



Introduction

Welcome to Your Towergate Foundation policy.

This policy of insurance is issued in accordance with the authorisation granted to Towergate Underwriting Household by the insurer(s) detailed in **Your** policy **Schedule**.

We will pay for any loss, damage, injury, costs or liability described in this policy arising from events happening during any **Period of Insurance** for which **You** have paid and **We** have accepted the premium. The application and declaration signed by **You** or the statement of fact are incorporated into this insurance contract. This policy should be read together with the **Schedule** and any **Endorsements**. The **Schedule** and any **Endorsements** are all part of the policy. **Your** policy is evidence of the contract of insurance.

Towergate Underwriting Household

Towergate House St Edward's Court London Road Romford Essex RM7 9QD

www.towergate.com

Clive Nathan

Chief Executive Officer

Towergate Underwriting

On behalf of Insurers



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How to use your policy

This is **Your** new policy containing details of the cover **You** have purchased.

We have made every effort to make the policy details as clear as possible. Please read **Your** policy carefully and if **You** have any queries **We** will be pleased to help **You**. **We** aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the policy. If, however, there is any dispute which cannot be resolved, You are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see Complaints Procedure for details.

What Cover is Included?

The policy is divided into a number of Sections, each Section tells **You** what **We** will or will not pay for. To find which Sections are in force **You** should check **Your Schedule** which is enclosed with the policy.

Your Schedule also tells You how much You are insured for.

How much to Insure For?

Although it is up to **You** to decide on the amounts to be insured (the sum insured) it is essential that **You** make sure that these amount(s) represents the full value of the property concerned.

For **Buildings**, this means the full cost of rebuilding **Your Home** and replacing its permanent fixtures and fittings, (or soon to be fitted fixtures and fittings if they are **Your** property), including any outbuildings (as defined by current Royal Institution of Chartered Surveyors figures).

An amount must also be included for any additional charges which will be incurred in rebuilding such as demolition costs, architects and surveyors fees and complying with the requirements of local authorities.

For **Contents** and **Valuables** & **Personal Effects**, this means the full cost of replacing all of **Your Contents** and **Valuables** & **Personal Effects** as new, less an amount for wear, tear and loss of value on clothing and household linen.

Remember, if You underinsure any claims payment may be reduced.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Changing your details

You must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim



rejected or not fully paid.

The changes that **You** should tell **Us** about are:

- If **You** change **Your** insured address
- If **You** change **Your** name
- If **You** change **Your** occupation(s), or the trade in which **You** work
- If the property is used for business and the type of business use
- If the property is no longer **Your** main residence
- If the property is let or sublet
- If there are paying guests or lodgers
- If the number of consecutive days that the property is **Unoccupied** increases
- If the property becomes permanently **Unoccupied** (ie not lived in, or intended to be lived in or
 insufficiently furnished for normal living purposes)
- If **You** are convicted of a criminal offence (other than motoring offences)
- If **You** become bankrupt
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings** Insurance with **Us**)
- If the Contents or Valuables & Personal Effects sum insured changes (if You have these Sections insured with Us)
- If there are any renovations or building works being carried out, or due to commence, at Your

 Home
- If the type of locks or alarm should change, or if You no longer have an alarm maintenance contract in force
- If the property is no longer self contained or does not have its own lockable entrance
- If the property is not in a good state of repair
- If the property is showing signs of potential Subsidence, Landslip or Heave damage, ie cracking
- If You have any other insurance policy refused, declined, cancelled or voided.

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made.

In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in "General Conditions Applying to Sections 1-5. 3. Cancellation."

Policy Limitations

These are shown in the right hand column under each Section entitled "**We** will not pay for"; under 'Settlement of Claims' in 'Section 1 - Buildings', 'Section 2 - Contents' and 'Section 5 - Valuables & Personal Effects; and, in 'General Exclusions Applying to Sections 1-5' and 'General Conditions Applying to Sections 1-5' and also under the 'General Exclusions to Section 5 - **Valuables** & **Personal Effects**'. Please see Section 6 for limitations that apply to this Section.



Your Cancellation Rights

You have the right to cancel **Your** policy at any time. If **You** do so within the first 14 days after receiving **Your** policy documentation **You** may be entitled to a refund.

To exercise **Your** right to cancel **Your** policy, please contact Towergate Underwriting Household, Towergate House, St Edwards Court, London Road, Romford, Essex, RM7 9QD.

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force for the term of the policy and **You** will be required to pay the premium as stated.

See the 'General Conditions Applying to Sections 1-5' for the full cancellation details.

Governing Law

You and **We** can choose the law which applies to this policy. **We** propose that English Law applies. Unless **We** and **You** agree otherwise English Law will apply.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.



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 Complaints Officer
Towergate Underwriting Household
Towergate House
St Edward's Court
London Road
Romford,
Essex
RM7 9QD

Tel: 01708 777710

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 Allianz 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 Protection Section, then **You** should contact:

Customer Satisfaction Manager Allianz Insurance plc 2530 The Quadrant Aztec West Almondsbury Bristol BS32 4AW

Tel: 0330 102 1781 Fax: 01483 529717

Email: allianzretailcomplaints@allianz.co.uk

If Your complaint is about the service provided by the insurer of the Family Legal Protection Sections You should refer to the paragraph entitled "Customer Service" in "Section 6 - Family Legal Protections" of this policy.



If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS) Exchange Tower Harbour Exchange Square 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 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.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider **Your** complaint if **You** have given Towergate Underwriting Household or **Your** insurer the opportunity to resolve it.

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.



What You must do when making Your claim under Sections 1-5

Please first read this policy and **Your Schedule** to check that **You** are covered and then refer to and follow the claims procedure detailed below.

In the event of loss of or damage to the property or any accident or incident likely to result in a claim, **You** should advise **Towergate Underwriting Household on 01708 777710** or email householdclaims@towergate.co.uk as soon as **You** are aware, giving **Us** as much information as possible. Towergate Underwriting Household will verify **Your** cover and deal with **Your** claim as quickly as possible.

If You need to ask any questions during Your claim, please contact Towergate Underwriting Household.

You must also report to the police any theft, malicious damage, vandalism or loss of property. **You** must take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

In the event of any accident or incident likely to result in a legal liability claim **You** must send Towergate Underwriting Household any letter, writ, summons, or other legal document issued against **You** or **Your Family** without answering it. **You** must not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Towergate Underwriting Household may require **You** to provide original documentation to support **Your** claim eg: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, prepurchase surveys or plans and deeds of **Your** property.

To help assist in dealing with **Your** claims Towergate Underwriting Household may require **You** to obtain estimates for the replacement or repair of damaged property.

Conduct of Claims

a. Our Rights

In the event of a claim **We** may:

- enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to Us.
- ii. take over and control any proceedings in Your name for Our benefit to recover compensation from any source or defend proceedings against You.

b. Recovery of Lost or Stolen property

If any lost or stolen property is recovered **You** must let **Us** know as soon as possible by recorded delivery. If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.



Important information about Your policy

Your policy is designed to insure **Your** property against loss or damage. It does not cover the maintenance of **Your Home**. This means that **We** will not cover the cost of wear and tear or maintenance costs such as defective rendering, re-pointing chimneys or general roof maintenance.

We also do not cover damage that happens over time such as damp, rot or damage from vermin.

You should keep **Your** property in good repair, and take reasonable steps to avoid loss or damage.

Section 6 - Family Legal Protection

This service is provided by Arc Legal Assistance Limited and underwritten by Inter Partner Assistance S.A.

You can use this service by telephoning 0800 023 2797.



Definitions

The words defined below will have the same meaning wherever they appear throughout Sections 1-5 and will be highlighted by the use of bold print and start with a capital letter. The definitions for Family Legal Protection are stated within Sections 6.

Accidental Damage

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

Buildings

The **Home** and its permanent fixtures and fittings (or soon to be fitted fixtures and fittings if they are **Your** property), fixed solar panels, fixed wind turbines and ground source heating pumps, swimming pools, fixed hot tubs, paths, drives, patios, terraces, ornamental ponds or fountains, tennis courts, central heating fuel tanks, cesspits, septic tanks, walls, hedges, gates, and fences all within the boundaries of the **Land**.

Children

Your unmarried, dependent **Children** (including stepchildren and legally adopted **Children**) who are permanently living with **You**.

Clauses or Endorsements

Anything We change or add to the terms of the policy, which will be shown on the Schedule.

Computer/Computers

Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not **Your** property, whilst under **Your** custody or control.

Contents

Household goods, **Personal Effects** and personal property, **Money**, **Valuables** and visitors **Personal Effects**, all belonging to or the responsibility of **You** or **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land**.

The term **Contents** does not include:- any permanent fixtures and fittings, property or **Money** held for professional or business purposes, securities and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines, mobility scooters and electric wheelchairs), motorcycles, caravans, trailers, trailer tents and their parts and accessories.

Domestic Employees

Any person **You** or **Your Family** employ under a contract of service or apprenticeship in connection with **Your Home** or private household.



Excess

The first amount of each claim which **You** must pay. A separate **Excess** applies to each property shown on **Your Schedule**.

Heave

The upward movement of the site on which **Your Buildings** are situated, caused by the soil expanding.

Home

The private dwelling and its domestic outbuildings and garages (but not a caravan or mobile **Home**) at the address shown in the **Schedule**.

Land

The land belonging to the **Home**, as stated in the deeds.

Landslip

Sudden movement of soil on a slope, or gradual creep of a slope over a period of time.

Money

Current coin or bank notes (which do not form part of a collection), cheques, travellers cheques, postal or money orders, Premium Bonds and National savings stamps and certificates, sports seasons tickets, travel tickets and phone cards, luncheon vouchers, current postage stamps (face value only) and gift vouchers or tokens. The term **Money** does not include lottery and raffle tickets, air miles vouchers and cards or promotional vouchers and cards.

Office Equipment

Computers, keyboards, visual display units and printers, word-processing equipment, desktop publishing units, facsimile machines, photocopiers, typewriters, computer-aided design equipment and telecommunication equipment other than mobile phones.

Period of Insurance

The period of time the insurance is provided for under this policy as stated in the **Schedule**.

Personal Effects

Valuables, sports equipment, items of clothing and personal property which is designed to be worn or carried on or about the person, not including contact or corneal lenses.

Policyholder

The person(s) named as the **Policyholder** on the **Schedule**.

Schedule

The **Schedule** forms part of **Your** insurance contract. It shows **Your** details and details of the property insured, the **Period of Insurance**, the Sections of the policy which apply, and any applicable **Clauses or Endorsements**.



Settlement

The natural movement of new properties or structures in the 10 years after they are built.

Storm

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet.

Subsidence

Downward movement of the ground beneath **Your Buildings** other than by **Settlement**.

United Kingdom

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

Unoccupied

a) Insufficiently furnished for normal occupation, or

b) Furnished for normal occupation but has not been lived in for more than 60 consecutive days.

Valuables

Jewellery, gold, silver, precious metals, gemstones, clocks and watches, coin, medal and stamp collections, works of art, furs.

We/Us/Our

The Insurer(s) detailed on the policy **Schedule**.

You/Your

The person(s) named on Your Schedule.

Your Family

Your domestic partner, **Children** (including adopted and foster **Children**), parents and other relatives who normally live with **You** permanently.



Index Linking

Please refer to **Your** policy **Schedule** to check whether index linking applies to **Your** sums insured.

If index linking does apply, the sums insured for items specified on **Your Schedule** under Section 2 - **Contents** and Section 5 - **Valuables & Personal Effects** will be adjusted monthly in line with the Retail Price Index (Consumer Durables section). Should this index not be available, another appropriate index will be used.

No charge will be made for this during each year but anniversary premiums will be calculated on the adjusted sums Insured.

Index linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.



Section 1 - Buildings

Your Schedule will tell You if this Section is in force.

What is covered

A. The Standard Cover

Loss of or damage to **Buildings** caused by:

- 1. Fire, explosion, lightning, earthquake.
- 2. Smoke.
- Riot, civil commotion, labour or political disturbances.
- 4. Malicious persons or vandals.
- 5. **Storm**, flood or weight of snow.

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

What is not covered

The amount of any **Excess** shown in **Your Schedule**

A.

- 2. Damage that happens gradually.
- 4. Loss or damage caused:
 - a. by persons lawfully in the **Home**;
 - b. whilst the **Home** is **Unoccupied**.
- 5. Loss or damage:
 - a. caused by freezing; Subsidence, Heave or Landslip;
 - b. to swimming pools and hot tubs;
 - c. to hedges, gates and fences;
 - d. to radio and television aerials or satellite dishes;
 - e. that does not arise from an identifiable event which directly and immediately causes the loss or damage.
- 6. Loss or damage:
 - a. caused whilst the **Home** is **Unoccupied**;
 - b. to the installation or appliance itself;
 - c. that happens gradually over a period



What is covered

7. Theft or attempted theft.

- Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- Falling trees or branches, lamp posts, telegraph poles, electricity pylons or overhead cables.
- Falling receiving aerials (including satellite dishes) and their fittings or masts.
- Subsidence or Heave of the site on which the Buildings stand, or Landslip.

What is not covered

of time.

- d. caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on, unless **You** have chosen **Accidental Damage** cover under Section 1 – **Buildings**;
- e. caused by the failure or lack of grout and/or sealant.
- 7. Loss or damage:
 - a. caused by You or Your Family, or by a tenant or any person lawfully in the Home:
 - b. occurring whilst the **Home** is **Unoccupied**.

Theft of solar panels or wind turbines unless they are securely locked in a non-accessible position.

- 8. Loss or damage caused by domestic pets
- The cost of removing all or part of a fallen tree unless it has also damage **Your Buildings**.

Loss or damage:

- a. to hedges, gates and fences;
- b. caused by felling or lopping of trees.
- 10. Loss or damage to the receiving aerial, satellite dish, fitting or mast itself.
- 11. Loss or damage:
 - a. resulting from the foundations settling, shrinking or expanding;
 - b. resulting from the coast or river bank



What is covered

B. Damage to Plumbing Installations by Freezing

Damage to interior fixed domestic heating or water installations caused by freezing.

C. Breakage of Fixed Glass and Sanitary Fittings

Accidental breakage of fixed glass and mirrors, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.

What is not covered

being worn away;

- c. resulting from faulty workmanship or the use of faulty materials;
- d. resulting from demolition, alteration or repair to the **Buildings**;
- e. from the bedding down of new structures or **Settlement** of madeup ground;
- f. resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time;
- g. to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.

Loss of market value of the **Home**.

B.

Loss or damage:

- a. caused whilst the **Home** is **Unoccupied**;
- b. caused by rust, corrosion or wear and tear:
- c. caused by faulty workmanship;
- d. to plumbing that is outside or in a shed or greenhouse.

C.

Breakage caused while the **Home** is **Unoccupied**.



What is covered

D. Damage to Cables and Underground Services

Accidental Damage to cables, underground services and septic tanks for which **You** are legally responsible.

Up to £1,000 for breaking into and repairing an underground pipe for which **You** are legally responsible and which services **Your Home** where it is essential to clear a blockage.

E. Additional Costs

The additional costs of:

- complying with government, European Community or local authority requirements;
- b. architects, surveyors and other professional fees;
- c. clearing debris, demolition, shoring or propping up where necessary as a result of loss or damage insured by this Section.

F. Temporary Accommodation and Loss of Rent

Up to £50,000 for:

- a. the costs of temporary accommodation for You, Your Family and Your domestic pets;
- b. loss of rent payable to **You**;
- up to 2 years loss of ground rent payable by **You**;

during the period necessary to restore **Your Home** to a habitable condition, as a result of loss or damage insured by Section 1A – The Standard Cover.

G. Moving Home

If **You** are selling the **Home** the purchaser will have the benefit of this Section during the

What is not covered

D.

Loss or damage caused:

- a. by **You** or **Your Family** whilst clearing, or attempting to clear a blockage;
- b. caused by faulty workmanship, faulty materials or faulty design.

Natural failure and wear and tear of drains.

E.

Costs of complying with requirements **You** were notified of before the loss or damage occurred.

Fees charged for preparing any claim under this policy.

F.

More than £500 for emergency kennelling.



What is covered

period between exchange of contracts and completion provided that the **Home** is not insured under another policy.

H. 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 costs, up to £5,000 for removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak.

I. Emergency Access

Damage to **Your Home** and garden caused by the emergency services gaining access in the course of their duty to safeguard life or property.

J. Garden Cover

Up to £1,000 for the cost of re-landscaping **Your** garden following loss or damage covered under Section 1A – The Standard Cover.

K. Replacement of Locks

The replacement of external door locks, key operated window locks, intruder alarm locks and safe locks in the **Home**, if the keys are lost or stolen anywhere in the world.

Accidental Damage Option

Your Schedule will tell **You** if this optional cover is in force.

Accidental Damage
 Accidental Damage or loss to the Buildings.

What is not covered

Any amount exceeding £1,000 for damage to **Your** garden.

J. Any amount exceeding £250 for any one tree, shrub or plant.

K.
 If the policy covers both Section 1 –
 Buildings and Section 2 – Contents,
 You can only claim under one Section for
 Your replacement locks.

L. Accidental Damage or loss which is



What is covered

What is not covered

specifically excluded elsewhere in Section

1 - Buildings.

The cost of maintenance.

Accidental Damage or loss caused:

- a. whilst the **Home** is lent, let, sub-let or **Unoccupied**;
- b. by **Settlement** or shrinkage of the **Buildings**;
- by wear and tear, loss of value, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or weather conditions, the effect of light or anything else which happens gradually;
- d. by freezing;
- e. by faulty workmanship or design or the use of faulty materials;
- f. by mechanical or electrical breakdown or failure;
- g. by renovations, alterations, extensions or repairs to the **Buildings**.



Settlement of Claims Under Section 1- Buildings

Provided that at the time of loss or damage the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a. the cost of repair; or
- b. the cost of replacement.

We will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

If the **Buildings** are not in good repair, **We** will at **Our** option pay:

- a. the cost of repair or replacement less a deduction for wear and tear and loss of value; or
- b. for the reduction in market value caused by the loss or damage.

The total amount payable under paragraphs \mathbf{A} - \mathbf{E} , \mathbf{G} , \mathbf{I} , \mathbf{K} and \mathbf{L} will not exceed the sum insured. The sum insured will not be reduced by the amount of any claim.

The replacement cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the additional costs described in paragraph E of this Section.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item just because it forms part of a set, suite, or one of a number of items of similar nature, colour or design.



Section 2 - Contents

Your Schedule will tell You if this Section is in force.

What is covered

A. The Standard Cover

Loss of or damage to **Contents** whilst contained within the **Home** caused by:

- 1. Fire, explosion, lightning, earthquake.
- 2. Smoke.
- Riot, civil commotion, labour or political disturbances.
- 4. Malicious persons or vandals.
- 5. **Storm**, flood or weight of snow.

 Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.

What is not covered

The amount of any **Excess** shown in **Your Schedule**

A.

- 2. Damage that happens gradually.
- 4. Loss or damage caused:
 - a. by persons lawfully in the **Home**;
 - b. whilst the **Home** is **Unoccupied**.
- 5. Loss or damage:
 - a. caused by freezing;
 - b. to property in the open;
 - that does not arise from one identifiable event which directly and immediately causes the loss or damage.
- 6. Loss or damage:
 - a. caused whilst the **Home** is

Unoccupied;

- b. to the installation or appliance itself;
- c. that happens gradually over a period of time:
- d. caused by water overflowing from



What is covered

Theft or attempted theft.

- Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- Falling trees or branches, lamp posts, telegraph poles, electricity pylons or overhead cables

What is not covered

wash basins, sinks, bidets, showers and baths as a result of taps being left on, unless **You** have chosen **Accidental Damage** cover under Section 2 – **Contents**; caused by the failure or lack of grout and/or sealant.

- 7. Loss or damage:
 - a. caused by You or Your Family or any tenant or person lawfully in the Home;
 - occurring whilst the **Home** is **Unoccupied**;
 - c. occurring whilst the **Home** or any part is lent, let or sub-let unless force and violence is used to gain entry or exit to/from the **Home**;
 - d. to pedal cycles unless in the **Home** or securely locked to an immovable object.

Loss by deception unless deception is only used to gain entry to the **Home**.

Any amount exceeding £2,500 from outbuildings (other than garages).

Loss of **Money** unless force and violence is used to gain entry or exit to/from the **Home**.

- 8. Loss or damage caused by domestic pets.
- The cost of removing all or part of a fallen tree unless it has also damaged Your Contents.



What is covered

- 10. Falling receiving aerials (including satellite dishes) and their fittings or masts.
- 11. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.

B. Breakage of Glass and Mirrors

Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.

What is not covered

Loss or damage caused by felling or lopping of trees.

- Damage to the receiving aerial, satellite dish, fitting or mast itself.
- 11. Loss or damage:
 - resulting from the foundations settling, shrinking or expanding;
 - b. resulting from the coast or riverbank being worn away;
 - c. resulting from faulty workmanship or the use of faulty materials;
 - d. resulting from demolition, alteration or repair to the **Buildings**;
 - e. from the bedding down of new structures or **Settlement** of madeup ground;
 - f. resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.

B.

Breakage caused whilst the **Home** is **Unoccupied**.

C.

Damage to items designed and intended to be moved about including video cameras, camcorders, MP3 players, mobile phones, tablet PCs and portable computer equipment other than laptops.

Damage to records, films, CDs, tapes, cassettes, disks, cartridges, styli, or computer software.



What is covered

C. Accidental Damage to Electrical Equipment

Accidental Damage to televisions, (including satellite dishes and decoders and television aerials fixed to the Home), radios, Home Computers and laptops, audio and video equipment in the Home.

D. Household Removal

Accidental loss or damage to **Contents** whilst being transported by a professional removal contractor from the **Home** for permanent removal to **Your** new address in the **United Kingdom.**

What is not covered

Damage caused by wear and tear, mechanical or electrical breakdown

Damage caused by cleaning, repair, restoration or use which goes against the manufacturer's instructions.

Loss or damage caused by domestic pets.

Damage occurring whilst the **Home** is **Unoccupied**.

Damage occurring whilst the **Home** is let or lent.

Damage or contamination to **Computers** or computer equipment caused by:

- a. erasure or distortion of data;
- accidental erasure, mislaying or misfiling of documents or records;
- c. viruses;
- d. unauthorised access.

D.

Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer

Loss or damage caused by scratching, denting or bruising.

Loss of or damage to **Contents** in storage.

Loss or damage insured under another policy

Loss of **Money**.



What is covered

E. Contents Temporarily Removed

Up to 25% of the **Contents** Sum Insured for loss of, or damage to **Contents** temporarily removed from the **Home** but within the **United Kingdom** caused by:

- a. circumstances as described in Section 2A – The Standard Cover, but not theft;
- b. theft
 - from or whilst being transported to or from a bank or safe deposit;
 - from any building where **You** or **Your Family** are employed or carry on a business or are in temporary residence;
 - iii. from any other building.

F. Temporary Accommodation

Up to £50,000 for:

- a. the costs of temporary accommodation for You, Your Family and Your domestic pets;
- b. loss of rent payable to You;
- up to 2 years loss of ground rent payable by **You**;

During the period necessary to restore **Your Home** to a habitable condition as a result of loss or damage insured be Section 2A – The Standard Cover.

G. Replacement of Locks

During the period necessary to restore **Your Home** to a habitable condition as a result of loss or damage insured by Section 2A – The Standard Cover. The replacement of external door locks, key operated window locks, intruder alarm locks and safe

What is not covered

E.

Loss of or damage to **Contents**:

- a. for sale, or away on exhibition or in storage;
- b. in the open caused by **Storm**, flood, weight of snow or malicious damage;
- in the custody or control of **You** or **Your Family** whilst temporarily living away from the **Home** for the purpose of education;
- d. by theft unless force and violence is used to gain entry or exit to/from a building;
- e. in outbuildings in excess of £2,500.

F.

More than £500 for emergency kennelling.

G.

If the policy covers both Section 1 – **Buildings** and Section 2 – **Contents, You** can only claim under one Section for **Your** replacement locks.



What is covered

locks in the **Home** if the keys are lost or stolen anywhere in the world.

H. Tenants Liability

Up to 20% of the **Contents** sum insured for damage to the **Buildings** that **You** are legally liable for as a tenant, where that damage would be covered under Section 1-**Buildings**: 1A – The Standard Cover or 1B-1E.

I. Loss of Metered Water or Oil

Up to £1,000 for loss of metered water or domestic heating oil following **Accidental Damage** to fixed domestic heating or water installations in or on the **Home**.

J. Theft of Domestic Heating Oil

Up to £1,000 for theft or attempted theft of domestic heating oil from an oil storage tank in the **Home**, or in the open within the boundaries of the **Land**.

K. Contents in the Open

Up to £1,000 for loss or damage to **Contents** not contained within the **Home** but still within the **Boundaries** of the **Land** caused by circumstances as described in Section 2A -The Standard Cover.

L. Celebration or Religious Festival Increase

The **Contents** sum insured is automatically increased by 10% during the period of 30

What is not covered

H.

Loss or damage excluded under the following **Buildings** paragraphs: 1A – The Standard Cover or 1B-1E.

I.

Loss or damage:

- a. caused whilst the **Home** is **Unoccupied**;
- b. that happens gradually over a period of time;
- to the installation itself.

J.

Theft or attempted theft occurring whilst the **Home** is **Unoccupied**.

K.

Loss or damage:

- to trees, shrubs, plants or garden products;
- b. whilst the **Home** is **Unoccupied**;
- c. to Money;
- d. to pedal cycles by theft unless securely locked to an immovable object.

L.

Loss or damage if the **Home** is not **Your** main residence.



What is covered

days before and 30 days after a celebration or religious festival that **You** celebrate.

M. Wedding and Civil Partnership Gifts Cover

Up to 10% of the **Contents** sum insured for loss or damage to wedding and civil partnership gifts in:

- a. the Home;
- b. the building where the reception is held;
- c. the married couples' Home;
- d. transit between any of the places specified above;

caused by the circumstances described in Section 2A – The Standard Cover for a period of 30 days before and 30 days after the wedding or civil partnership of **You** or a member of **Your Family**.

N. Title Deeds and Documents

Up to £1,000 for the cost of preparing new title deeds to the **Buildings** or other documents if they are lost or damaged by circumstances described in Section 2A - The Standard Cover whilst in the **Home** or in **Your** bank.

O. Contents at University/College

Up to £5,000 for loss of, or damage to **Contents** temporarily removed from the **Home** but still within the **United Kingdom**, for the purpose of attending a college, university or boarding school caused by circumstances as described in Section 2A – The Standard Cover.

P. Business Usage at Home

Up to £5,000 for loss or damage to **Office Equipment** used in connection

What is not covered

M.

Loss or damage if the **Home** is not **Your** main residence.

N.

Loss or damage occurring whilst the **Home** is let or lent.

0.

Loss of or damage to **Contents**:

- a. by theft unless force and violence is used to gain entry or exit to/from the building;
 - b. insured under any other policy;
 - if the **Home** insured is not **Your** main residence.

P.

Loss or damage:

a. if the **Home** insured is not **Your**



What is covered

with **Your** business whilst in the **Home**, caused by circumstances covered under Section 2A – The Standard Cover.

Q. Garden Cover

Up to £1,000 for the cost of re-landscaping **Your** garden following loss or damage covered under Section 2A – The Standard Cover:

R. Fatal Accident Benefit

£5,000 if **You** or **Your** spouse, separately or together, die within twelve months of an injury caused in **Your Home** by fire or thieves.

S. Frozen Food

Up to £1,000 for spoilage of domestic food in any freezer in the **Home** caused by a fault or rise or fall in temperature in the freezer.

T. Personal Money

Up to £1,000 for loss of Money anywhere in the world.

U. Downloaded Music and Other Information

'Up to £2,500 for the cost of replacing **Your** music and other legally downloaded information **You** have purchased, which is

What is not covered

main residence;

b. to items not specifically used for clerical purposes.

Q.

Over £250 for any one tree, shrub or plant.

S.

Spoilage resulting from the supply authority deliberately disconnecting the gas or electricity supply to the **Home**.

Food held for business purposes.

Loss or damage if the **Home** insured is not **Your** main residence.

T.

Loss of **Money**:

- a. by mistake in change, counting or overpayment;
- b. not reported to the police within 24 hours of discovery;
- c. held for professional or business purposes.

U.

The cost of reconstituting any films, tapes, CDs or discs, or re-writing of any stored information.

The cost of replacing downloaded music



What is covered

stored on **Home Computers** and storage devices as a result of loss or damage insured by Section 2A - The Standard Cover.

V. Domestic Employees Personal Effects and Clothing

Up to £1,000 per **Domestic Employee** for loss or damage covered under Section 2A – The Standard Cover to their **Personal Effects and Clothing** whilst in the **Home**.

Accidental Damage Option

Your Schedule will tell **You** if this optional cover is in force.

W. Accidental Damage
Accidental Damage to, or loss of
Contents in the Home.

What is not covered

and other information where **You** are unable to provide proof of ownership.

V.

Loss or damage insured under another policy.

W.

Accidental Damage or loss which is specifically excluded elsewhere in Section 2 - Contents, other than damage to items designed and intended to be moved about, (including video cameras, camcorders, MP3 players, mobile phones, tablet PCs and portable computer equipment).

Accidental Damage or loss caused:

- a. whilst the **Home** is lent, let, sub-let, or **Unoccupied**;
- b. by wear and tear, loss of value, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or weather conditions, the effect of light or anything else which happens gradually;
- by any process of dyeing, cleaning, alteration, repair, renovation or restoration;
- d. by freezing;
- e. by faulty workmanship or design or the use of defective materials;



What is covered

What is not covered

- f. by mechanical or electrical breakdown or failure;
- g. to food, drink or plants;
- h. to contact, comeal or micro comeal lenses.

Accidental Damage to or loss of **Computers** or computer equipment:

- a. by erasure or distortion of data;
- b. by erasure or mislaying or misfiling of documents or records;
- c. by viruses, contamination or as a result of unauthorised access.



Settlement of Claims Under Section 2 - Contents

We will at Our option:

- a. replace the item(s) as new (except for clothing and household linen where a deduction for wear, tear and loss of value will be made); or
- b. pay the cost of repair for items which can be economically repaired; or
- pay the cost of replacement as new (except for clothing and household linen where a
 deduction for wear, tear and loss of value will be made).

The full replacement cost is the cost of replacing all the **Contents** as new less an amount for wear, tear and loss of value on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- a. £15,000 in total for **Valuables**.
- b. £2,500 for any single item of **Valuables**.
- c. £1,000 in respect of any one pedal cycle.

We will not reduce the sum insured by the amount of any claim.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of similar nature, colour or design.



Section 3 - Property Owners Liability

Your Schedule will tell You if this Section is in force.

What is covered

Property Owners Liability

Up to £5,000,000 for any one cause, plus defence costs and expenses **You** or **Your Family** have to pay with **Our** permission to protect **You** or **Your Family** against legal liability for:

- a. accidental death, bodily injury, illness or disease to any person;
- accidental loss or damage to property occurring whilst Section 1 – **Buildings** of this policy is in force and incurred:
 - as owner (not occupier) of the Home and its Land.
 - ii. as a result of defective work carried out by **You** or on **Your** behalf to any private residence in the **United Kingdom** disposed of by **You** before the occurrence of the damage in connection with such private residence.

If Section 1 – **Buildings** of this policy expires or is cancelled, cover under this paragraph (b) (ii) shall continue for a period of 7 years in respect only of the **Home**.

If **You** die **We** will pass this cover to **Your** legal representative under the terms of this Section for legal liability **You** and **Your Family** may have had before **Your** death.

What is not covered

Liability arising from:

- a. accidental death, bodily injury, illness or disease to You or Your Family or any Domestic Employee;
- damage to Your or Your Family's or any Domestic Employees' property;
- Your or Your Family's profession, business or employment;
- d. the ownership or use of motor vehicles (other than gardening machines) whether licensed for road use or not, or lifts.
- e. Any agreement or contract unless
 You or Your Family would have
 been liable if the agreement or
 contract did not exist.



Section 4 - Occupiers and Personal Liability

Your Schedule will tell You if this Section is in force.

What is covered

A. Occupiers and Personal Liability

Up to £5,000,000 for any one cause (other than death, bodily injury or disease of any **Domestic Employee** where the amount is £10,000,000) to protect **You** and **Your Family** against legal liability for:

- a. accidental death, bodily injury, illness or disease to any person;
- Accidental Damage to property which arises:
 - i. from the living in (not owning) of the Home:
 - ii. as a result of employing any **Domestic Employee**;
 - iii. in any other personal capacity anywhere in the **United Kingdom** or during a temporary visit anywhere in the world.

If **We** have accepted a valid claim **We** will pay defence costs and expenses **You** or **Your Family** have to pay with **Our** permission

If **You** die **We** will pass this cover to **Your** legal representative under the terms of this Section for legal liability **You** and **Your Family** may have had before **Your** death.

What is not covered

A.

Liability arising from:

- a. accidental death, bodily injury, illness or disease to **You** or **Your Family**;
- b. damage to property which belongs to **You** or **Your Family**, or **Domestic Employee**, or is in their custody or control;
- c. **You** or **Your Family** owning the **Home** and any other buildings or land;
- d. **You** or **Your Family**'s profession, business or employment;
- e. **You** or **Your Family** owning, using or keeping motor vehicles (other than domestic gardening machines), whether registered for road use or not, motor cycles, caravans, trailers or lifts:
- f. You or Your Family owning or using aircraft or watercraft unless they are models or hand propelled;
- g. injury, death or disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs Northern Ireland order 1991:
- h. an award of a Court outside the **United Kingdom**
- any agreement or contract unless You or Your Family would have been liable if the agreement or contract did not exist.



Occupiers and Personal Liability - continued

What is covered

B. Unrecovered Court Awards

Up to £5,000,000 for sums which **Your** or **Your Family** have been awarded for accidental death, bodily injury or disease or **Accidental Damage** to property of the type described in paragraph A, and where **We** are satisfied that these sums are not recoverable from the party held responsible by the Court. The award must be made in a Court in the **United Kingdom** and must not be the subject of any appeal.

What is not covered



Section 5 - Valuables & Personal Effects

Your Schedule will tell You if this Section is in force.

Cover applies anywhere in the world.

What is covered

Loss of or damage to property owned by **You** and **Your Family** as described in the **Schedule** as follows:

A. Unspecified Valuables & Personal Effects

Up to the amount shown in the **Schedule** for accidental loss of or damage to unspecified **Valuables**, **Personal Effects** and pedal cycles

What is not covered

The amount of any **Excess** shown in **Your Schedule**.

Loss or damage listed under General Exclusions to Section 5.

A.

Over £2,500 for any one item of **Valuables & Personal Effects**.

Over £1,000 for any one pedal cycle.

Accidental loss or damage to:

- a. sports equipment in the course of play or use;
- reeds, strings or skins of musical instruments;
- c. pedal cycles in the course of racing, pacemaking or trials;
- d. pedal cycles by theft unless in a locked building or securely locked to an immovable object whilst unattended away from the **Home**;
- e. pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time;
- equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding,



Valuables & Personal Effects - continued

What is covered

B. Specified Items

Up to the amount shown for accidental loss of or damage to items specified in **Your Schedule.**

C. Newly Acquired Personal Effects We will cover newly acquired Personal Effects belonging to You or Your Family for loss or damage insured under this Section provided that You request cover for them within 30 days of acquisition and pay Us any additional premium due from the date acquired.

What is not covered

- surfboarding, skindiving and other watersports;
- g. contact, corneal or microcorneal lenses;
- h. motor vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts;
- i. Money.

В.

Accidental loss of or damage to:

- a. sports equipment in the course of play or use;
- b. reeds, strings or skins of musical instruments;
- c. pedal cycles in the course of racing, pacemaking or trials;
- d. pedal cycles by theft unless in a locked building or securely locked to an immovable object whilst unattended away from the **Home**

C.

Accidental loss of, or damage to property:

- a. valued at an amount less than £2,500, or more than £5,000;
- b. which is specifically excluded elsewhere under Section 5 -

Valuables & Personal Effects;

c. insured under another policy.



General Exclusions to Section 5 Valuables & Personal Effects

Loss or damage caused by:

- a. scratching, denting, wear, tear, loss of value, rot, fungus, beetle, moth, insects, vermin, domestic
 pets, infestation, damp, rust, mildew, frost, atmospheric or weather conditions, the effect of light
 or anything that happens gradually.
- any process of dyeing, washing, cleaning, restoring, alteration, maintenance, repair, renovation or misuse.
- c. mechanical or electrical breakdown.
- d. detention or confiscation by customs or other officials.
- e. theft from any unattended motor vehicle unless **Your** property was secured in a locked boot, a concealed luggage compartment or a closed glove compartment and the motor vehicle was securely locked at the time of the theft.
- f. loss or damage caused to property held or used for professional or business purposes.



Settlement of Claims under Section 5 Valuables & Personal Effects

We will at Our option:

- a. replace the item(s) as new (except for clothing where a deduction for wear, tear and loss of value will be made); or
- b. pay the cost of repair for items which can be economically repaired; or
- c. pay the cost of replacement as new less a deduction for wear, tear and loss of value.

The sums insured should be the cost of replacing all items covered as new, less an amount for wear, tear and loss of value on clothing.'

In respect of any one claim **We** will not pay more than:

- a. the sum insured as stated on Your Schedule;
- b. £1,500 for theft from any unattended motor vehicle.
- c. £2,500 for any one item of unspecified **Valuables** or **Personal Effects**.
- d. £1,000 in respect of any one pedal cycle unless specified on the **Schedule**.

We will not reduce the sum insured by the amount of any claim, except for specified pedal cycles and other specified Items where **We** will remove them from cover after total loss or destruction.

You must tell Us if those items are to be insured again after You have replaced them.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of similar nature, colour or design.



General Exclusions Applying to Sections 1-5

This policy does not cover:

A. Any loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

1. 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 resulting in a military uprising or usurped power.

2. Terrorism

Any loss, or damage, cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling, preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion, 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Any action taken in controlling, preventing, suppressing or in any way relating to 1 or 2 above.

3. Sonic Bangs

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

4. Radioactive Contamination

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

5. Loss in Value

Loss in value of any property following repair or replacement.



6. Wear and Tear

Loss or damage arising from wear and tear (which shall include seepage of water through seams and seals into the **Home**), loss of value and mechanical or electrical breakdown.

7. Pollution

Pollution or contamination of any sort and however caused.

8. Data Recognition

The failure or fear of failure or inability of any equipment or any computer programme, whether or not **You** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.

B. Confiscation

Any loss or damage or liability caused by or happening through confiscation or detention by customs or other officials or authorities.



General Conditions Applying to Sections 1-5

This policy does not cover:

You must comply with these conditions to have the full protection of Your policy.

If **You** do not comply with them. **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. Duty of Care

You must take all reasonable steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

2. Sums Insured

You must at all times ensure that the sums insured adequately represent the full value of the property insured

3. Cancellation

Statutory Cancellation Rights.

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date, by writing to **Us** at the following address:

Towergate Underwriting Household, Towergate House, St Edwards Court, London Road, Romford, Essex RM7 9QD.

Providing **You** have not incurred eligible claims during the period **You** have been on cover with **Us, You** will be entitled to a refund of premium. We will calculate the return premium on a daily pro-rata basis equivalent to the period of cover left unused.

If **You** have incurred eligible claims during the period **You** have been on cover with **Us**, no refund of premium will be given.

Cancellation outside the Statutory Period

You may cancel this policy at any time by providing prior written notice to the above address.

Providing **You** have not incurred eligible claims during the period **You** have been on cover with **Us, You** will be entitled to a refund of premium. We will calculate the return premium on a daily pro-rata basis equivalent to the period of cover left unused.



If **You** have incurred eligible claims during the period **You** have been on cover with **Us**, no refund of premium will be given.

We may cancel **Your** policy at any time where there are valid reasons to do so, this includes (but not limited to):

- a. non-payment of **Your** premium;
- b. **Your** failure to meet the terms and conditions of this policy;
- failure to send **Us** information or documentation that affects **Our** ability to process a claim or defend **Our** interests;
- d. failure to exercise **Your** duty of care regarding **Your** property;
- e. suspected fraud or misrepresentation;
- f. changes to **Your** details or circumstances that **We** do not cover under this policy;
- use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or supplier.

We will provide **You** with 14 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the aforementioned guidelines, except in the case of fraud (see General Condition 5. Fraud).

4. Other Insurances

If any accidental loss or damage covered by this policy is insured under aother policy **We** will only pay **Our** rateable proportion of any claim, even if the other insurer refuses the claim.

5. Fraud

You must not act in a fraudulent manner. If You or anyone acting for You:

- a. make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- b. make a statement in support of a claim knowing the statement to be false in any respect; or
- submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance:

Then:

- a. **We** shall not pay the claim.
- b. **We** shall not pay any other claim which has been or will be made under the policy.



- c. **We** may at **Our** option declare the policy void.
- We shall be entitled to recover from You the amount of any claim already paid under the policy since the last renewal date.
- e. **We** shall not make any return premium.
- f. **We** may inform the Police of the circumstances.

6. Government Financial Sanctions

We will not provide any cover or be liable to provide any indemnity payment or other benefit under this policy where doing so would breach any restriction imposed by law or regulation.

If any such prohibition or restriction take effect during the **Period of Insurance**, **We** may cancel this policy immediately by giving **You** written notice at **Your** last known address. If **We** cancel the policy, **We** will calculate the return premium as noted above in point **3. Cancellation**.



Section 6 - Family Legal Protection

Your Schedule will tell You if this Section is in force.

This Section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **We** act.

Family Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Total Legal Discounted legal services
- Insurance for legal costs for certain types of disputes

Assistance Helpline Services

Legal and Tax Helpline

Use the 24 hour advisory service for telephone advice on any private legal or tax problem of concern to **You** or any member of **Your** household. Simply telephone **0800 023 2797** and quote **Towergate Foundation Family Legal Protection**.

For **Our** joint protection telephone calls may be recorded and/or monitored.

Lifestyle Counselling Helpline and Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Lifestyle Counselling Helpline on **0344 770 1036** or **You** can access the Online Support Service by visiting www.arclegal.co.uk/carefirst where **You** will be required to enter a username and password which is available from **Your** broker.

Total Legal

Your policy provides **You** with the Total Legal package, which aims to address any legal issue **You** might have that is not covered under **Your** Family Legal Protection policy. The package provides the following benefits:



Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:-

- Legal costs arising from the sale or purchase of the **Home** and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

Terms of Cover

If a claim is accepted under this Section, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The Section covers **Costs** as detailed under the separate sections of cover up to the **Maximum Amount Payable** where:-

The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits** and the **Legal Action** takes place within the **Territorial Limits**.

This Section does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.



Definitions

Where the following words appear in bold they have these special meanings.

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Costs

Standard Advisers' Costs and Adverse Costs.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this Section.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

HM Revenue and Customs Full Enquiry

An examination by HM Revenue and Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **Your** personal income or gains.



Insurer

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this Section. 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. In a claim arising from **Identity Fraud** the **Insured Incident** is a single act or the start of a series of single acts against **You** by one person or group of people.

In a claim arising from an **HM Revenue and Customs Full Enquiry**, the **Insured Incident** shall be deemed to be the date HM Revenue and Customs issue a formal notice to **You** notifying of a full enquiry into **Your** non-business affairs.

Insured Period

One year from the inception or renewal date shown on **Your Schedule**.

Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- The defence of criminal prosecutions to do with Your employment, or Your vehicles identity
- The defence of motor prosecutions

Maximum Amount Payable

The maximum payable in respect of an **Insured Incident** is stated below:

All sections: £60,000

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our

Arc Legal Assistance Limited.

You/Your /Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your Family** members resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this Section on **Your** behalf that arose prior to or out of **Your** death.



Cover

Consumer Pursuit

What is insured:-

Costs to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this Section unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:-

Claims

- a. Where the breach of contract occurred before You purchased this Section
- b. Involving a vehicle owned by **You** or which **You** are legally responsible for
- c. Arising from a dispute with any government, public or local authority
- d. Arising from the purchase or sale of **Your** main **Home**
- e. Relating to a lease tenancy or licence to use property or land
- f. Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- g. Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- h. Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for Your use

Consumer Defence

What is insured:-

Costs to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this Section unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:-

Claims

- a. Where the breach of contract occurred before **You** purchased this Section
- b. Involving a motor vehicle owned by **You** or which **You** are legally responsible for
- c. Arising from a dispute with any government, public or local authority
- d. Arising from the sale or purchase of Your main Home
- e. Relating to a lease tenancy or licence to use property or land



Personal Injury

What is insured:-

Costs to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

What is not insured:-

Claims

- For stress, psychological or emotional injury unless it arises from You suffering physical injury
- b. For illness, personal injury or death caused gradually and not caused by a specific sudden event

Employment Disputes

What is insured:-

Standard Advisers' Costs to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an **Employee** of **Your**:-

- a. Contract of Employment; or
- b. legal rights under employment laws.

What is not insured:-

Claims

- a. Where the breach of contract occurred within the first 60 days after You first
 purchased this Section unless You have held equivalent cover with Us or another insurer
 continuously for a period of at least 60 days leading up to when the breach of contract first
 occurred
- b. For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Property Infringement

What is insured:-

Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main **Home**.

What is not insured:-

Claims

- a. Where the nuisance or trespass started within the first 180 days after **You** first purchased this Section unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c. In respect of a contract You have entered into



- d. Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for Your use

Property Damage

What is insured:-

Costs to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main **Home**. The damage must have been caused after **You** first purchased this Section.

What is not insured:-

Claims

- a. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b. In respect of a contract **You** have entered into
- c. Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for Your use

Property Sale and Purchase

What is insured:-

Costs to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your** main **Home**.

What is not insured:-

Claims

- a. Where You have purchased this Section after the date You completed the sale or purchase of Your main Home
- b. Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for Your use

Motor Prosecution Defence

What is insured:-

Standard Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.



What is not insured:-

- For alleged road traffic offences where You did not hold or were disqualified from holding
 a licence to drive or are being prosecuted for driving whilst under the influence of alcohol
 or non prescribed drugs
- For **Standard Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration or where funding is available from another public body, a trade union, employer or any other insurance policy
- c. For parking offences which cannot lead to penalty points on Your licence

Tax

What is insured:-

Standard Advisers' Costs incurred by an accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal income tax position.

This cover applies only if You have:-

- a. Maintained proper, complete, truthful and up to date records
- b. Made all returns at the due time without having to pay any penalty
- c. Provided all information that the HM Revenue and Customs reasonably requires

What is not insured:-

Claims

- a. Where:
 - i. Deliberate misstatements or omissions have been made, to the authorities
 - ii. Income has been under-declared because of false representations or statements by You
 - iii. You are subject to an allegation of fraud
- For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs

Data Protection

What is insured:-

Costs to pursue a **Legal Action** against a person or organisation for breach of the Data Protection Act 1998 which has resulted in **You** suffering a financial loss.

Personal Identity Fraud

What is insured:-

Costs arising from Identity Fraud:-

a. To defend **Your** legal rights and/or take steps to remove County Court Judgments



against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Fraud

What is not insured:-Claims

- a. Where **You** have not been the victim of **Identity Fraud**
- Where You did not take action to prevent Yourself from further instances of Identity
 Fraud following an Insured Incident
- c. Where the **Identity Fraud** has been carried out by somebody living with **You**
- For Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

Vehicle Cloning

What is insured:-

Costs to defend a **Legal Action** arising from use of the identity of a vehicle owned by **You** by another person or organisation without **Your** permission.

Legal Defence

What is insured:-

- a. Costs in a Legal Action to defend Your legal rights in the following circumstances arising out of Your work as an employee:-
 - Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
 - ii. In a prosecution brought against **You** in a court of criminal jurisdiction
 - iii. In a civil action brought against **You** for compensation under section 13 of the Data Protection Act 1998
 - iv. In civil proceedings brought against **You** under legislation for unlawful discrimination
- Costs in a Legal Action to defend Your legal rights arising out of a formal investigation or disciplinary hearing brought against You by any trade association or professional or regulatory body



What is not insured:-Claims

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a
 licence to drive or are being prosecuted for driving whilst under the influence of alcohol or
 non prescribed drugs
- b. For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c. For parking offences which cannot lead to penalty points on **Your** licence
- d. Following an allegation of violence or dishonesty

Social Media Defamation

What is insured:-

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not insured:-

Claims where **You** are not aged 18 years or over.



General Exclusions Applying to Section 6

1. There is no cover where:-

- You should have known when buying this Section that the circumstances leading to a claim under this Section already existed
- b. An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval
- d. **Your** insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for:-

- a. Claims over loss or damage where that loss or damage is insured under any other insurance
- b. Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**
- c. Any claim You make which is false or fraudulent or exaggerated
- d. Defending Legal Actions arising from anything **You** did deliberately or recklessly
- e. **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:-

- a. A dispute between **You** and someone **You** live with or have lived with
- b. Your business trade or profession other than as an employee
- c. An application for a judicial review
- d. Defending or pursuing new areas of law or test cases

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.



General Conditions Applying to Section 6

1. Claims

- a. You must notify claims as soon as reasonably possible once You become aware of the incident and within no more than 180 days of You becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced. For claims relating to Identity Fraud, these must be reported within 45 days of You becoming aware of the incident.
- b. We may investigate the claim and take over and conduct the legal proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the legal proceedings.
 - i. You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.

c. The Adviser will:-

- Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
- Keep Us fully advised of all developments and provide such information as We may require.
- iii. Keep Us advised of Advisers' Costs incurred.
- iv. Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted cover under this Section shall be withdrawn unless We agree in Our absolute discretion to allow the case to proceed.
- v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
- vi. Attempt recovery of costs from third parties.
- d. In the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser**.
- The Insurer shall only be liable for Advisers' Costs for work expressly authorised by Us in writing and undertaken while there are prospects of success.
- f. You shall supply all information requested by the Adviser and Us.
- g. You are responsible for all legal costs and expenses including adverse costs if You withdraw from the legal proceedings without Our prior consent. Any legal costs and expenses already paid under this Section will be reimbursed by You.
- h. **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.



2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a. Being able to recover the amount of money at stake
- b. Being able to enforce a judgement
- c. Being able to achieve an outcome which best serves Your interests

3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. Cancellation

This section is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact Your insurance advisor.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where We have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of Our staff
 or suppliers

5. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, 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.

6. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.



Customer Services Information - How To Make A Claim

As soon as **You** have a legal problem that **You** may require assistance with under this Section **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this Section, the helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this Section, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** 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 Helpline.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway. If **You** 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 has not been resolved plus an indication of when **You** will receive a final response. 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 **You** will receive a final response. After eight weeks, if **You** are unhappy 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** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel: 01206 615 000

Email: customerservice@arklegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service Exchange Tower, Harbour Exchange Square London E14 9SR Tel: 08000 234 567 Email: complaint.info@financial-ombudsman.org.uk



Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at http://www.fscs.org.uk/ or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

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

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

www.towergate.com

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