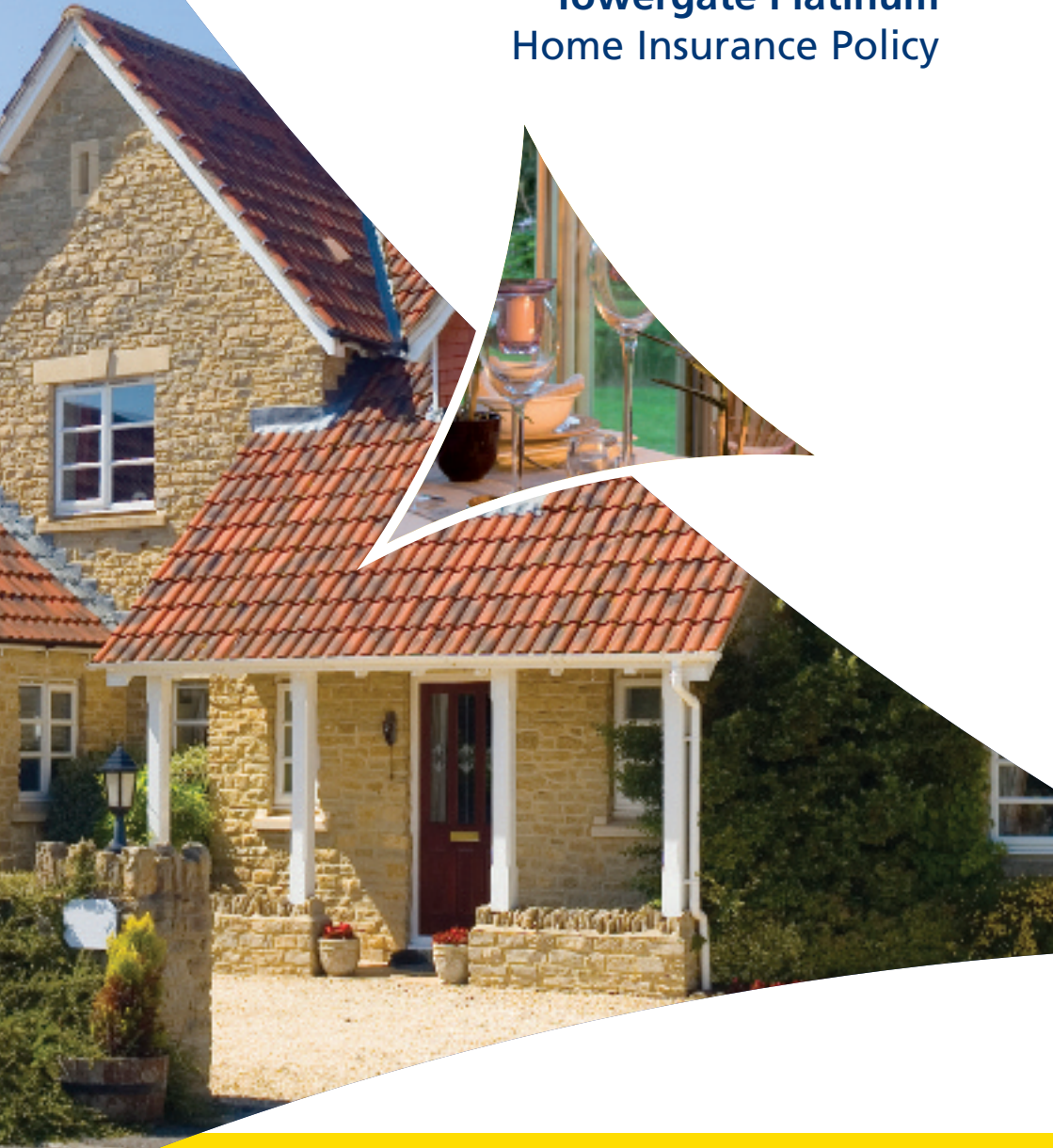




# Towergate Platinum Home Insurance Policy





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# Welcome to a Higher Level of Cover

Welcome to Towergate Platinum. As your home and its contents are probably your biggest investment it is vital that they are properly protected against the unexpected. Towergate Platinum has been designed to provide higher levels of cover, which are individually structured to your needs and offers the flexibility to easily adapt to your future requirements. By being flexible we can offer you:

## **Choice of Cover**

Towergate Platinum offers Standard or Accidental Damage cover for your Contents and/or Buildings.

## **Premium Discounts**

These include a No Claims Discount, Security Discount, Maturity Discount, a Combined Discount (if both Buildings and Contents are insured under the same policy) and a Sum Insured Discount.

## **A Choice of Payment**

You can pay your premium by cash, cheque or credit card.

## **Rating Structure**

Advanced rating structures leading to reduced premiums in low risk areas. This has advantages over 'bedroom rated' policies as we are able to finely tune the premium to suit your circumstances.

## **Our Prime Concern**

Our service to you is always our primary concern. We not only aim to offer an outstanding claims service but we believe that everything we do should set industry standards. If you find yourself in the unfortunate situation of making a claim our dedicated helpline staff are available 24 hours a day by simply calling:



## **Claims and Property Emergency Helpline**

**0800 023 2835**

Whether you are faced with the aftermath of a fire, a break in or a burst pipe our highly trained staff will help resolve and guide you through your situation quickly and efficiently. For claims which are not emergencies, please contact us during normal office hours on the following telephone number:

**01708 777710**

With the added benefit of Property Emergency Insurance our helpline staff can give you access to a dedicated team of Approved Contractors that will be able to help you with such items as boiler failures, blocked pipes and loss of house keys. Your policy document on pages 33-38 highlights this service and its cover in greater detail.

### **More than just Insurance**

Towergate Platinum gives you access to a wide range of services beyond those traditionally offered by a home insurance policy. By using the 24 hour Helpline you are able to access a wealth of additional services offering expert advice across a broad range of subjects. All of these additional services can be quickly and easily accessed by dialling:

### **Additional Services Helpline**

**0800 023 2835**

### **Concierge**

Whether you are looking for a particular hotel or restaurant, the perfect gift, a cash advance following loss or theft, or an interpreter to aid you with dealings overseas. Our dedicated Concierge team can help you with these and many other matters.

### **Legal and Tax advice**

Where do you go for the right advice? Tax and legal issues can be daunting as well as potentially expensive. The Towergate Platinum assistance helpline can help you with issues relating to inheritance tax, tax relief and allowances through to employment contract issues, property rights and personal legal advice.

### **Medical Information Line**

Our healthcare professionals can deliver guidance, support and advice relating to a variety of health care issues. Whether you are looking for information relating to sports injuries, nutritional assessment or even giving up smoking the team of specialists are on hand 24 hours a day 365 days of the year.

### **Counselling Helpline**

With direct access to trained counsellors 24 hours a day you will be able to discuss in privacy, matters relating to areas such as stress, bereavement and depression. The service offers the facility to arrange, at a convenient time to you, a weekly telephone session to discuss your counselling needs.

# Notice to Policyholders

Thank you for taking out your insurance through Towergate Underwriting Household.

This policy, schedule and any endorsements set out the contract between you, the Insured and a consortium of leading UK insurers as detailed in your policy schedule.

The contract is based on the Statement of Facts given verbally or the proposal form which you signed and any other information you gave us.

For this contract to be valid, all the information you have given us must be true and complete.

If any changes happen which may affect your policy, you must immediately tell either the intermediary who arranged the policy for you or us.

We will provide the insurance described in this policy during the Period of Insurance as detailed in the Schedule.

The policy, schedule and any endorsements are to be read as one document.

Please check them carefully to make sure that they give you the cover you want.

## **Cancellation Rights and Cooling Off Period**

- a) You have the right to cancel your policy during a period of 14 days after the later of the day cover commences or the day on which you receive your policy documentation. In such circumstances you will be entitled to a full refund of the premium paid provided you have not made a claim.

Where you cancel your policy outside the 14 day cooling off period you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy. To exercise your right to cancel, please contact Towergate Underwriting Household on 01708 777710.

- b) We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 14 days notice to your last known address. As long as you have not made a claim during the current period of insurance, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy.

## **Financial Services Compensation Scheme**

Towergate Underwriting Household and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Choice of Law**

The law of England and Wales will apply to this contract unless:

- 1) You and the Insurer agree otherwise; or
- 2) At the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

We have defined words or phrases used throughout this policy in the Definitions Sections. Please see pages 8-9, 27-28 and 37-38 for further details. To avoid repeating these definitions please note that where these words or phrases appear they have the precise meaning described unless otherwise stated. Words which use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.



Mark Hodges  
Chief Executive Officer  
Towergate Underwriting Household  
On behalf of the Insurers

# Definitions

## **Accidental Damage**

Damage caused suddenly by external means which is not expected and not deliberate.

## **Buildings**

Your home, its permanent fixtures and fittings, boundary and garden walls, gates, hedges, fences, paths, terraces, drives, patios, permanently-built swimming or ornamental pools, tennis courts, septic tanks and central-heating gas or oil tanks all forming part of the property and all contained within the boundaries of the home which are used for domestic purposes only.

## **Business Equipment**

Computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunications equipment and office furniture owned by you.

## **Contents**

Household goods, valuables, money up to £1,000 or £2,500 if kept in a safe approved by us, deeds and documents, personal possessions and radio and television aerials on or in the home which you or any member of your family own or are legally responsible for. Contents does not include animals, property which you or any member of your family own or use at any time for business, professional or trade purposes (other than the cover provided under paragraph 24 Business Equipment), any aircraft, boat, caravan, motor vehicle (but not motorised gardening equipment or pedestrian controlled models or toys) or trailer, and their accessories and Contents. The Contents of any outbuildings and/or garages will be limited to £2,500 in total value.

## **Credit Cards**

Bank, charge, cheque, credit, debit and cash dispenser cards.

## **Domestic Employees**

Any person you or any member of your family employ under a contract of service to work in or around your home.

## **Endorsements**

An agreed change in the terms of the policy, which will be shown on the Schedule.

## **Excess**

The first amount of each claim which you have to pay.

## **Family**

Provided they normally live with you, your husband, your wife or your partner, your children, your or your husband's, wife's or partner's parents and any other relatives.

## **Home**

The private house described in your Schedule and its garages and outbuildings you or any member of your family use only for domestic purposes.



### **Money**

Cash, current bank and currency notes, cheques, postal and money orders, bankers' drafts, premium bonds, savings stamps, savings certificates, unused current postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers, gift tokens, phone cards and trading stamps including television licence, gas, electricity and phone stamps. Money does not include lottery and raffle tickets, air miles vouchers and cards or promotional vouchers and cards.

### **Period of Insurance**

Any period of time for which we have accepted your premium.

### **Personal Possessions**

Valuables, laptops and portable computing equipment, sports equipment, pedal cycles up to £500, items of clothing, personal articles designed to be worn or carried on or about the person belonging to you whilst anywhere in the world, excluding motor vehicles and accessories (including keys and locks of any sort).

### **Proposal Form**

The application form you sign for this insurance and any other information you give to us or which is given to us on your behalf.

### **Schedule**

The document which describes you, the cover that applies, the Period of Insurance and any details of your policy.

### **Statement of Facts**

The document headed Statement of Facts representing a record of statements you have made and information you have given either verbally or in writing showing details of us, you, your home and your insurance requirements.

### **Unfurnished**

Not having enough furniture for normal living purposes.

### **United Kingdom**

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

### **Unoccupied**

Not lived in or intended to be lived in for more than 60 consecutive days.

### **Valuables**

Jewellery up to £12,500, watches, clocks, furs, articles made of precious metal, precious stones, cups and trophies, personal computers, cameras, video cameras and their equipment and accessories, binoculars and telescopes, pictures, works of art and collections of stamps, coins and medals.

### **We/Us/Our**

A consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule. Towergate Underwriting Household as administrators of the policy.

### **You/Your**

The person or persons actually named in the Schedule and any member of their family.

# Buildings Insurance

Your Schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim (this is increased to £125 whilst the risk address is let), except under paragraphs, 8, 12, 17 and 19. The Buildings are insured against loss or damage by the following causes:

## 1. Fire, Lightning, Explosion, Earthquake or Smoke

Excluding

- any gradually operating cause.

## 2. Escape of Water

Escape of water, oil or liquid petroleum gas from any fixed water or heating installation or from any domestic appliance.

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- any gradually operating cause.
- loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the home.
- subsidence, heave or landslip caused by water escaping from the home.

### 2a. Tracing and Accessing Leaks

In the event of damage to the Buildings caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the home, we will pay the reasonable costs, up to £5,000, for removing and replacing any other part of Buildings necessary to find and repair the source of the leak.

## 3. Theft or Attempted Theft

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.
- loss or damage occurring while the home is let or lent, wholly or in part, unless there is evidence of forcible and violent entry to or exit from the Building.

- loss or damage occurring while the home is shared, wholly or in part, with any person or persons who are not a member of your family unless there is evidence of forcible and violent entry to or exit from the Building.

#### **4. Storm or Flood**

Excluding

- loss or damage to gates, fences, hedges or tennis courts.
- loss or damage by frost, subsidence, ground heave or landslip.
- any gradually operating cause.

#### **5. Impact by**

- (a) any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft.
- (b) an animal, excluding damage caused by an animal or animals belonging to you or a member of your family.
- (c) falling trees or branches.
- (d) falling aerials, satellite dishes, their masts and fittings, excluding damage to aerials, satellite dishes, their masts or fittings.

#### **6. Riot, Strike, Civil Commotion, Labour or Political Disturbance**

Excluding

- loss or damage outside the United Kingdom.

#### **7. Malicious Acts or Vandalism**

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.

#### **8. Subsidence**

Subsidence, Ground Heave or Landslip of the site or any part of the site on which your Buildings stand.

Excluding

- the first £1,000 of each agreed claim, unless otherwise specified on your Schedule.
- loss or damage to greenhouses, tennis courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences, hedges unless the home is damaged by the same cause and at the same time.
- loss or damage caused by the foundations settling, shrinking or expanding.
- loss or damage caused by made-up ground settling or new structures bedding down.
- loss or damage caused by the coast or river bank being worn away.
- loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of your home are damaged by the same cause and at the same time.
- loss or damage caused by faulty design or inadequate foundations which do not meet buildings regulations current at the time of construction.

- loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.
- reduction in market value following repair.
- loss or damage which originated before this policy came into force.

In addition you are also insured for:

### **9. Glass, Mirrors, Ceramic Hobs and Sanitary Ware**

Accidental damage to glass, mirrors, ceramic hobs and sanitary ware fixed to and forming part of the home.

Excluding

- loss or damage caused by scratching.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by wear and tear or loss of value.

### **10. Cables and Underground Pipes**

Accidental Damage to cables, underground pipes, septic tanks and drains (including inspection covers) serving your home and for which you are responsible. (If you have a shared legal responsibility then we will pay for that part of the repairs for which you are legally responsible).

Excluding

- the cost of replacing undamaged items.

### **11. Plumbing Installation**

Damage to any part of the plumbing installation in your home caused by freezing.

Excluding

- damage which occurs to an installation which is directly exposed to the outside or is in an outbuilding.
- loss or damage due to rust, corrosion or wear and tear.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.

### **12. Rent and Alternative Accommodation**

If the home is made uninhabitable following a claim, which we have accepted, for loss or damage by a cause described in the Buildings Insurance Section of this policy, we will pay for the period necessary to restore the home to a habitable condition:

- the reasonable cost of comparable accommodation for you, your family and domestic pets;
- the rent lost;
- up to two years ground rent.

The most we will pay for any one event is 20% of the Buildings Sum Insured shown in your Schedule or £30,000, whichever is the greater plus £20,000 for emergency kennelling.

### **13. Cover During Sale**

If you enter a contract to sell your home the purchaser will have the benefit of this Buildings insurance up to the date of completion (provided the Buildings are not insured elsewhere).

Excluding

- loss or damage insured under any other policy.

#### **14. Demolition and Site Clearance**

Following a claim, which we have accepted, for loss or damage by a cause described in the Buildings Insurance Section of this policy, we will pay the cost of making the Buildings safe, removal of debris and clearing the site provided our prior agreement has been obtained.

Excluding

- the cost of removal or reduction of trees.

#### **15. Extra Expenses**

Following a claim, which we have accepted, for loss or damage by a cause described in the Buildings Insurance Section of this policy, we will pay:

- (a) any necessary fees for architects, surveyors and other professional fees;
- (b) additional costs arising from keeping to government, European Community or local authority requirements (unless you were given notice of the requirement before the damage).

Excluding

- the cost of preparing a claim or any costs incurred without our written consent.

#### **16. Emergency Entry**

Loss or damage to your home and garden caused when the fire, police or ambulance service has to force an entry into your home because of a medical emergency involving you or any member of your family.

The most we will pay for any loss or damage to your garden is £10,000.

Excluding

- loss or damage occurring while the home is let or lent.

#### **17. Garden Cover**

If your garden is damaged by:

- (a) fire, explosion, lightning, malicious persons, riot, theft or attempted theft;
- (b) collision by vehicles, animals or aircraft or anything dropped from them we will pay the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

#### **18. Replacement of Locks**

The cost of replacing and installing locks (including keys) for external doors, windows, intruder alarms and safes in your home if the keys are lost or stolen anywhere in the world.

The most we will pay for any one event is £2,500.

Excluding

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage occurring while the home is let or lent.

## 19. Your Liability as Owner of the Property

We will pay any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay:

- (a) as owner of your Buildings including their land; or
- (b) for faulty work carried out for you or by you on any home you used to own in the United Kingdom.

This only applies to compensation for:

- i) causing the accidental bodily injury, disease or death of any person;  
or
- ii) the accidental loss of or damage to property.

The most we will pay for any one event is £2,000,000 plus other costs and expenses which we have agreed to in writing.

Excluding

- (a) your legal responsibility for:
  - faulty work which happens more than seven years after the end of cancellation of this policy; or
  - if you have cover under a current or more recent policy.
- (b) your legal responsibility arising from:
  - you or any member of your family or any domestic employee dying or suffering from an injury or disease;
  - loss of or damage to property you or any member of your family own or are looking after;
  - any profession, business or employment involving you or any member of your family;
  - passing on any contagious disease or virus;
  - any contract or agreement unless you would have been liable anyway if that contract or agreement did not exist;
  - any deliberate act;
  - ownership or operation of watercraft, aircraft or mechanically propelled vehicles.

## 20. Accidental Damage

This cover only applies when Accidental Damage appears on the Schedule under the buildings insurance cover type.


We will pay for Accidental Damage to your Buildings.

Excluding

- any loss or damage specifically excluded under the buildings section or elsewhere in this policy.
- any loss or damage which happens while the home or any part of it is let, lent or shared with anyone who is not a member of your family.
- the cost of maintenance and normal redecoration.

Loss or damage caused by:

- wear and tear or loss of value;
- moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
- scratching or denting;
- mechanical or electrical fault, failure or breakdown;
- any deliberate act by you or any member of your family;
- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining or repairing;

- 
- animals owned by you or animals owned by a member of your family;
  - movement of the land belonging to your Buildings;
  - movement, settlement or shrinkage in any part of your Buildings;
  - demolition, structural changes or repair of your Buildings;
  - faulty workmanship, faulty design or using faulty materials.

## Basis of Claims Settlement Made Under the Buildings Insurance Section of this Policy

We have shown below how we settle your claims where loss or damage is insured under the Buildings Insurance Section of this policy.

If you suffer damage to any part of your Buildings, we will decide to either:

- pay the cost of repairing or rebuilding them; or
- repair or rebuild them.

We may deduct an amount for wear and tear if the Buildings are in a poor state of repair and we may proportionately reduce any payment we make if the Buildings Sum Insured is less than the full Rebuilding Cost.

If repair or rebuilding work is not carried out, we may pay an amount to cover the reduction in market value of your Buildings resulting from the covered damage. We will not pay more than the cost to us of repairing or rebuilding the Buildings.

### **Index Linked**

The Buildings Sum Insured will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

The Sum Insured will continue to be index linked following loss, destruction or damage by an Insured Peril during the period required for reinstatement or repair.



# Contents Insurance

Your schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim (this is increased to £125 whilst the risk address is let), except under paragraphs 11, 17, 23, 25, 26, 28, 29 and 30. The Contents are insured against loss or damage by the following causes:

## **1. Fire, Lightning, Explosion, Earthquake or Smoke**

Excluding

- any gradually operating cause.

## **2. Escape of Water**

Escape of water, oil or liquid petroleum gas from any fixed water or heating installation or from any domestic appliance.

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- any gradually operating cause.

## **3. Theft or Attempted Theft**

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.
- loss or damage occurring while the home is let or lent, wholly or in part, unless there is evidence of forcible and violent entry to or exit from the Building.
- loss or damage occurring while the home is shared, wholly or in part, with any person or persons who are not a member of your family unless there is evidence of forcible and violent entry to or exit from the Building.

## **4. Storm or Flood**

Excluding

- loss or damage caused by frost.



## **5. Impact by**

- (a) any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft.
- (b) an animal, excluding damage caused by an animal or animals belonging to you or a member of your family.
- (c) falling trees or branches.
- (d) falling aerials, satellite dishes, their masts and fittings.

## **6. Riot, Strike, Civil Commotion, Labour or Political Disturbance**

Excluding

- loss or damage outside the United Kingdom.

## **7. Malicious Acts or Vandalism**

Excluding

- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage caused by any guest or tenant, or by you or any member of your family.

## **8. Subsidence**

Subsidence, Ground Heave or Landslip of the site or any part of the site on which your Buildings stand.

Excluding

- loss or damage caused by the foundations settling, shrinking or expanding.
- loss or damage caused by made-up ground settling or new structures bedding down.
- loss or damage caused by the coast or river bank being worn away.
- loss or damage resulting from movement of solid floor slabs unless the foundations beneath the external walls of your home are damaged by the same cause and at the same time.
- loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.
- loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.

In addition you are also insured for:

## **9. Television, Video, Audio and Computer Equipment**

Accidental damage to television, video, radio, audio, satellite and personal computer equipment in your home and any receiving aerials, satellite dishes and their masts and fittings which are fixed to your Buildings.

Excluding

- loss or damage to records, discs, cassettes, tapes, diskettes or software.
- loss or damage arising from any process of cleaning, maintenance, adjustment, repair or taking apart.
- loss or damage caused by wear and tear or loss of value.
- loss or damage caused by electrical or mechanical breakdown.
- loss or damage caused by light, weather or atmospheric conditions or any other gradually operating cause.

- loss or damage caused by animals owned by you or animals owned by a member of your family.
- loss or damage to computers or computer equipment designed to be portable.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage occurring while the home is let or lent.

#### **10. Glass and Mirrors**

Accidental Damage in your home to glass in furniture, mirrors and ceramic tops to cookers which are not built-in.

Excluding

- loss or damage caused by scratching.
- loss or damage to glass in pictures and clocks.

#### **11. Food in Freezers and Refrigerators**

The cost of replacing frozen food in your freezer or refrigerator if it is damaged by:

- (a) a rise or fall in temperature; or
- (b) contamination by refrigerant.

The most we will pay for any one event is £1,000.

Excluding

- loss or damage caused by the electricity or gas company or its employees deliberately cutting off the supply. This includes industrial disputes.
- loss or damage if the cabinet is more than 15 years old.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage occurring while the home is let or lent.

#### **12. Money**

We cover loss, theft or damage to money you or any member of your family own while it is anywhere in the world.

The most we will pay for any one event is £1,000 or £2,500 if kept in a safe approved by us or a hotel safe when abroad.

Excluding

- loss or theft of money you do not report to the local police within 24 hours of discovering the loss or theft.
- theft by you or any member of your family.
- loss or damage caused by loss of value.
- loss or damage caused by your money being confiscated or held legally by officials or authorities.
- shortages caused by mistakes.
- loss or damage occurring while the home is let or lent.

#### **13. Credit Cards**

We cover financial loss because someone has fraudulently used a credit card belonging to you or any member of your family. This cover applies anywhere in the world.



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

Excluding

- loss or theft of any credit card you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or theft of any credit card you do not tell the credit card company about within 24 hours of discovering the loss or theft.
- loss or theft by you or any member of your family.
- financial loss if you have not kept to the conditions of the credit card.
- loss or damage caused by not using the credit card properly.
- loss or damage caused by your credit card being confiscated or held legally by officials or authorities.
- shortages caused by mistakes.
- loss or damage occurring while the home is let or lent.

#### **14. Contents in the Open**

Loss or damage by any cause listed in paragraphs 1-3 and 5-8 of this Contents Insurance Section of your policy to Contents you leave in the open within the boundary of your home and its land.

The most we will pay for any one event is £2,500

Excluding

- loss or damage to money.
- loss or damage by impact other than impact by a vehicle, train or animal.
- loss or damage while the home is unoccupied or unfurnished for more than 60 consecutive days.
- loss or damage to plants and trees.
- loss or damage to a pedal cycle which has not been secured with a suitable locking device to a permanent fixture.

#### **15. Loss of Oil or Metered Water**

We cover you, up to a maximum of £2,500 against loss of oil or metered water for which you are responsible for any fixed domestic water or heating installation or appliance following Accidental Damage to the fixed installation or appliance.

Excluding

- loss of oil or water caused by gradual leakage or vaporisation.
- loss or damage occurring after the buildings remain unoccupied or unfurnished for more than 60 consecutive days.

#### **16. Contents Temporarily Removed**

Loss, destruction or damage by any cause listed in paragraphs 1-8 of this Contents Insurance Section of your policy to contents temporarily removed from the Building while:

- (a) in any bank or safe deposit or any other occupied private residence or building where you or any member of your family is temporarily residing or employed or carrying on their business but remaining within the United Kingdom;
- (b) elsewhere in the United Kingdom (other than in a furniture depository).

Excluding

- any amount exceeding 20% of the Contents Sum Insured as shown in your Schedule.

- loss or damage by theft unless there is evidence of forcible and violent entry to or exit from a building.
- loss of money.
- loss or damage caused by Malicious Persons or Vandals.
- loss or damage caused by Storm or Flood to property not contained within a building.
- loss or damage while removed for sale or exhibition.
- if the Contents are otherwise insured.
- loss or damage occurring while the home is let or lent.

#### **16a. Student's Possessions**

We will pay for damage to Contents by any cause listed in paragraphs 1-8 of this Contents Insurance section of your policy (specified under standard cover) occurring while the Contents are in a Building within the United Kingdom where you or your family are living whilst attending university, college or boarding school.

The maximum amount we will pay in any Period of Insurance is £5,000.  
Excluding

- damage caused by theft unless it involves forcible and violent entry or exit from the Building in which the Contents are located.

#### **17. Rent and Alternative Accommodation**

If the home is made uninhabitable following a claim, which we have accepted, for loss or damage by a cause described in the Contents Insurance Section of this policy, we will pay for the period necessary to restore the home to a habitable condition the reasonable cost of comparable accommodation for you, your family and domestic pets.

The most we will pay for any one event is 20% of the Contents Sum Insured shown in your Schedule, plus £5,000 for emergency kennelling.

#### **18. Replacement of Locks**

The cost of replacing and installing locks (including keys) for external doors, windows, intruder alarms and safes in your home if the keys are lost or stolen anywhere in the world.

The most we will pay for any one event is £2,500.  
Excluding

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage occurring while the home is let or lent.

#### **19. Moving House**

Loss, destruction or damage to Contents during the process of removal and transit (other than sea or air transit) by professional removal contractors following your permanent change of address within the United Kingdom or whilst in transit to or from any bank, safe deposit or furniture depository caused by the insured perils of Fire, Lightning, Explosion, Earthquake, Smoke, Theft or attempted Theft only. You must tell us within 60 days that you have moved and we may ask you to pay an extra premium.



Excluding

- loss or damage you do not report to the carrier within 72 hours of delivery to your new home.
- loss or damage to property in storage.
- loss or damage to valuables and money.
- loss or damage occurring while the home is let or lent.

## **20. Deeds and Documents**

The cost of replacing deeds and documents if they are lost or damaged by any cause listed in paragraphs 1-8 of this Contents Insurance Section of your policy while in your home or in a safe deposit or strongroom.

The most we will pay for any one event is £2,500.

Excluding

- loss or damage to money.
- loss or damage occurring while the home is let or lent.

## **21. Christmas Presents**

We will increase the Contents Sum Insured shown in your Schedule by 10% during December to cover gifts and extra food and drink you buy for Christmas.

Excluding

- loss or damage occurring while the home is let or lent.

## **22. Wedding Gifts**

We will increase the Contents Sum Insured shown in your Schedule by 10% for one month before and one month after the wedding day of you or any member of your family to cover wedding gifts and the cost of extra items bought for the wedding.

Excluding

- loss or damage occurring while the home is let or lent.

## **23. Fatal Injury Benefit**

We will pay £10,000 if you or any member of your family are fatally injured in the Building by fire or thieves and this results in death within 12 months of the injury.

The most we will pay for any one event is £10,000.

If necessary, we will pay your legal personal representative.

Excluding

- loss or damage occurring while the home is let or lent.

## **24. Business Equipment**

We will cover business equipment against loss or damage by any cause listed in paragraphs 1-8 of this Contents Insurance Section of your policy whilst they are contained within the home.

The most we will pay for any one event is £7,500.

Excluding

- tools ordinarily used outside of your home.
- any vehicles, aircraft or watercraft to include hovercraft.
- any manufacturing or production type equipment.
- loss or damage occurring while the home is let or lent.

## **25. Newly Acquired Contents**

We will provide cover for loss, theft or damage to newly acquired contents for a period of 30 days from the date that you acquire that article provided you:

- notify us within 30 days of your acquisition;
- pay any additional premium due.

The newly acquired item will be insured up to 20% of the total contents sum insured. We reserve the right not to insure the newly acquired article after the 30th day.

## **26. Garden Cover**

If your garden is damaged by:

- (a) fire, explosion, lightning, malicious persons, riot, theft or attempted theft;
  - (b) collision by vehicles, animals or aircraft or anything dropped from them
- we will pay the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

## **27. Jury Service**

We will provide cover for expenses and loss of earnings arising from service as a juror for any period in excess of two weeks.

The most we will pay for any one event is up to £25 per day and the most we will pay in total is £1,500.

Excluding

- Cover for any person other than the Insured or their spouse/partner.
- Expenses that can be recovered from any other source.
- Any period of jury service which was notified to you prior to the inception of this insurance.
- Cover while the home is let or lent.

## **28. Your Liability as Occupier of the Property and Personal Liability**

Any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay:

- (a) as occupier of your Buildings including their land; or
- (b) as a private individual.

This only applies to compensation for:

- (i) causing the accidental bodily injury, disease or death of any person; or
- (ii) the accidental loss of or damage to property.

The most we will pay for any one event is £2,000,000 plus other costs and expenses which we have agreed to in writing.

Excluding

Your legal responsibility arising from:

- you or any member of your family or any Domestic Employee dying or suffering from an injury or disease;
- loss of or damage to property you or any member of your family own or are looking after;
- any profession, business or employment involving you or any member of your family;
- passing on any contagious disease or virus;

- any contract or agreement unless you would have been liable anyway if that contract or agreement did not exist;
- any deliberate act;
- loss or damage occurring while the home is let or lent;
- owning any land or Buildings;
- owning, possessing or using animals other than horses or domestic pets;
- hunting or racing of any kind except on foot;
- owning or caring for dangerous dogs as shown in the Dangerous Dogs Act 1991 and any amending laws;
- owning, possessing or using any of the following:
  - mechanically or electrically propelled vehicles (other than domestic garden equipment or pedal cycles);
  - caravans;
  - aircraft (other than pedestrian-controlled models and toys);
  - watercraft (other than windsurfers and pedestrian-controlled models or toys);
  - firearms (other than sporting guns being used for sporting purposes).

### 29. Liability to Domestic Employees

Any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay as compensation for causing the accidental bodily injury, disease or death of your Domestic Employee occurring in the course of their employment by you.

The most we will pay for any one event is £10,000,000 including costs and expenses which we have agreed to in writing.

Excluding

- your legal responsibility arising from passing on any contagious disease or virus.
- loss or damage occurring while the home is let or lent.

### 30. Liability as a Tenant

Any amount which you (or in the event of your death your legal personal representatives) or any member of your family legally have to pay as compensation under a tenancy agreement for:

- damage to your Buildings including its permanent fixtures and fittings and fixed items of decoration caused by the events listed in paragraphs 1-8 of the Buildings Insurance Section of your policy;
- Accidental Damage to the cables, underground pipes and drains (and their inspection covers) which serve your home;
- Accidental Damage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas;
- Accidental Damage to sanitary fixtures and ceramic hobs.

The most we will pay for any one event is 20% of the Contents Sum Insured shown in your Schedule.

Excluding

- anything shown as not insured under paragraphs 1-8 of the Buildings Insurance section of your policy.

- loss or damage when your home is unoccupied or unfurnished.
- loss or damage occurring while the home is let or lent.
- loss or damage to any property which you own.

### 31. Accidental Damage

This cover only applies when Accidental Damage appears on the Schedule under the Contents insurance cover type.

We will pay for Accidental Damage to your contents.

Excluding

- any loss or damage specifically excluded under the Contents Insurance Section of this policy.
- any loss or damage which happens while the home or any part of it is let, lent or shared with anyone who is not a member of your family.

Loss or damage caused by:

- wear and tear or loss of value;
  - moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
  - mechanical or electrical fault, failure or breakdown;
  - any deliberate act;
  - any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse;
  - animals owned by you or animals owned by a member of your family;
  - your goods being confiscated or held legally by officials or authorities.
- Loss or damage to clothing including furs, contact lenses, food, plants, trees and shrubs.

## Basis of Claims Settlement Made Under the Contents Insurance Section of this Policy

We have shown below how we settle your claims where loss or damage is insured under the Contents Insurance Section of this policy.

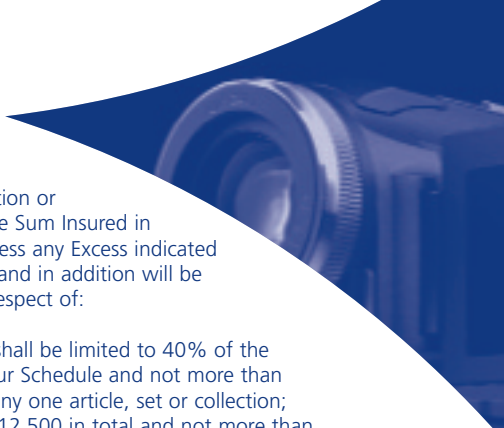
If you suffer loss or damage to any of your Contents, we will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new;
- make a cash payment for the lost or damaged item or items.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

We may proportionately reduce any payment we make if the Contents Sum Insured is less than the full replacement value of all of your Contents.





Our liability for any one claim for loss, destruction or damage under this Section shall not exceed the Sum Insured in respect of Contents specified in the Schedule less any Excess indicated in this Policy, the Schedule and Endorsements and in addition will be subject to the following special limitations in respect of:

- (a) Valuables (excluding jewellery) which shall be limited to 40% of the Contents Sum Insured as shown in your Schedule and not more than 5% of the Sum Insured in respect of any one article, set or collection;
- (b) Items of jewellery shall be limited to £12,500 in total and not more than 5% of the Contents Sum Insured in respect of any one article, set or collection;
- (c) Money – limited to £1,000 or £2,500 if kept in a safe approved by us or a hotel safe when abroad.

With regard to (a), (b) and (c) any items exceeding these limits would need to be specifically agreed and shown by Endorsement.

#### **Pairs, Sets and Suites**

We will pay for the cost of any undamaged items of Contents forming part of a pair, set, suite or other article of a uniform nature or design when insured damage occurs to a specific part or within a clearly identifiable area, replacements cannot be matched and repair cannot be carried out satisfactorily.

The maximum amount payable:

- (a) for Contents (other than valuables) is the Sum Insured shown on the Schedule;
- (b) for valuables is 5% of the Contents Sum Insured.

On request any undamaged part(s) of the pair, set or suite or other article must be surrendered to us.

#### **Index Linked**

The Contents Sum Insured will be adjusted monthly in line with the Retail Price Index (consumer durables section) or an appropriate alternative index. No additional premium will be required during the current Period of Insurance for these adjustments but the renewal premium will be calculated on the basis of the adjusted Sum Insured which will be shown in the renewal Schedule.

# Family Legal Costs Insurance

This insurance is administered by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance S.A.

In the event of a valid claim under this insurance, Arc will appoint Irwin Mitchell Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other legal adviser's fees unless court proceedings are issued.

The insurance covers Advisers' Costs up to the Limit of Indemnity where:

- (a) The Insured Incident takes place in the Insured Period and within the Territorial Limits
- and
- (b) The Proceedings take place in the Territorial Limits.

## **Section 1. The Insured is covered for Advisers' Costs to pursue:**

- A Contract claims against the person or organisation that sold, hired or leased the Insured defective goods or services for his private use. The contract must have been made after the Insured first purchased this insurance;
- B Personal injury/fatal accident claims against the person or organisation directly responsible;
- C An action against an employer or ex-employer for breach of the Insured's contract of employment. The breach of contract must have occurred at least 60 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began;
- D Claims arising from the purchase of the Insured's main residence. The purchase must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began;
- E Actions for nuisance or trespass against the person or organisation infringing the Insured's legal rights in relation to his main residence. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began;
- F A person or organisation that causes physical damage to the Insured's main

- residence. The damage must have been made after the Insured first purchased this insurance;
- G Claims under Sections 22 or 23 of the Data Protection Act 1984 and any amending legislation for compensation for financial loss.

**Section 2. The Insured is covered for Adviser's Costs to defend:**

- A Criminal prosecutions brought against the Insured arising from alleged road traffic offences. There is no cover for pleas in mitigation unless Arc believes that such a plea will have a significant effect on the sentence. There is no cover for prosecutions for dishonesty or intentional violence or where the act or omission giving rise to the prosecution was deliberate. There is no cover for alleged road traffic offences where the Insured did not hold or was disqualified from holding a licence to drive or is being prosecuted for driving whilst under the influence of drink or non-prescribed drugs;
- B Claims against the Insured arising from the sale of the Insured's main residence. The sale must have commenced at least 180 days after the Insured first purchased this insurance or purchased similar cover which expired immediately before this insurance began;
- C Contract claims brought by someone to whom the Insured has sold his private goods intended to be for the private and personal use of that person. The contract must have been made after the Insured first purchased this insurance;
- D The Insured is covered for accountancy fees if he is subjected to an Inland Revenue Enquiry into his personal tax position. This cover applies only if the Insured has:
1. Maintained proper, complete, truthful and up to date records;
  2. Made all returns at the due time without having to pay any penalty;
  3. Provided all information that the Inland Revenue reasonably requires.

**Definitions (specific to Family Legal Costs Insurance)**

(Certain other words are defined on pages 8, 9, 37 and 38 of this policy)

- 1 **Insured/You/Your** Any person who has paid the premium and been declared to Arc. Cover also applies to the Insured's spouse and children under 21 normally resident with the Insured. If the Insured dies his personal representatives will be covered to pursue or defend cases covered by this insurance on behalf of the Insured that arose prior to the Insured's death.
- 2 **Advisers' Costs** Reasonable legal or accountancy fees incurred by the Adviser up to the hourly rate shown in the Arc fee scale ruling at the time the Adviser is instructed and disbursements essential to the Insured's case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.
- 3 **Proceedings** The pursuit or defence of civil legal cases for damages or injunctions and the defence of prosecutions for road traffic offences.
- 4 **Limit of Indemnity** The sum of £50,000 which is the maximum payable in respect of an Insured Incident.
- 5 **Insured Incident** The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

- 6 **Territorial Limits** The United Kingdom, Channel Islands and the Isle of Man.
- 7 **Insured Period** One year from the date shown on the Insured's insurance schedule so long as the Towergate Underwriting Household policy is in force.
- 8 **Arc** Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Underwriters.
- 9 **Inland Revenue Enquiry** An enquiry under Section 9A of the Taxes Management Act 1970 into the Insured's personal income or gains.
- 10 **Adviser** Irwin Mitchell Solicitors or their agents appointed by Arc to act for the Insured.
- 11 **Computer** Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
- 12 **Underwriters** Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

### General Exclusions

1. There is no cover where:
  - The Insured Incident began to occur or had occurred before the Insured purchased this insurance;
  - The Insured should reasonably have realised when purchasing this insurance that a claim under this insurance might occur;
  - The Insured fails to give proper information to Arc or to the Adviser;
  - The Insured's act or omission prejudices the Insured's or the Underwriters' position in connection with the Proceedings;
  - Adviser's Costs have not been agreed in advance or are above those for which Arc has given its prior written approval.
  
2. There is no cover for any claim arising from:
  - Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off;
  - Computer software other than proprietary packaged software that has not been tailored to the Insured's requirements;
  - Works undertaken or to be undertaken by or under the order of any government or public or local authority;
  - Planning law;
  - The construction of or structural alteration to buildings;
  - Defamation or malicious falsehood;
  - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation;
  - The Equal Pay Act 1970 and amending legislation;
  - A lease or licence to occupy property or land;
  - Any venture for gain or business project of the Insured;
  - A dispute between persons insured under this policy;
  - Any consequence of any failure of the Computer (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise);
  - An application for Judicial Review.

3. There is no cover:
  - For Adviser's Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
  - For damages, interest, fines or costs awarded in criminal courts;
  - Where the Insured has other legal costs insurance cover;
  - For claims made by or against the Underwriters, Arc or Towergate;
  - For claims under Section 2D where:
    - Deliberate misstatements have been made to the authorities;
    - The Special Compliance Officer is investigating the Insured's affairs;
    - Accountancy fees relate to any business trade or profession of the Insured;
    - Income or gains have been under-declared because of false representations or statements by the Insured;
  - For appeals without the prior written consent of Arc;
  - For any claim under Section 1C where the breach of contract is alleged to have commenced or to have continued after termination of the Insured's employment;
  - For any claim under Section 1A and 2C arising from the sale, purchase, servicing or hire of a motor vehicle;
  - Prior to the issue of court proceedings, for the costs of any legal representative other than those of the Adviser unless expressly agreed by Arc. Such agreement is entirely at Arc's discretion.
4. Contracts (Rights of Third Parties) Act 1999

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 other than by virtue of this Act.

## **Conditions**

1. Cancellation

The Insured may cancel this insurance at any time by writing to and providing fourteen days written notice to Towergate Underwriting.

Towergate Underwriting or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to Towergate Underwriting. No refund of premium shall be made.
2. Claims
  - a) The Insured must notify claims as soon as reasonably possible within 180 days of the Insured Incident and complete the claim form. This must be returned promptly with all relevant information.
  - b) Arc may investigate the claim and take over and conduct the Proceedings in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc may reach a settlement of the Proceedings.
  - c) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required and the Insured wishes to nominate an Adviser to act for him he may do so. The Adviser must:-
    - i) Confirm in writing that he will enable the Insured to comply with his obligations under this insurance;

- ii) Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:
  - i) Provide a detailed view of the Insured's prospects of success including the prospects of enforcing any judgement obtained;
  - ii) Keep Arc fully advised of all developments and provide such information as Arc may require;
  - iii) Keep Arc regularly advised of Adviser's Costs incurred;
  - iv) Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for Adviser's Costs unless Arc agrees in its absolute discretion to allow the case to proceed;
  - v) Submit bills for taxation or certification by the appropriate body if requested by Arc;
  - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Adviser's Costs Arc may require the Insured to change Adviser.
- f) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
- g) The Insured shall supply all information requested by the Adviser and Arc.
- h) The Insured is liable for any Adviser's Costs if he withdraws from the Proceedings without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.

### 3. Disputes

Any dispute between the Insured and Arc shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 4. Reasonable Prospects

At any time Arc, on behalf of the Underwriters, may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account:

- a) The amount of money at stake;
- b) The fact that a reasonable person without legal costs insurance would not wish to pursue the matter;
- c) The prospects of being able to enforce a judgement;
- d) The fact that the Insured's interests could be better achieved in another way.

5. English Law  
This contract is governed by English Law.

6. Language  
The language for contractual terms and communication will be English.

### **To Make a Claim**

This insurance only covers legal fees incurred by Irwin Mitchell Solicitors or their agents appointed by Arc until court proceedings are issued. If court proceedings are issued, you may nominate another solicitor to act for you.

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line.

In general terms, you are required to immediately notify Arc of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice line for assistance.

### **Telephone Legal and Taxation Advice Line**

Use the 24 hour legal and taxation advisory service for telephone advice on any private legal problem or taxation issue of concern to you or any member of your household.

Specialist lawyers and tax experts are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the advice line will ask you to complete a claim form. If your problem is not covered under this insurance, the advice line may be able to offer you assistance under a private funding arrangement.

Simply telephone 0800 023 2835 and quote Towergate Platinum Family Legal Costs Insurance.

### **Data Protection Act**

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998

### **Customer Service**

Arc's aim is to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

If you, the Insured, are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if you are not satisfied with the delay you may refer your complaint

to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with us.

Our contact details are:

**Arc Legal Assistance Ltd,**

Lodge House, Lodge Lane, Langham, Colchester CO4 5NE  
Tel 0870 350 4400 Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

**Financial Ombudsman Service,**

South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Tel 0845 606 1234 Email consumerhelp@fsa.gov.uk

**Compensation**

Arc Legal Assistance Limited are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

**Authorisation**

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:

**Inter Partner Assistance,**

The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR  
Registered No: FC008998



# Property Emergency Insurance

This section of your policy is underwritten by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Inter Partner Assistance SA is authorised by the CBFA in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK. The FSA is an independent non-governmental body, given statutory powers by the Financial Services and Markets Act 2000. The address of the FSA is 25 The North Colonnade, Canary Wharf, London, E14 5HS. Information can be obtained either by phoning their Consumer Helpline 0845 606 1234 (local call rates) or by visiting the following website: [www.fsa.gov.uk](http://www.fsa.gov.uk).

Axa Assistance (UK) Ltd provides the services and benefits described in this policy during the period of insurance for which you have paid the premium.

## How to Make a Claim

To obtain emergency assistance contact the 24 hour Emergency Helpline on: **0800 023 2835**

You should have the following information available upon request:

- Your name and home postcode
- Your Policy Number
- An indication as to the nature of the problem

## Data Protection

Details of you, your insurance cover and claims will be held by us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## What is Covered

Emergency incidents that will be covered by this policy are:

- Plumbing problems related to leaking pipes, blocked drains or leaking radiators
- Blockages in toilet waste pipes
- Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather

- Broken or damaged windows and doors presenting a security risk to the property
- Gas or electricity failure within the property
- Central heating or boiler failure
- Hot water failure
- Vermin such as rats, mice, or wasps nests inside the property
- Loss of all keys required to access the home

### **Domestic Emergency**

If you suffer an emergency at your property you should tell us on the emergency telephone number as shown on the previous page. We will then:

- advise you how to protect yourself and the property immediately;
- organise and pay up to £300 including VAT, call out, labour, parts and materials to carry out an emergency repair, or if at a similar expense a permanent repair.

In the event of the property becoming uninhabitable and remaining so overnight, we shall at your request arrange and pay up to £100 including VAT in total for:

- your overnight accommodation and/or
- transport to such accommodation

### **What is Not Covered**

There are Conditions and Exclusions, shown overleaf, which limit your cover. Please read them carefully to ensure this policy meets your needs. We do not wish you to discover after an incident has occurred that it is not insured.

This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements your household insurance policies, providing benefits and services which are not normally available under such policies. We therefore recommend that you have a building insurance policy covering your property and a contents insurance policy covering your possessions.

### **Exclusions**

The following are excluded from the insurance:

- any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware;
- burst or leaking flexible hoses which can be isolated or leaking washing appliances;
- external water supply pipes;
- failure of the boiler or the heating occurring in the months May to August inclusive;
- failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months;
- boilers over 15 years old;
- replacement of light bulbs and fuses in plugs;
- loss of keys for outbuildings, garages and sheds;
- vermin outside the main dwelling e.g. in garages and other outbuildings;
- breakdown or loss of or damage to domestic appliances or saniflow toilets and other mechanical equipment;
- damage to boundary walls, hedges, fences or gates;

- (l) LPG fuelled, oil fired, warm air, solar or un-vented heating systems;
- (m) electricity supply to, or failure of burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.

We will not be liable for any of the following:

- (a) loss or damage arising from circumstances known to you prior to the start date of this insurance;
- (b) the cost of replacement parts due to natural wear and tear;
- (c) loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc;
- (d) loss or damage arising from disconnection or interruption of mains services by the deliberate act of the Utility Company concerned or any equipment or services which are the responsibility or property of the Utility Company;
- (e) any cost relating to the attempted repair by you or your own contractor;
- (f) any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards;
- (g) any emergency in a property that has been unoccupied for more than 60 consecutive days;
- (h) any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the property, faulty workmanship or the use of defective materials, or river or coastal erosion;
- (i) any loss or damage arising as a consequence of:
  - i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- (j) any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

### **Axa Assistance (UK) Ltd – A promise of service**

We wish to provide you with a high standard of service. Very occasionally we receive complaints which we investigate at once. Every effort is made to resolve them to your satisfaction.

### **Complaints Procedure**

If you have a complaint relating to the service you have experienced as a result of a claim, and you feel that the matter has not been resolved satisfactorily, please either write to The Quality Manager, AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR, email [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk) or contact us by telephone on 01737 852584. In the unlikely event that you are not satisfied with the response from Axa Assistance (UK) Ltd you can ask us for details of FOS, the Financial

Ombudsman Service. The existence of these procedures does not affect your right to take legal proceedings.

### **Financial Services Compensation Scheme (FSCS)**

Inter Partner Assistance is covered by the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either Axa Assistance (UK) Ltd or on [www.fscs.org.uk](http://www.fscs.org.uk)

### **Relevant Law**

This policy is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

This policy represents the entire agreement of the parties on the matters in question.

### **General Conditions**

No costs for repairs are payable under this insurance, unless we have been notified by you or a person calling on your behalf through the 24 hour claims service telephone number provided and have authorised an approved contractor in advance.

You must quote your policy number when calling for help. You must produce the relevant identification on the demand of the contractor or our other nominated agent.

If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than our fair share (rateable proportion) of any claim.

This insurance does not cover normal day to day maintenance at your property that you should do. Nor does it pay for replacing items that wear out over a period of time.

You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover, which may have been caused by the action of a third party against whom you have a legal right of action.


### **Cancellation Rights**

If this cover does not meet your requirements, please return all your documents within 14 days of receipt and providing no claims have been made we will refund your premium in full.

We may cancel this policy by giving you at least fourteen days notice at your last known address. If we cancel the policy, we will refund the premium paid for the remainder of the current period of insurance, unless a claim has been made. We reserve the right to refuse renewal of any individual policy.

### **Parts Availability**

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases we will not be able to avoid delays in repair.



There also may be occasions where parts are no longer available. In these situations we will ensure your property is safe and if required, the approved contractor will provide you with a quotation for a suitable repair.

### **Definitions**

The following definitions apply throughout this section:  
(Certain other words are defined on pages 8, 9, 27 and 28 of this policy)

### **Insured/You/Your**

The policyholder and/or any member of the policyholder's family normally living at the property.

### **Axa Assistance (UK) Ltd/We/Us/Our**

Axa Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

### **Period of Insurance**

From the commencement date (the date your application is accepted by us) for the period for which the premium has been paid.

### **Property**

Your principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

### **Emergency**

The result of a sudden and unforeseen incident at the property which immediately:

1. Exposes the insured or a third party to a risk to their health or;
2. Creates a risk of loss of or damage to the property and/or any of your belongings or;
3. Renders the property uninhabitable.

This definition shall include damage to or breakdown of the essential services to the property and /or permanent and irreplaceable loss of all keys required to gain access to the property, but not outbuildings.

### **Essential Services**

Mains drainage to the boundary of the property, water, electricity and gas within the property and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency.

### **Heating**

The gas fired central heating boiler from the appliance isolating cock, together with the pump, radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, pipework, hot water cylinder, feed and expansion tank and primary flueing.

The maximum permissible output of your private domestic gas fired boiler is 60Kw/hr.

### **Emergency Repairs**

Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair.

**Temporary Repair**

The repair that will resolve the emergency but may need to be replaced by a permanent repair.

**Permanent Repair**

Repairs and/or work required to put right the damage caused to the property by the emergency.

**Approved Contractor**

A tradesperson authorised in advance by Axa Assistance (UK) Ltd to carry out repairs.

## **Towergate Platinum Additional Services Helpline Advice on 0800 023 2835**

Towergate Platinum aims to take the traditional benefits of a home insurance policy and take them a step further.

By using the 24 hour Towergate Platinum Assistance Helpline, you are able to access a wealth of additional services offering expert advice across a broad range of subjects.

### **Concierge**

Whether you are looking for a particular hotel or restaurant, the perfect gift, a cash advance following loss or theft, or an interpreter to aid you with dealings overseas, our dedicated Concierge team can help you with these and many other matters.

### **Counselling Help Line**

With direct access to trained counsellors 24 hours a day you will be able to discuss in privacy, matters relating to areas such as stress, bereavement and depression. The service offers the facility to arrange, at a convenient time to you, a weekly telephone session to discuss your counselling needs.

### **Legal and Tax advice**

Where do you go for the right advice? Tax and legal issues can be daunting as well as potentially expensive.

The Towergate Platinum assistance helpline can help you with issues relating to inheritance tax, tax relief and allowances through to employment contract issues, property rights and personal legal advice.

### **Medical Information Line**

Our healthcare professionals can deliver guidance, support and advice relating to a variety of health care issues. Whether you are looking for information relating to sports injuries, nutritional assessment or even giving up smoking the team of specialists are on hand 24 hours a day 365 days of the year.



# Unspecified Personal Possessions Insurance

Your Schedule will show separately whether you are covered for unspecified items.

We do not cover the first £50 of each claim.

We cover loss, theft or damage to Personal Possessions you or any member of your family own while they are anywhere in the world.

The most we will pay for any one event will be the Unspecified items Sum Insured as shown in your Schedule.

The most we will pay for any one item, pair or set is £1,500 for unspecified items insured up to £5,000, except for pedal cycles where the limit is £500.

The most we will pay for any one item, pair or set is £3,000 for unspecified sums insured over £5,000, except for pedal cycles where the limit is £500.

The most we will pay for theft from a vehicle is £2,500.





## Excluding

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
  - wear and tear or loss of value;
  - moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
  - mechanical or electrical fault, failure or breakdown;
  - any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse;
  - your goods being confiscated or held legally by officials or authorities.
- loss, theft or damage to:
  - reeds, strings or skins of musical instruments;
  - sports equipment while in use for the purpose it is specifically designed;
  - sports equipment used for water sports and winter sports;
  - animals, trees, shrubs or tools;
  - furniture, household goods, food or property you or any member of your family own or use at any time for business, professional or trade purposes;
  - car audio equipment;
  - guns where the damage is caused by bursting or rusting;
  - articles of china or glass other than spectacles, watch faces or camera lenses;
  - goods for which duty has not been paid.
- loss, theft or damage caused by theft from an unattended motor vehicle unless:
  - (a) there is evidence that forcible and violent entry took place; and
  - (b) the personal possession was secured in a locked luggage boot, concealed luggage compartment or closed glove compartment.

# Unspecified Personal Possessions Insurance – continued

## Basis of Claims Settlement Made Under the Unspecified Personal Possessions Insurance Section of this Policy

We have shown below how we settle your claims where loss or damage is insured under the Unspecified Personal Possessions Insurance Section of this policy.

If you suffer loss or damage to any of your unspecified Personal Possessions, we will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for the loss or damage.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

We may take off an amount for wear and tear for items of clothing depending on the age and condition of the item or items.

This section is not index linked. You should frequently review your Sums Insured under this section.



# Specified Personal Possessions Insurance

Your Schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim. Any additional excess will be shown on your policy Schedule.

We cover loss, theft or damage to specified items shown in your Schedule you or any member of your family own while they are anywhere in the world.

The most we will pay for any one event is the value shown against it in your Schedule.

The most we will pay for theft from a vehicle is £2,500.

## **Newly Acquired Possessions**

We will provide cover for loss, theft or damage to newly acquired personal possessions, valued in excess of the Single Article Limit, for a period of 30 days from the date that you acquire that article provided you:

- have items insured under the unspecified or specified personal possessions sections of this policy;
- notify us within 30 days of your acquisition;
- pay any additional premium due.

The newly acquired personal possessions will be insured up to 50% of the total sum insured for all unspecified and specified personal possessions. We reserve the right not to insure the newly acquired article after the 30th day.

## **Excluding**

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
  - wear and tear or loss of value;
  - moth, vermin, parasite, woodworm, insect, wet or dry rot, fungus, frost, climatic and atmospheric conditions, light, rusting, corrosion, shrinkage or anything which happens gradually;
  - mechanical or electrical fault, failure or breakdown;

## Specified Personal Possessions Insurance – continued

- any process of dyeing, washing, cleaning, restoring, reproofing, adjusting, maintaining, repairing or misuse;
- your goods being confiscated or held legally by officials or authorities.
- loss of, theft of or damage to:
  - reeds, strings or skins of musical instruments;
  - sports equipment while in use for the purpose it is specifically designed;
  - guns where the damage is caused by bursting or rusting;
  - goods for which duty has not been paid.
- loss, theft or damage caused by theft from an unattended motor vehicle unless:
  - (a) there is evidence that forcible and violent entry took place; and
  - (b) the Personal Possession was secured in a locked luggage boot, concealed luggage compartment or closed glove compartment.

## Basis of Claims Settlement Made Under the Specified Personal Possessions Insurance Section of this Policy

We have shown below how we settle your claims where loss or damage is insured under the Specified Personal Possessions Insurance Section of this policy. If you suffer loss or damage to any of your specified Personal Possessions, we will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for the loss or damage.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

This section is not index linked. You should frequently review your Sums Insured under this section.

# Pedal Cycles Insurance



Your Schedule shows if you are covered under this section of the policy. We do not cover the first £50 of each claim.

We cover loss, theft or damage to pedal cycles shown in your Schedule while they are anywhere in the world.

The most we will pay for any one cycle is the value shown against it in your Schedule.

## **Excluding**

- loss or theft you do not report to the local police within 24 hours of discovering the loss or theft.
- loss or damage caused by:
  - wear and tear or loss of value;
  - rusting, corrosion or anything which happens gradually;
  - scratching or denting;
  - mechanical failure;
  - any process of washing, cleaning, restoring, adjusting, maintaining, repairing or misuse;
  - your goods being confiscated or held legally by officials or authorities.
- loss, theft or damage to:
  - pedal cycles while being used for racing, pace making or trials;
  - wheels, saddles and accessories unless the pedal cycle is lost, stolen or damaged at the same time.
- loss, theft or damage to an unattended pedal cycle which was not secured with a suitable locking device to a permanent fixture, or locked in a building at the time of loss.

## Pedal Cycles Insurance – continued

### Basis of Claims Settlement Made Under the Pedal Cycle Insurance Section of This Policy

We have shown below how we settle your claims where loss or damage is insured under the Pedal Cycles Insurance Section of this policy.

If you suffer loss or damage to any of your pedal cycles, we will decide to either:

- repair;
- pay the cost of repairing;
- replace as new;
- pay the cost of replacing as new; or
- make a cash payment for the loss or damage.

If we make a cash payment, this will not be more than the cost to us of replacing or repairing the lost or damaged item or items as new.

This section is not index linked. You should frequently review your Sums Insured under this section.

# How to Make a Claim Under This Policy

If you have an emergency in your home such as a burglary, fire or burst pipe, you should in the first instance contact Inter Partner Assistance on our 24 HOUR EMERGENCY HELPLINE on

**FREEPHONE 0800 023 2835.**

This will put you in touch with one of our emergency specialists who can arrange for an approved repairer to carry out emergency repairs.

For full details of our Property Emergency Insurance, please refer to page 33.

If your claim is not an emergency, check that the property and cause are covered by this policy. This booklet contains details of what is insured, what is excluded and how we settle claims. Please also remember that this policy should be read in conjunction with your up-to-date Schedule of insurance which details the cover provided by your policy. Once completed, **RING US ON 01708 777710 AS SOON AS POSSIBLE.** During the call, we will confirm whether the event is covered and give you advice on how your claim will be dealt with. In most cases, you will not need to complete a claim form.

You must at all times provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require, including competitive tradesman's estimates for repair or replacement of the lost, destroyed or damaged property.

We may decide to appoint a Loss Adjuster or other expert depending on the type of claim and the costs involved. They will deal with the claim and if the loss is covered by the policy have authority to agree settlement of your claim.

In the event of any circumstances likely to give rise to a claim you must tell the local police immediately if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons, vandals, riot, strike, civil commotion, labour or political disturbance, and keep a note of any reference number given to you.

# How to Make a Claim Under This Policy – continued

If someone is holding you responsible for damage to their property or for bodily injury to them you must:

- (a) advise us immediately;
- (b) send us any letters, documents, writ or summons or other legal documents which have been served on you or any member of your family, unanswered and without delay;
- (c) NOT engage in correspondence with the other person or their representatives but allow us to deal with the matter on your behalf.

## **Please Note**

This policy does not cover the cost of gradual deterioration – it is not a maintenance contract. It is a condition of this policy that you keep the property which is insured in good order and take all reasonable steps to avoid loss or damage.

Please remember you are responsible for paying any excess which applies to your claim.

To make sure we maintain a high quality service, we may monitor or record telephone calls.



# General Conditions


1. You must take all reasonable steps to protect the property insured, prevent damage or accidents and maintain the property insured in a sound condition.
2. If you or anyone acting for you makes a claim which is false or fraudulent in any way, the policy shall become void and all claims under it shall be forfeited.
3. In the event of any circumstances likely to give rise to a claim you must:
  - (a) tell us as soon as reasonably possible, but in any event within 14 days of the date the incident occurred;
  - (b) tell the local police immediately if loss or damage is caused by theft or attempted theft, accidental loss, malicious persons, vandals, riot, violent disorder, civil commotion, strike or labour disturbance, and keep a note of any reference number given to you;
  - (c) immediately send to us without acknowledging it, any writ, summons or any other communication which suggests that a claim will be made against you or a member of your family;
  - (d) take all reasonable steps to recover any property which has been lost;
  - (e) when asked, you must at all times provide without expense to us, all proofs, certificates, evidence, assistance or information which we may reasonably require (including written estimates and proof of ownership or value);
  - (f) not leave property for us to deal with unless you have our permission.
4. You must tell us in writing as soon as possible about any change which may affect this policy. If you do not tell us, we can declare the policy as not valid or reduce the cover we provide. The facts we need are those which we consider important in assessing or accepting your insurance. If you are in any doubt as to whether to tell us about any change, you should tell us anyway.
5. If you have any other insurance covering anything insured by this policy, we will pay only our share of any claim.
6. With regard to any claims, we can do the following:
  - (a) we can enforce your rights against another person, for our own benefit, before or after we have settled a claim;
  - (b) we can negotiate, defend or settle in your name any claim made against you;

## General Conditions – continued

- (c) we are entitled to the remains of any insured property for which we have paid a claim.
- 7. Cancellation Rights and Cooling Off Period
  - (a) You have the right to cancel your policy during a period of 14 days after the later of the day cover commences or the day on which you receive your policy documentation. In such circumstances you will be entitled to a full refund of the premium paid provided you have not made a claim.

Where you cancel your policy outside the 14 day cooling off period you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy. To exercise your right to cancel, please contact Towergate Underwriting Household on 01708 777710.

- (b) We (or any agent we appoint and who acts with our specific authority) may cancel this policy by sending 14 days notice to your last known address. As long as you have not made a claim during the current period of insurance, you will be entitled to a refund of the premium paid subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover and will include an additional charge to cover the administrative cost of providing the policy.
- 8. You must keep to all the terms of this policy. If you do not do this, it may make the contract invalid and you may not be able to make a claim.
- 9. You must not admit, deny, negotiate or settle any claim without written consent from us.
- 10. If there is any difference as to the amount to be paid, and liability having been admitted, the dispute will be referred to an arbitrator appointed jointly by you and us in accordance with the law at that time.
- 11. (a) if the Insured is domiciled in England or Wales this policy shall be construed according to and governed by the law of England and the parties hereto submit to the jurisdiction of the English Courts.
  - (b) if the Insured is domiciled in Scotland this policy shall be construed according to and governed by the law of Scotland and the parties hereto submit to the jurisdiction of the Scottish Courts.
  - (c) if the Insured is domiciled in Northern Ireland this policy shall be construed according to and governed by the law of Northern Ireland and the parties hereto submit to the jurisdiction of the Northern Ireland Courts.
- 12. This Policy does not cover loss, destruction or damage to property, consequential loss or legal liability directly or indirectly caused by, or contributed to, or arising from any computer hardware or software or other electrical equipment not being able to recognise or process any date as its true calendar date. Any subsequent loss, destruction or damage which is otherwise covered by the Policy is nevertheless insured.

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13. If this policy covers property at more than one address then it will apply as if a separate policy had been issued in respect of each location.
  14. The Contracts (Rights of Third Parties) Act 1999 is excluded from this insurance and the rights of any person company body or other party not named in the Schedule as the Policyholder or the Insured:
    - (a) to enforce a term of this insurance;  
and/or
    - (b) not to have this insurance rescinded varied modified added to or altered in any way whatsoever without their consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act") including any subsequent enactment's repealing or otherwise amending the Act are excluded from the insurance by this policy.
  15. The Company shall not be liable in respect of any claim arising out of or in connection with the Data Protection Act 1998 or similar legislation.

# General Exclusions

This insurance policy does not cover:

## 1 Radioactive Contamination

Any loss, damage or legal liability directly or indirectly caused by:

- (a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- (b) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

## 2 (a) War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

## (b) Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to:

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the and/or biological threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

This paragraph (b) applies only in respect of the Buildings, Contents and Personal Possessions sections of this policy.

- (c) Any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

## 3 Sonic Bangs

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.

## 4 Northern Ireland

Any loss, damage or legal liability directly or indirectly caused by riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting for political organisations.

**5 Territorial Limit**

Loss or damage arising from riot or civil commotion outside the United Kingdom.

**6 Confiscation**

Loss or damage caused by officials or authorities legally confiscating or holding your goods.

**7 Damage that Already Exists and Deliberate Damage**

- (a) any loss or damage which happened before the first Period of Insurance.
- (b) loss or damage you or any member of your family deliberately cause.

**8 Deception**

Any loss or damage caused by deception unless the only deception is gaining entry to your home.

**9 Wear and Tear**

Any loss or damage caused by wear and tear, loss of value or anything which happens gradually.

**10 Loss of Value and Consequential Loss**

- (a) reduction in value resulting from the lost or damaged property being repaired or replaced; and
- (b) any loss or damage which results indirectly from anything insured by this policy.

**11 Business Property and Legal Responsibility**

- (a) any property you own, hold in trust or use in connection with any business, profession or trade other than provided for under paragraph 24 of the Contents Insurance Section.
- (b) any legal responsibility arising directly or indirectly from any business, profession or trade.

**12 Pollution**

Any loss, damage or legal liability directly or indirectly caused by pollution or contamination of buildings, structures, water, land or the atmosphere.

**13 Policy Cover**

Any risk not specified in this policy.

**14 Malfunction or Defect**

Any loss or damage caused by a malfunction or defect of any part of the Building or Contents of the home.

# Complaints Procedure

If at any time you have a complaint about the services provided to you by Towergate Underwriting Household then you should contact:

The Managing Director  
Towergate Underwriting Household,  
Towergate House, St Edward's Court,  
London Road, Romford,  
Essex, RM7 9QD  
Tel: 01708 777710  
Fax: 01708 777711

All complaints received are taken seriously and will be handled promptly and fairly. If you make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what you need to do and how your complaint is progressing will be given to you. Your complaint will be recorded and your comments analysed to help improve the service offered. Complaints which AXA are required to resolve will be passed to them and you will be notified if this happens.

If at any time you have a complaint about the services provided by the insurer of all sections of the policy except the Family Legal Costs Insurance and Property Emergency Insurance sections then you should contact the Head of Customer Relations at AXA who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Relations  
AXA Insurance,  
Civic Drive,  
Ipswich, IP1 2AN  
Tel: 01473 205926  
Fax: 01473 205101  
Email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

If your complaint is about the service provided by the insurer of the Family Legal Costs Insurance section you should contact:

Arc Legal Assistance Limited  
Lodge House, Lodge Lane  
Langham  
Colchester CO4 5NE  
Tel: 0870-350-4400  
Email: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

If your complaint is about the service provided by the insurer of the Property Emergency Insurance section you should contact:



AXA Assistance(UK) Ltd  
The Quadrangle  
106-118 Station Road  
Redhill, Surrey. RH12 1PR  
Tel: 01737-852584  
E-mail:homeemergencycomplaints@axa-assistance. co.uk

If you remain unhappy with the outcome of your complaint you may be eligible to refer your complaint to:

The Financial Ombudsman Service (FOS),  
South Quay Plaza,  
183 Marsh Wall,  
London, E14 9SR  
Tel: 0800 023 4567 (free from landlines) or  
Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Whilst Towergate Underwriting Household and your insurers are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on your service provider.

**Towergate Underwriting and Towergate Underwriting Household**

are trading names of Towergate Underwriting Group Limited  
Towergate House, St Edward's Court, London Road, Romford, Essex RM7 9QD  
Tel: **01708 777710** Fax: **01708 777711**

Email: [household@towergate.co.uk](mailto:household@towergate.co.uk) [www.towergate.co.uk/household](http://www.towergate.co.uk/household)

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