on page 15.

There are limits to how much We will pay, as explained in each section and summarised on page 15.

Some or all of the Platinum Seal protection may be used up, as explained in each section and summarised on page 15.

Platinum Seal does not protect You against things such as loss or damage to Your Home or its contents resulting from fire, flood, storms, theft or accidental damage. We recommend that You take out separate insurance for these and other similar perils.

Transfer of Ownership

Should You sell Your Park Home and wish to transfer the remaining balance of the Platinum Seal Warranty to the new Owner, You should provide the new Owner with this document and all evidence of the maintenance carried out on the Home. The new Owner will in turn need to contact the Scheme Administrator on 01604 946 791 to complete the transfer. An administration fee of £50 will be applicable. (In the event of a claim We can only deal with the person(s) detailed on the Certificate of Insurance.)

Meanings of key words and phrases

Certain words or phrases used throughout this document have a specific meaning, as summarised below:

Assist Insurance Company Limited	Means the Insurer, registered number 43269 in Guernsey. The company is registered under the Insurance Business (Bailiwick of Guernsey) Law 2002.
Base	The base upon which Your Home is sited.
BS3632	British Standard No. 3632 as published by BSi UK.
Certificate of Insurance	The Certificate issued by the Insurer to signify acceptance of each Home for insurance.
Code of Practice	The Code of Practice for the Transportation, Siting, Commissioning and Maintenance of Homes published by the National Caravan Council from time to time setting out the mandatory requirements for the transporting, base building, siting, commissioning and maintenance of homes, a copy of the current version of which is available on the Platinum Seal website www.platinumseal.co.uk
Cost	The full cost, if it is more than the minimum claim value, of putting right any actual physical damage caused by a Defect in Your Home.
Damage	Physical damage to the Home caused by a Defect.
Defect	<p>Failure to comply with the principles of BS3632 for the manufacturing and materials used in the manufacture of new Homes. The requirements of BS3632 are intended to make Homes:</p> <ul style="list-style-type: none"> • Stable and structurally sound; • Weather-resistant; • Meet statutory requirements; • With adequate ventilation, drainage, sanitation; • With adequate means of escape; • Meet satisfactorily thermal and sound insulation criteria; <p>Failure to follow the guidelines or standards supporting the functional requirements does not in itself amount to a Defect, as it may be possible to achieve the recommended performance in other ways.</p>

Meanings of key words and phrases continued

First Owner, Owner	Means the First Owner, Owner named on the insurance certificate and any later owner including a mortgagee or heritable creditor in possession.
Home	<p>The property described in the Certificate Of Insurance which is a Home which is a mobile unit as manufactured by the Manufacturer and registered with the Platinum Seal scheme and whether the Home is used as a Residential Home or Holiday Home, comprising:</p> <ul style="list-style-type: none"> • The Structure; • All non-load bearing elements and fixtures and fittings for which the Owner is responsible; • Excluding any base, path, roadway, services and skirting; • Excluding any structure attached or adjacent to it; • Excluding the drainage system within the perimeter of such property for which the Park Owner is responsible for.
Home Owners Application	The form required to be completed and returned to Us so that We may register Your home with the Platinum Seal scheme. The form is also available online at: www.platinumseal.co.uk
Indexed	Increased to allow for the effects of inflation. Any amount referred to as 'Indexed' was set on 1 April 2018 and the increase is applied on 1 April each year in line with the Retail Price Index. The figure that applies to a claim is the one that is in force when the claim is first notified to Platinum Seal.
Insolvent	<p>The Manufacturer is insolvent if:</p> <ul style="list-style-type: none"> • An order is made or a resolution is passed for the winding-up, administration or bankruptcy of the Manufacturer; or • A liquidator, trustee, administrator, administrative receiver, receiver, manager, trustee in bankruptcy or similar official is appointed over the whole or part of the assets of the Manufacturer or the directors of the Manufacturer. • They are in liquidation; • They have had an administrator appointed; • They have an administrative receiver or a receiver or manager appointed over any or all of their property, assets or business undertakings; <p>They are the subject of any other insolvency procedure or have a judicial factor appointed to their business.</p>

Meanings of key words and phrases continued

Insurer	Means the Insurer, registered number 43269 in Guernsey. The company is registered under the Insurance Business (Bailiwick of Guernsey) Law 2002.
Load-bearing	The structural parts of the floors, walls and roof in the main structure, but not including the coverings (such as floor and roof tiles, laminates, and internal and external wall coverings etc.) and their fixings (for example, grout and adhesive).
Maintenance	Those requirements set out in 'Your Obligations in Maintaining Your Home' on Pages 12 to 14 that are required to be carried out at Your expense which may be in addition to any Manufacturers maintenance requirements & obligations.
Manufacturer	The person, firm or company being a member of the Platinum Seal scheme and named in the Platinum Seal Certificate of Insurance who is responsible for providing the Manufacturer's warranties for Your Home.
Manufacturer's Warranties to the Purchaser	The assurances given by the Manufacturer details of which are available from your Manufacturer.
Manufacturer Defect Warranty Insurance Period	The period of two years from the date of dispatch of Your Home as detailed within Your Platinum Seal Certificate of Insurance.
Minimum Claim Value	The amount stated in Page 15, below which we will not pay any element of a claim.
Owner, Purchaser	The person (or people) who entered into the contract for Your Home or any person (or people) who subsequently takes over possession of the Home , including a mortgagee or heritable creditor in possession.
Park Owner	A company or person who is responsible for the site, the services and the base of Your Home.
Qualifying Period	Means the period of ten years from the date of dispatch, as recorded on the Insurance Certificate.
Scheme Administrator	Park Home Assist Insurance Services, Royal House, Newport Pagnell Road West, Northampton, NN4 7JJ.
Standard Fixtures and Fittings	Those appliances and furniture supplied by the Manufacturer and already fitted within the Home before delivery to its location.

Meanings of key words and phrases continued

<p>Structure</p>	<p>Comprises the following elements, subject to the exclusions set out on pages 16 to 18.</p> <p>Exterior</p> <ul style="list-style-type: none"> Wall frame Delamination of exterior Fascia and soffits Underfloor insulation Chassis <p>Roof</p> <ul style="list-style-type: none"> Installation of the tiled roof Roof trusses Flashings, valleys and hip Roof insulation (not vermin damage), where part of another claim <p>Interior</p> <ul style="list-style-type: none"> Timber joists Timber frames Insulation (except damage from vermin or plumbing leaks) Flooring Walls <p>Windows and Doors</p> <p>PVCu frames/PVCu external doors (for 10 years) (Glazing units for 5 years only) including the seals within these unit, but not those surrounding them. Excluding hinges, restrictors, locks and handles.</p>
<p>Warranty</p>	<p>The cover provided by the Platinum Seal Warranty Scheme, together with exclusions and conditions.</p>
<p>We, Our and Us</p>	<p>Means the Manufacturer and the insurer except where specifically mentioned as separate in their own right.</p>
<p>Vendor</p>	<p>The person or company that initially sold the Home to the First Owner.</p>

Making a claim

During the Warranty Insurance period;

Your Manufacturer is responsible for the First Two Years from the date of dispatch referred to as the Manufacturer Defects Warranty Insurance Period. Their contact details will be in your manufacturer's welcome book or on Your Platinum Seal Certificate of Insurance. If You can't find these, please contact Us.

After the manufacturer warranty Defects Insurance Period;

If You believe You have a valid claim under the Platinum Seal Scheme You should contact The Scheme Administrator on 01604 946 791 (Monday to Friday 9:00 to 17:30) to report Your claim. You will also need to complete a Platinum Seal Warranty Claim Form which can be found at www.platinumseal.co.uk or We can send one to You in the post. Your claim form will need to detail as much information about your claim as possible, photographs of the issue, diagrams and an explanation of the problem to enable us to properly assess Your claim.

All claims must be made as soon as any issue that may give rise to a claim becomes apparent and no later than 4 weeks from when they first occurred.

Claims relating to double glazing or PVCu door and window frames must in the first instance be directed to the Manufacturers so they can liaise with the relevant suppliers.

You can write to Us at:

Platinum Seal
c/o Park Home Assist Insurance Services Ltd
Royal House,
Queenswood
Newport Pagnel Road West
Northampton
NN4 7JJ

Email info@platinumseal.co.uk

Making a claim continued

When making a claim, please note that;

- All reasonable steps must be taken by You to limit any loss which would otherwise be suffered by the relevant Warranty holder. You may not be paid for any work or other costs which result solely from Your failure to do this.
- It is unlawful to make a fraudulent claim.
- Any work carried out to rectify a Defect and before an inspection is made on behalf of the Insurer is done so at Your own risk and expense, and clearly identifiable photographic evidence throughout any such work must be retained and submitted with any invoice and claim. Failure to do so may result in Your claim being declined.
- You shall within four weeks or such longer period as the Insurer may in writing permit, give the Insurer or the Manufacturer notice in writing of any Defect complained of, failing which the Manufacturer nor the Insurer shall not be liable under any part of this Warranty which constitutes an extension of the Purchaser's statutory rights, unless such notice in writing was given by a previous Purchaser as soon as practicable.
- If, after four weeks or such longer period as the Insurer may in writing permit, the Manufacturer has failed to take steps to remedy or have remedied a Defect properly reported to them by You, then You may report such failure to the Scheme Administrator giving a full description of the circumstances on the appropriate form obtainable from the Scheme Administrator. You shall within four weeks (or such longer period as the Insurer may in writing permit) of receiving a claim form return that form to the Scheme Administrator duly completed. The Insurer and/or their agent(s) will investigate the circumstances and if Your claim is valid under either Your statutory rights or the rights conferred upon You by this Warranty, the Insurer will use its reasonable endeavours to arrange for the remedy of the Defect.
- You shall, for the purposes of investigating and remedying a complaint submitted, give reasonable access to the Home, to the Manufacturer the Insurer or their agents.

Platinum Seal Warranty - Cover Provided

The following is provided subject to the conditions contained in 'Your Obligations in Maintaining Your Park/Leisure Home' & 'General Conditions AND EXCLUSIONS' set out on pages 16 to 18 are adhered to;

It is hereby agreed between the Insurer and the Purchaser as follows:

- 1.1. The rights conferred upon the Purchaser under this agreement shall be in addition to any rights they may have against the Vendor/Park Owner or any other person under the law or any other agreement relating to the Home.
- 1.2. The Warranty given by the parties of this agreement are deemed to be given jointly and individually by the Manufacturer and/or Park Operator and the Insurer so as to render the party giving the Warranty liable in the event of the undertaking not being fulfilled.

It is hereby agreed between the Manufacturer and the Purchaser as follows:

- 1.3. That the Home has been built by the Manufacturer in accordance with British Standard 3632, in an efficient and workmanlike manner and of proper British Standard Kite Marked materials so as to be fit for habitation.
- 1.4. That they have complied with their obligations under the 'Code of Practice' for the transportation, siting, commissioning and maintenance of homes.
- 1.5. That they will within a reasonable period according to the nature of the Defect or such period as the Insurer may in writing permit, remedy, or cause to be remedied, any Defect to its standard fixtures or fittings are covered within one year from the date of commencement given that such defect is properly reported to the Manufacturer and/or the Park Owner in accordance with our claims reporting procedure.
- 1.6. That they will remedy or cause to be remedied any major Defect in the structure which appears within the Manufacturer Warranty Period and is properly reported to the Park Owner/Manufacturer in accordance with our claims reporting procedure where such Defects arise from the inherent Defect in the structure provided that the Home has been sited in accordance with the Code Of Practice for the transportation, siting, commissioning and maintenance of homes. The structure of the Home means the load bearing parts of its floors, walls and roof as well as UPVC windows and door frames.
- 1.7. That if any work undertaken by the Manufacturer/Park Owner, or on their behalf, fails to remedy such defect, the Manufacturer, shall remain under a continuing liability to remedy such Defect even after the expiry of the warranty period applicable to the Defect properly reported during the Qualifying Period.

Note: In the absence of the Manufacturer being unable to fulfil its obligations within the Platinum Seal Cover as a result of Insolvency, the Insurer will rectify any Structural Defects Only during the Manufacturer Warranty Period.

Your Obligations in Maintaining Your Home

In order to protect the structure of Your new Home it is essential that the following maintenance is undertaken as a minimum requirement. Failure to comply may put Your Warranty cover at risk, and Your Platinum Seal Warranty does not include any defect as a result of a lack of or poor Maintenance. You should refer to Your Manufacturer for any specific maintenance requirements for Your Home, and the examples provided below are merely examples of the requirements which You may need to have carried out. These requirements are complementary to any other specified in the relevant Manufacturer's handbook, which should be undertaken as specified:

1. Exterior Walls

1.1. Rendered Finish (Excluding Maintenance Free Render)*

The Exterior Walls must be recoated within two years from the date of manufacture with a suitable good quality exterior finish, as specified by Your Manufacturer. If in doubt consult Your Manufacturer. Thereafter a re-coat must be applied every three years. The exterior walls must be examined by You at least every three months for hairline cracks due to the natural shrinkage of exterior cladding. Any such cracks must be filled immediately with suitable exterior filler and painted immediately to prevent water penetration (weather and conditions permitting) before painting;

1.2. CanExel Cladding

Clean down with warm soapy water when needed and check on regular basis for expansion. Please note that CanExel must not be fitted within 150mm of ground level.

1.3. Timber Cladding

The exterior cladding of Your Home can be washed with mild detergent as required. Exterior walls should be checked every 6 months and must be re-stained with micro-porous stain within two-years of manufacture. Thereafter re-stained every two years.

1.4. Other Exterior Walls

Should Your Home be constructed with an alternative cladding, you should contact Your Manufacturer for details of the Maintenance requirements for those walls and the frequency of the maintenance required for such walls.

Additional Notes: When cleaning the external walls of the Home, the use of a high-pressure washer is not recommended. Any damage resulting from the use of such equipment could invalidate the Warranty.

Although some external claddings do not require painting, it is a requirement that it is cleaned and all shrunken or missing sealant is replaced on at least an annual basis.

2. Timber Doors and Windows

Re-painting or re-staining must take place within the first two years with appropriate quality paint or stain and thereafter a re-coat every three years, taking note of mastic joints and sealant around these windows and doors and making good or replacing any defects in that sealant.

Your Obligations in Maintaining your Home continued

3. Roof

- 3.1. An annual inspection must be undertaken to check the roof/ridge tiles or the roof covering have not been displaced or damaged. The mastic seals behind the fascias around the chimney flashings must also be inspected annually and renewed if signs of shrinkage or cracking are apparent.
- 3.2. Similarly, any joint on the roofing material should be inspected and, if necessary, re-sealed with a roofing adhesive.

4. Gutters and Down Pipes

Gutters and down pipes must be kept clear of dead leaves and debris.

5. Air Vents

The air vents around the home have been fitted in accordance with BS3632 and must be kept open and free at all times for the essential safety of the occupants and the good condition of the home.

6. Chassis

Should any serious rusting appear on the steel chassis it is essential that the surface is cleaned and treated with anti-corrosive paint. At no time should any adjustment be made to the jack or corner steadies without professional advice.

7. Skirting

- 7.1. In accordance with the Code of Practice on transportation, siting, commissioning and Maintenance of Homes, a continuous 25mm air gap must be maintained between the underside of the Home and the top of the skirting wall. There should be no part of the Home or steps being in contact with the brick (or other material) skirt and it must be possible to place a hand up between the home's drip rail and the skirt.
- 7.2. Air vents in the skirting wall must be kept clear at all times to ensure the free flow of air.
- 7.3. In cases where a brick/stone built walls and steps is used, it is recommended that it incorporates a damp membrane prior to the top row of bricks.

8. Evidence of Maintenance

All maintenance referred to in Clauses 1, 2, 3, & 6 above must be recorded by retaining all receipts throughout the duration of the period of the Warranty as evidence of the Maintenance taking place, in the event of a claim. Receipts must be VAT receipts and the work must be completed by an approved/authorised skilled trades person. Failure to provide evidence of the scheduled work having taken place may result in Your claim being rejected and Your Warranty being invalid.

Your Obligations in Maintaining your Home continued

9. Change Of Ownership

If You sell Your Home within the period of the warranty You must notify Us by contacting Us on 01604 946 791 in order to request the appropriate form, or by downloading it from the Platinum Seal Website www.platinumseal.co.uk. An administration fee of £50.00 will be applicable to register the new Owner and for the balance of warranty to be transferred to them. You must also provide the new Owner with all receipts and invoices for all Maintenance carried out on Your Home, as they will require this should they need to make any claim as per Clause 8 above.

10. Periods of Non-Occupation

If Your Home has been unoccupied for a period of time (such as more than 3 consecutive months) or Your Home has been unoccupied for a period of more than 3 consecutive months before You owned it, You should seek written assurances from the previous Owner or the Park Owner that the Maintenance obligations detailed above have been complied with and that it can be evidenced as per Clause 8 above.

Summary of Financial limits

The maximum the Insurer will pay for any claim under various sections of this Warranty is:

1. We do not apply an excess under any section of Platinum Seal, so You do not have to pay the first part of a claim. Instead, we apply a minimum claim value to any claim of £350. This means that, if the cost of the work You are claiming for is below the minimum claim value, We will not do the work or pay anything towards the cost. However, if the cost to Us of dealing with Your claim is above the Minimum Claim Value, We do the work or pay the cost in full and You will not have to make a contribution.
2. The amount payable by the Insurer is limited to a total of £10,000 for the Qualifying Period.

General conditions AND EXCLUSIONS

1. The Insurer shall not be liable to the Purchaser in respect of:

- 1.1. Any Defect caused by a breach of this agreement in relation to central heating boilers and controls, any electrical or gas installation with moving parts (including waste disposal units, extractor fans and air conditioning units), soft furnishings, floor coverings and internal decorations or in respect of any damage caused by such Defect if such Defect or damage first appears after the expiry of 12 months from the date of commencement;
- 1.2. Any Defect in or caused by anything built in or onto the Home not so built by the Manufacturer or which renders the Home no longer in compliance with BS3632 or the requirements of the Caravan Sites and Control of Development Act 1960 and the Caravan Sites Act 1968;
- 1.3. Loss or damage due to or arising from any alteration, modification or addition to the Home after the issue of the Certificate of Insurance unless the Insurer has been informed, the Warranty endorsed, and any applicable premium paid to the Insurer;
- 1.4. Any change in colour, texture, opacity or staining or other ageing process to any element of the Home;
- 1.5. Consequential loss of any description except as expressly provided for in this Warranty;
- 1.6. Any costs, losses, expenses or damages for death, bodily injury, disease, illness or injury to mental health;
- 1.7. Loss or damage caused by or consequent upon subsidence, heave or landslip;
- 1.8. Loss or damage caused to or by the Base the Home is sited upon, decking or balustrade;
- 1.9. Any Defect or damage arising from any alterations to the structure of the Home by the Purchaser or their agent or any previous Owner;
- 1.10. Any Defect or damage caused by defective design where the first Purchaser provided the structural or installation design details, which gave rise to such Defect or damage;
- 1.11. The cost of any structural Defect or damage if it is less than £350 (index-linked), of putting right any actual physical major damage caused by Defect in the structure of the Home any of the following parts of the Home after two years from the commencement of cover such as: chassis, load bearing walls, load bearing parts of the roof, load-bearing parts of the floors, floor decking, screeds and staircases where these fail to support normal loads;
- 1.12. Damage or deterioration caused by neglect or misuse on the part of the Purchaser or failure to comply with the Manufacturer's and the Insurer's regular maintenance instructions and failure to replace the sealant around any door or window frames, fair wear and tear, dampness, water damage howsoever caused, condensation or shrinkage not caused by a breach of the Manufacturer's warranties;
- 1.13. Dampness, condensation or shrinkage not caused by a Defect;
- 1.14. Any damage or Defect arising caused by dry rot, wet rot, shrinkage or thermal movement, condensation/incorrect ventilation, internal water leaks from plumbed fixtures and appliances (baths, showers, basins, appliances, hot tubs & heating systems);

General conditions AND EXCLUSIONS continued

- 1.15. Any cost, loss or liability which is provided for by legislation or which is covered by another insurance or warranty;
- 1.16. Anything excluded by an endorsement by Assist Insurance Company Limited on the Certificate of Insurance;
- 1.17. Anything affecting or caused by alterations or extensions to the Home carried out after the date of the Certificate of Insurance;
- 1.18. Any reduction in value or loss of value of Your Home;
- 1.19. Loss of enjoyment, use, income or business opportunity, inconvenience, distress or any other consequential loss;
- 1.20. Any professional fees except those reasonably incurred with our specific written consent. (Note – we may in our absolute discretion waive this exclusion if we accept a claim, which we had at first rejected);
- 1.21. Costs or expenses greater than would have been paid or incurred by a reasonable person in the position of the Owner spending their own money;
- 1.22. Costs that have already been taken into account by the Insurer or by the Manufacturer when making payment to or carrying out work for a previous Owner;
- 1.23. Costs that are attributable to an unreasonable delay in pursuing a claim;
- 1.24. If the purchaser is not the first Owner, anything which they knew about when they bought the Home and which resulted in a reduction in the purchase price they paid or which was taken into account in any other arrangement;
- 1.25. Replacement of any undamaged item(s) solely because another item of the same nature, design or colour has to be replaced and the original items cannot be matched;
- 1.26. Loss or damage resulting solely from flooding from whatever source or from a change in the water table level;
- 1.27. Death, bodily injury, disease, illness or injury to mental health;
- 1.28. Any Defect or damage to Your Home, which is the responsibility or a direct action of the Park Owner;
- 1.29. Any Defect or damage to Your Base and /or Defect or damage caused to Your Home as a result of a Defect or damage to the Base;
- 1.30. Any Defect or damage as a result of the Manufacturer, Park Owner or Home Owner not complying with the Code of Practice;
- 1.31. Cosmetic damage including but not limited to minor cracks, shrinkage cracks and creaking floors boards;
- 1.32. Any non-structural Defect after 12 months from the commencement of cover;
- 1.33. Any claim consequent upon negligence or nuisance of any person other than the Vendor, or their engineer, architect, surveyor, sub-contractor, employee or agent;

General conditions AND EXCLUSIONS continued

- 1.34. Professional fees, alternative accommodation, removal expenses, loss of enjoyment, inconvenience, distress or any other consequential loss of any kind or description whatsoever and howsoever arising;
- 1.35. Damage caused by, or deterioration to, axles, wheels and tyres and their associated parts;
- 1.36. Any Damage or Defect caused by or consequent upon the actions of rodents, vermin or insect infestation;
2. In carrying out any repair to or reinstatement of the Home, neither the Manufacturer nor the Park Owner shall be liable to do any more than is considered reasonable by the Insurer and/or its agent(s);
3. This agreement is made by the first Purchaser on behalf of themselves and their successors in title. The Manufacturer and the Vendor undertake that they shall not seek to deny liability under this agreement on the ground that it has not been assigned;
4. In the event of the Home being moved, this agreement shall cease to have effect unless the Home is moved in accordance with conditions as specified in the Mobile Homes Act 1983 and a replacement Certificate of Insurance shall have been issued by the Insurer in its absolute discretion, but, in all cases, only the Certificate, signed by the Insurer;
5. Any dispute under or arising out of any provision of this agreement should be referred to Assist Insurance Company Limited. Assist Insurance Company Limited subscribes to a formal complaints procedure and if You have followed this procedure and still remain dissatisfied with the Company's response, then You may address Your concerns to the Channel Islands Financial Ombudsman;
6. If any claim under this Warranty shall be in any respect fraudulent, or if any fraudulent means or devices are used by You, or anyone acting on its behalf, to obtain benefit under this Warranty, all benefit hereunder shall be forfeited;
7. In the event of any occurrence which may give rise to a claim under this Warranty, the Insurer and its agents shall, with the permission of the Warranty holder, be entitled to enter the Home in order to carryout rectification works or the complete or partial rebuilding of the Home. If the permission is unreasonably withheld by You, You shall be responsible for any additional costs caused by the delay in carrying out such works;
8. This Warranty will be voidable from inception in the event of misrepresentation, misdescription, error, omission or non-disclosure by the Warranty Holder with the intention to defraud;
9. The insurer is entitled and the Warranty Holder gives consent to the Insurer to control and settle any claim and to take proceedings at its own expense in the name of the Warranty Holder to secure compensation from any third party in respect of any loss or damage covered by the Warranty;

Complaint and dispute procedures

Our aim is to provide You with a high quality service at all times, although we do appreciate that there may be instances where You feel it is necessary to lodge a complaint.

If You do wish to complain, please note the three steps below, along with the relevant contact details for each step.

Step 1

In the first instance, please direct your complaint to:

Park Home Assist Insurance Services
Royal House
Queenswood,
Newport Pagnell Road West
Northampton NN4 7JJ

Tel No: 01604 946 791
Email: info@platinumseal.co.uk

Step 2

If You are unsatisfied with the subsequent response received from Park Home Assist Insurance Services please direct your complaint to:

Assist Insurance Company Limited
Level 5, Mill Court
La Charroterie
St Peter Port,
Guernsey
GY1 1EJ

Tel No: 01481 710 336

Step 3

Should You remain dissatisfied with the outcome of Your complaint from Assist Insurance Company Limited, Your legal rights are not affected, and you may wish to contact the Channel Islands Financial Ombudsman:-

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG

Email: enquires@ci-fo.org
Tel No: +44 (0)1481 722 218
www.ci-fo.org



PlatinumSeal

WARRANTY SCHEME

**Platinum Seal Warranty Scheme is Administered by
Park Home Assist Insurance Services
Royal House, Queenswood
Newport Pagnell Road West
Northampton NN4 7JJ**

Telephone: 01604 946 791

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Assist Insurance Company Limited is regulated under the
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