

# **Towergate Underwriting Let Property are pleased to welcome you to your Home Insurance Policy**

**Your insurance policy comprises this booklet and your Schedule. You should read these documents carefully and keep them in a safe place together with copies of any documentation you have provided to us.**

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# THE HOME INSURANCE POLICY

## Effected through Towergate Underwriting Let Property

### Introduction to the Home Insurance Policy

The conditions applying to the home insurance policy are detailed in this certificate. We have tried to make them clear and easy to understand. Included within the General Conditions are details of how we may change the insurance and how we will tell you about the changes.

We fully support the Association of British Insurers, the Financial Services Authority (FSA) and the Financial Ombudsman Service. The Data Protection Act also protects you.

### About the Home Insurance Policy

This home insurance has been arranged by Towergate Underwriting Let Property, a trading name of Towergate Underwriting Group Limited, Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN, registered in England No. 4043759, and is underwritten by a consortium of specialist insurers. The Lead Insurers are Royal & Sun Alliance Insurance plc No. 93792. Registered in England & Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Also underwritten by Allianz Insurance plc No 84638. Registered in England at 57 Ladymead, Guildford, Surrey, GU1 1DB And Groupama Insurance Company Limited No 995253. Registered in England at 6th Floor, One Amercia Square, 17 Crosswall, London, EC3N 2LB

Towergate Underwriting Group Limited, Royal & Sun Alliance Insurance plc, Allianz Insurance plc and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234

You should read the terms and conditions detailed in this certificate including how to make a claim. Please read them carefully so that you know what cover is provided and what you should do if you need to make a claim.

### Governing Law and Language

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

### Cancellation

We hope you are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with your requirements, please return it to your broker within 14 days of issue we will refund your premium.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 30 days' notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

This Insurance may also be cancelled at any time at Your request in writing to the Agent who effected the Insurance, and returning to them the Certificate marked "Cancelled" and signed and dated by You. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

This certificate and the schedule are important documents. Please keep them in a safe place where you can find them should you need to refer to them in the future.

Should you need to discuss any aspect of the cover please call the agent with whom you effected this insurance.

If you have paid the premium shown in the schedule, we agree to insure you subject to the terms and conditions contained in or endorsed on this certificate, against loss or damage you sustain or legal liability you incur for accidents happening during the period shown in the schedule.

When providing this insurance we have relied on the information and statements which you have provided in the Proposal Form (or declaration) on the date shown on the schedule.

This insurance relates only to those sections of the certificate which are shown on the schedule as being included.

For and on behalf of the Insurers



**Managing Director of Towergate Underwriting Let Property**  
(A trading name of Towergate Underwriting Group Limited)

## **DEFINITIONS**

This document sets out the conditions of the contract of insurance between **you** and **us**. You should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections. It is important that:

- You are clear which sections you have requested and want to be included;
- You understand what each section covers and does not cover;
- You understand your own duties under each section and under the insurance as a whole.

Please contact your broker immediately if this document is not correct or if you would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

**You / Your / Insured** The person or persons named in the schedule and all members of their family who permanently live in the house.

**We / Us / Our** Townergate Underwriting Let Property on behalf of Royal & Sun Alliance Insurance plc (Lead Insurer), Allianz Insurance plc and Groupama Insurance Company Limited.

**Your broker** The insurance broker who placed this insurance on your behalf.

**Schedule** The schedule is part of this insurance and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.

**Endorsement** A change in the terms and conditions of this insurance

**Period of insurance** The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.

**Standard construction** Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

### **Buildings**

- The home and its decorations
- fixtures and fittings attached to the home
- permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks

you own or for which you are legally responsible within the premises named in the schedule

**Premises** The address which is named in the schedule

**Home** The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.

**Contents** Household goods and personal property, within the home, which are your property or which you are legally responsible for.

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the home.
- Property in the open but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)
- Money and credit cards up to £300 in the total
- Deeds and registered bonds and other personal documents up to £1500 in total
- Stamps or coins forming part of a collection up to £1250 in total
- Gold, silver, gold and silver plated articles, jewellery and furs up to £2500 or 10% of the sum insurance for contents whichever is less, within the private dwellings.
- Domestic oil in fixed oil tanks up to £1000

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories.
- Any living creature
- Any part of the buildings
- Any property held or used for business purposes
- Any property insured under any other insurance

**Bodily injury** Bodily injury including death or disease

**Sanitary ware** Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

### **Valuables**

- jewellery
- furs
- gold, silver and silver plated articles
- pictures

- tools

**Personal possessions** Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to you.

Personal possession does NOT include :

- money and credit cards
- pedal cycles
- mobile telephones

### **Money**

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers cheques
- premium bonds, luncheon vouchers and gift tokens
- all held for private or domestic purpose

**Credit cards** Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards

**United Kingdom** The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

**Europe** 'Europe' will include

- all Mediterranean Islands ;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

And journeys between these countries.

## **General Conditions applicable to the whole of this insurance**

Each home included under this insurance is considered to be covered as if separately insured.

### **Your duties**

1. You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
2. You must tell your broker immediately if you
  - ~ Stop using your home as your permanent private residence, or
  - ~ Regularly leave the home unattended by day or nightWhen we receive this notice we have the option to change the conditions of this insurance
3. You must tell your broker before you start any conversions, extensions or other structural work to the buildings.  
When we receive this notice we have the option to change the conditions of this insurance

If you fail to comply with any of the above duties this insurance may become invalid.

### **Monthly payments**

If You pay Your premium by direct debit and there is any default in payment We may cancel the Policy by giving notice in accordance with the Cancellation clause. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

When a claim has been made during the current period of insurance the full annual premium will be payable despite cancellation of cover and we reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and an administration charge shall be payable for the period of cover provided.

### **Change of Terms**

The Insurer or Towergate Underwriting Let Property can change the terms of this insurance by giving you 30days' notice at your known address.

## **General Exclusions applicable to the whole of this insurance**

### **a) Radioactive Contamination and Nuclear Assemblies Exclusion**

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss
2. Any legal liability of whatsoever nature

Directly or indirectly caused by or contribution to by or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **b) War Exclusion**

Any loss of damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurping power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### **c) Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

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

### **d) Pollution or contamination**

Any loss, damage, liability, cost or expense of any kind directly or indirectly from pollution or contamination which:

- Was the result of an intentional act; or
- Was expected or should have been expected; or
- Was not caused by a sudden incident; or
- Was not during any insurance period.

## **Claims Conditions Applicable to the whole of this insurance**

### **Your duties**

In the event of a claim or possible claim under this insurance

1. You must notify your broker as soon as reasonably possible giving full details of what has happened
2. you must provide your broker with written details of what has happened within 30 days and provide any other information we may reasonably require.
3. you must immediately forward to your brokers, if a claim for liability is made against you, any letter, claim, writ, summons or other legal documents you receive.
4. You must inform the Police as soon as reasonably possible following malicious acts, violent disorder riots or civil commotion, theft, attempted theft, or lost property.
5. You must not admit liability of offer or agree to settle any claim without our written permission.

If you fail to comply with any of the above duties this insurance may become invalid.

### **How we deal with your claim**

#### **1. Defence of claims**

We may

- Take full responsibility for conducting, defending or settling any claim in your name.
- Take any action we consider necessary to enforce your rights or our rights under this insurance

#### **2. Other insurance**

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance has this insurance not been effected.

This clause does not apply to fatal injury (section two-H)

#### **3. Fraudulent Claims**

If you, or anyone acting on your behalf, makes a claim knowing it to be false or fraudulent in amount or any other respect, this insurance shall be invalid and all claims shall be forfeited.

## **Section 1 – Buildings**

This insurance covers the buildings for loss or damage directly caused by

1. **fire, lightning, explosion or earthquake**  
Other than the first £50 of every claim
2. **aircraft and other flying devices or items dropped from them**  
Other than the first £50 of every claim
3. **storm, flood or weight of snow**  
Other than :-
  - a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
  - b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences
  - c) the first £50 of every claim
4. **escape of water from and frost damage to fixed water tanks, apparatus or pipes**  
Other than :-
  - a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one
  - b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools
  - c) the first £50 of every claim
  - d) for loss or damage while the buildings are not furnished enough to be normally lived in
5. **escape of oil from fixed domestic oil-fired heating installed and smoke damage caused by a fault in any fixed domestic heating installation**  
Other than :-
  - a) for loss or damage due to wear and tear or any gradually operating cause
  - b) the first £50 of every claim
  - c) for loss or damage caused by faulty workmanship
  - d) for loss or damage while the buildings are not furnished enough to be normally lived in
6. **theft or attempted theft**  
Other than :-
  - a) for loss or damage while the home is not furnished enough to be normally lived in
  - b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry
  - c) the first £50 of every claim
7. **collision by any vehicle or animal**  
Other than the first £50 of every claim
8. **any persons taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously**  
Other than :-
  - a) for loss and damage while the buildings are not furnished enough to be normally lived in
  - b) the first £50 of every claim
9. **subsidence or heave of the site upon which the buildings stand or landslip**  
Other than :-
  - a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless private dwelling is also affected at the same time by the same event.
  - b) For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event.
  - c) For loss or damage arising from faulty design, specification, workmanship or materials
  - d) For loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
  - e) the first £1000 of every claim
  - f) for loss or damage caused by coastal erosion
  - g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
10. **breakage or collapse of fixed radio and television aerial, fixed satellite dishes and their fittings and masts**  
Other than :-
  - a) for loss or damage caused to radio and television aerials, satellite dishes, their fittings and masts
  - b) the first £ 50 of every claim
11. **falling trees, telegraph poles or lamp-posts**  
Other than :-
  - a) for loss or damage caused by trees being cut down or cut back within the premises
  - b) for loss or damage to gates and fences
  - c) the first £50 of every claim

**This section of the insurance also covers**

- A) **the cost of repairing accidental damage to :**
- ~ **fixed glass and double glazing (including the cost of replacing frames)**
  - ~ **solar panels, sanitary ware**
  - ~ **ceramic hobs**
- all forming part of the building**

Other than :-

- a) for loss or damage while the buildings are not furnished enough to be normally lived in
- b) the first £50 of every claim

**B) the cost of repairing accidental damage to :**

- ∴ **domestic oil pipes**
- ∴ **underground water-supply pipes**
- ∴ **underground sewers, drains and septic tanks**
- ∴ **underground gas pipes**
- ∴ **underground cables**

**which you are legally responsible for**

Other than :-

- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the first £50 of every claim

**C) loss of rent due to you which you are unable to recover**

- ∴ additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section one

Other than :-

Any amount over 10% of the sum insured for the buildings damaged or destroyed

**D) expenses you have to pay and which we have agreed in writing for**

- ∴ **architects', surveyors', consulting engineers' and legal fees**
- ∴ **the cost of removing debris and making safe the building**
- ∴ **costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under section one**

Other than :-

- a) any expenses for preparing a claim or an estimate of loss or damage
- b) any cost if Government or local authority requirements have been served on you before the loss or damage

**E) increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one**

Other than :-

More than £750 in any period of insurance. If you claim for such loss under section one and two, we will not pay more than £750 in total

**F) anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner**

Other than :-

If the buildings are insured under any other insurance

**The following applies only if the schedule shows that Accidental Damage to the buildings is included**

**This extension covers the following**

**Accidental damage to the buildings**

Other than :-

- a) the loss or damage or any proportion of damage which we specifically exclude elsewhere under section one
- b) for the buildings moving, settling, shrinking, collapsing or cracking
- c) for the loss or damage while your home is being altered, repaired, cleaning, maintained or extended
- d) for loss or damage to outbuildings and garages which are not of standard construction
- e) for loss or damage while the home is lent, let or sublet
- f) the cost of general maintenance
- g) for loss or damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- h) for loss or damage from faulty design specification, workmanship or materials
- i) for loss or damage from mechanical or electrical faults or breakdown
- j) for loss or damage caused by dryness, dampness, extremes of temperature or exposure to light
- k) for loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- l) for loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination the first £50 of every claim

**Conditions that apply to Section One (buildings) only**

Settling claims

How we deal with your claim

1. If your claim for loss or damage is covered under section one, we will pay the full cost of repair as long as :
  - ∴ The buildings were in a good state of repair immediately prior to the loss or damage and

∴ The sum insured is enough to pay the full cost of rebuilding the building in their present form and

∴ The damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the buildings were not in good repair.

2. We will not pay the cost of replacing or repairing any undamaged parts of the building which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. We will not reduce the sum insured under section one after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage
4. If you under insure, which means the cost of rebuilding the buildings at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding the building, we will only pay one half of the cost of repair or replacement

### **Limit of insurance**

**We will not pay more than the sum insured for each premises shown in the schedule**

## **Section 2 – Contents**

This insurance covers the contents for loss or damage directly caused by

1. **fire, lightning, explosion or earthquake**  
Other than :-  
The first £50 of any claim
2. **aircraft and other flying devices or items dropped from them**  
Other than :-  
The first £50 of any claim
3. **storm, flood or weight of snow**  
Other than :-  
For property in the open  
The first £50 of any claim
4. **escape of water from fixed water tanks, apparatus or pipes**
5. **escape of oil from domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation**  
Other than :-
  - a) for loss or damage due to wear and tear or any gradually operating cause
  - b) for loss or damage caused by faulty workmanship
  - c) The first £50 of any claim
6. **theft or attempted theft**  
Other than :-
  - a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry
  - b) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages
  - c) The first £50 of any claim
7. **collision by any vehicle or animal**  
Other than the first £50 of any claim
8. **any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously**  
Other than the first £50 of any claim
9. **subsidence or heave of the site upon which the buildings stand or landslip**  
Other than :-
  - a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
  - b) for loss or damage arising from faulty design, specification, workmanship or material
  - c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
  - d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
  - e) for loss or damage by coastal erosion
  - f) The first £50 of any claim
10. **falling trees, telegraph poles or lamp-posts**

Other than :-

for loss or damage caused by trees being cut down or cut back within the premises

The first £50 of any claim

### **This section of the insurance also covers**

**A) accidental damage to**

- ~ **television, satellite decoders**
  - ~ **audio and video equipment**
  - ~ **radios**
  - ~ **home computers, video cassette recorders**
- all situated within the home**

Other than :-

- a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation or dismantle
- b) for loss or damage to tapes, records, cassettes, discs or computer software
- c) for mechanical or electrical faults or breakdown
- d) The first £50 of any claim

**B) accidental breakage of**

- ~ **fixed glass and double glazing**
- ~ **sanitary ware**

**forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for**

- ~ **mirrors**
- ~ **glass tops and fixed glass in furniture**
- ~ **ceramic hobs**

Other than :-

For the cost of repairing, removing or replacing frames

The first £50 of any claim

**C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by :**

**(i) any of the events insured under numbers 1-10 in section two while contents are: in any occupied private dwelling**

- ~ **in any buildings where you are living or working**
- ~ **in any building for valuation, cleaning or repair**
- ~ **in any furniture store**
- ~ **in any bank or safe deposit**

**(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store**

Other than :-

- a) for contents outside the United Kingdom
- b) for money or credit cards
- c) any amount over 20% of the sum insured under section two for contents in a furniture store
- d) The first £50 of any claim

**D) up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under section two**

Other than :-

Any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed

The first £50 of any claim

**E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under section two**

Other than :-

Any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed

The first £50 of any claim

**F) your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two**

Other than :-

- a) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed
- b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings
- c) The first £50 of any claim
- d) for loss or damage arising from subsidence heave or landslip

- e) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- f) for loss or damage while the buildings are not furnished enough to be normally lived in
- g) the first £50 of every claim

**G) the cost of repairing accidental damage to**

- ∴ **domestic pipes**
- ∴ **underground water-supply pipes**
- ∴ **Underground sewers, drains and septic tanks**
- ∴ **Underground gas pipes**
- ∴ **Underground cables**

**Which you are legally responsible for as tenant only**

Other than :-

- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the first £50 of every claim

**H) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts :**

- ∴ **£10,000 for each insured person over sixteen years of age,**
  - ∴ **£5,000 for each insured person under sixteen years of age,**
- at the time of death**

Other than the first £50 of any claim

**I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys**

Other than :-

Any amount over £250 in total

The first £50 of any claim

**J) increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two**

Other than :-

More than £750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £750 in total

The first £50 of any claim

### **Accidental damage to contents**

The following applies only if the schedule shows that accidental damage to contents is included

This extension covers

**Accidental damage to the contents within the home**

Other than :-

- a) for damage or any proportion of damage which we specifically exclude elsewhere under section two
- b) for damage to contents within garages and outbuildings
- c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- d) for damage caused by chewing, tearing, scratching or fouling by animals
- e) for any amount over £1000 in total for porcelain, china, glass and other brittle articles
- f) for money, credit cards, documents or stamps
- g) for damage to contact, corneal or micro corneal lenses
- h) for damage while the home is lent, let or sublet
- i) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- j) for damage arising out of faulty design, specification, workmanship or materials
- k) for damage from mechanical or electrical faults or breakdown
- l) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- n) for the first £50 of every claim

### **Conditions that apply to section two (contents) only**

#### **Settling Claims**

#### **How we deal with your claim**

1. **If you claim for loss or damage to the contents we will at our option repair. Replace or pay for any article covered under section two**  
**For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as:**

- ∴ The new article is as close as possible to but not an improvement on the original article when it was new; and
- ∴ You have paid or we have authorised the cost of replacement

The above basis of settlement will not apply to

- ∴ Clothes
- ∴ Pedal cycles

Where we will take off an amount for wear and tear and depreciation

2. We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or a specific part.

Your sum insured

3. We will not reduce the sum insured under section two after we have paid a claim as long as you agree to carry out our recommendation to prevent further loss or damage
4. If you are under insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the costs of replacing or repairing the contents, we will only pay one half of the costs of repair or replacement

Limit of insurance

We will not pay any more than the sum insured for the contents of each premises shown on the schedule.

### **Section 3 – Accidents to Domestic Staff**

This section applies only if the contents are insured under section two

We provide cover;

**For amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule**

Other than :-

For bodily injury arising directly or indirectly

- ∴ From any vehicle in Canada or the United States of America
- ∴ From any vehicle used in racing, pacemaking or speed testing
- ∴ From any communicable disease or condition
- ∴ In Canada or the United States of America after the total period of stay has exceeded 30- days in the period of insurance

Limit of Insurance

We will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing

### **Section 4 – Legal Liability to the Public**

This section applies only if the schedule shows that either the buildings are insured under section one or the contents are insured under section two of this insurance

**PART A**

Part A of this section applies in the following way :

- ∴ If the buildings only are insured, your legal liability as owner only but not as occupier is covered under Part A (I) below
- ∴ If the contents only are insured, your legal liability as occupier only but not as owner is covered under Part A (I) and Part A (ii) below
- ∴ If the buildings and contents are insured, your legal liability as owner or occupier is covered under Part A (I) and Part A (ii) below

We will provide cover;

- (i) as owner or occupier for any amounts you become legally liable to pay as damages for
  - ∴ bodily injury

∴ **damage to property**

**caused by an accident happening at the premises during the period of insurance**

**OR**

**(ii) as a private individual for any amounts you become legally liable to pay as damages for**

∴ **bodily injury**

∴ **damage to property**

**caused by an accident happening anywhere in the world during the period of insurance**

Other than :-

a) for bodily injury to

∴ you

∴ any other permanent member of the home

∴ any person who at the time of sustaining such injury is engaged in your service

b) for bodily injury arising directly or indirectly from any communicable disease or condition

c) for damage to property owned by or in the charge or control of

∴ you

∴ any other permanent member of the home

∴ any person engaged in your service

d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance

e) arising directly or indirectly out of any profession, occupation, business or employment

f) which you have assumed under contract and which would not otherwise have attached

g) arising out of your ownership, possession or use of :

i) any motorised or horse drawn vehicle other than

∴ domestic gardening equipment used within the premises and

∴ pedestrian controlled gardening equipment used elsewhere

ii) any power-operated lift

iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes

iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991

h) in respect of any kind of pollution and/or contamination other than :

∴ caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule ; and

∴ Reported to us not later than 30 days from the end of the period of insurance

In which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

i) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises

j) if you are not entitled to indemnity under any other insurance, including but not limited to any horses or travel insurance, until such insurance(s) is exhausted

## **PART B**

**We will pay for**

**Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:**

∴ **Part A(I) of this section would have covered you had the award been made against you rather than to you**

∴ **There is no appeal pending**

∴ **You agree to allow us to enforce any right which we shall become entitled to upon making payment**

## **PART C**

**We will provide cover for;**

**Any amount you become legally liable to pay under Section 3 of the Defective Premises act 1972 or Article 5 of the Defective Premises ((Northern Ireland) Order 1975 in connection with any home previously owned or occupied by you**

**Limit of insurance**

We will not pay

In respect of other liability covered under section four

More than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing

Other than :-

- ∴ for any liability if you are entitled to indemnity under any other insurance
- ∴ for the cost of repairing any fault or alleged fault

## **Section 5 – Valuables and Personal Possessions**

**This insurance covers**

**Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule**

Other than :-

- a) for damage caused by moth, vermin, wear and tear or gradually operating cause
- b) for damage from electrical or mechanical faults or breakdown
- c) any amount over £1,000 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage to guns caused by rusting or bursting of barrels
- f) for breakage of any sports equipment whilst in use
- g) for any loss or damage to contact, corneal or micro corneal lenses
- h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision
- i) the first £50 of every claim in respect of unspecified items
- j) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule
- k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant

**Conditions that apply to section five (valuables and personal possessions) only**

**How we deal with your claim**

1. **We will at our option repair, replace or pay for any article lost or damaged.**
2. **If any insured item consist of articles forming a pair or set with an insured value of £1,000 or over:**
  - ∴ **We will not pay for the cost of replacing any undamaged article forming part of such pair or set**
  - ∴ **We will not pay more than a proportion of the insured value of such a pair or set**

**Your sum insured**

3. **If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim**

**For example if your sum insured only represents one half of the total value of the unspecified items we will only pay one half of the cost of repair or replacement**

**However, if personal possessions are lost or damage away from home we will not take into account the value of personal possessions in the home at the time of such loss or damage.**

**Limit of insurance**

**We will not pay more than the sum(s) insured shown in the schedule**

## **Section 6 – Domestic Freezer Cover**

**The following cover applies only if the schedule shows that it is included**

**Section two of this insurance extends to cover**

**The cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contamination by re Fridgeration fumes**

Other than :-

- a) for the loss or damage caused by any electricity or gas company cutting off or restricting your supply
- b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action

Limit of insurance

We will not pay more than the sum insured shown in the schedule

### **Section 7 – Pedal Cycle Cover**

The following cover applies only if the schedule shows that it is included

Section two of this insurance extends to cover the following

The cost of repairing or replacing your pedal cycle following:

- ~ Theft or attempted theft
- ~ Accidental damage

Anywhere in the United Kingdom

Other than :-

- a) for loss or damage to:

- ~ tyres
- ~ lamps
- ~ accessories

unless the cycle is stolen or damaged at the same time

- b) for loss or damage due to wear and tear or any gradually operating cause
- c) for damage from mechanical or electrical faults or breakdown
- d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used for other than for private purposes
  
- e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft

Limit of insurance

We will not pay more than the sum insured shown in the schedule.

### **Section 8 – Money and Credit Card Cover**

The following cover applies only if the schedule shows that it is included

Section five of this insurance extends to cover the following:

- ~ Theft or accidental loss of money any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)  
Within the geographical limits shown in the schedule, provide that
- ~ Within 24 hours of your discovery any loss or theft, you have notified the police and in the case of credit card(s), the card issuing company; and
- ~ You have complied with all other conditions under which your credit card(s) were issued to you

Other than :-

- a) to make up any shortage due to error or omission
- b) for loss of value
- c) the first £50 of every claim

Limit of insurance

We will not pay more than the sum(s) insured shown in the schedule

## Endorsements

The following clauses apply only if they are mentioned in the schedule.

- 1. Hotel and Motel Clause**  
This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms
- 2. Alarm Clause**  
This insurance does not cover theft:  
~ When you have left the premises without an authorised occupant, or  
~ at night  
unless:
  - a) at all such times the intruder alarm has been put into full and effective operation, and
  - b) the intruder alarm is kept in good working order throughout the period of insurance under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).
- 3. Safe Clause**  
This insurance does not cover theft of jewellery from the home unless the jewellery is kept in a locked safe whilst not being worn
- 4. Keys Clause**  
This insurance does not cover theft of jewellery from safe(s) unless you have removed the keys of the safe(s) from the home while you are absent from the premises.
- 5. Climatic Conditions Clause**  
This insurance does not cover the loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.
- 6. Musical Instrument Clause**  
This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.
- 7. Theft limitations Clause**  
This insurance does not cover theft or attempted theft from the home other than as a result of violent and forcible entry
- 8. Non-standard Construction Clause**  
It is agreed that the private dwelling of the home is not of standard construction
- 9. Minimum Security Clause**  
This insurance does not cover theft from the private dwelling of the home unless the undernoted minimum protections are fitted.  
**External Doors:** 5 Lever Mortice Deadlocks (conforming to British Standard 3621)  
**Patio Doors:** In addition to a central locking device, key operating bolts to top and bottom opening sections  
**Windows:** Key operated security locks to all ground floor and other accessible windows
- 10. Subsidence, Heave or Landslip Exclusion Clause**  
Subsidence or heave of the site upon which the buildings stand or landslip as shown in number 9 of section one and two is not covered by this insurance
- 11. Flood Exclusion Clause**  
Section one (buildings) and section two (contents) of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of sections one and two
- 12. Contractors Exclusion Clause**  
This insurance does not cover loss, damage or liability arising out of the activities of contractors
- 13. Index-linking Clause**  
The sums insured in section one (buildings) and section two (contents) will be indexed each month in line with the following:  
  
Section one (buildings) : The House Rebuilding Costs Index issued by the Royal Institute of Chartered Surveyors  
  
Section two (contents) : The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us.
- 14. Business-use Extension Clause**  
In return for the payment of an extra premium section four A(I) extends to include your legal liability, as defined in that section, for using the home for the business purposes which are detailed in the schedule. However, we

will not cover any liability arising out of advice given or services rendered in respect of your profession, occupation or business or employment.

**15. Thatch Clause**

It is your duty to ensure that:

- ~ All chimneys to solid fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
- ~ All old thatch and thatching is burnt at a distance of more than 100 metres from the premises
- ~ No naked flames or tools producing naked flames be present in the attic or loft space at any time.

If you fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

**16. Stamp Clause**

We will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged

**17. Your Bank or Building Societies Interest Clause**

The rights of the bank or building society who provided your mortgage will not be affected by anything you do to increase the risk of loss or damage to the home provided that they were unaware of such action. The bank or building society must write and tell us as soon as they become aware of any action you have taken to increase the risk of loss or damage. They may also have to pay an extra premium which you will have to repay them.

**18. Protections Clause**

It is your duty to ensure that all protections provided for the security of the home and contents:

- ~ are maintained in good working order, and
- ~ are in full and effective operation whenever you are absent from the premises

If you fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

**19. Unattended Vehicles Clause**

This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

**20. Monthly Payment Clause**

It is understood and agreed that this policy runs from month to month and that continuation of cover is dependent upon your paying the premium for each month's cover. We will normally only review your premium once per annum.

**21. Legal Fees Endorsement Clause**

This policy includes Legal Protection Cover in accordance with the enclosed policy document.

**22. Accidental Damage Clause**

In consideration of the additional premium paid hereon it is agreed that Section 1 has been extended to include Accidental Damage cover.

**23. Accidental Damage Clause**

In consideration of the additional premium paid hereon it is agreed that Section 2 has been extended to include Accidental Damage cover.

**24. Flat Roof Clause**

It is a warranty of this policy that the flat roof has been inspected and repaired where necessary no earlier than 24 months prior to inception. It is further warranted that future inspections and repair, renovation and replacement where necessary will take place at no greater than five year intervals with full records of inspections and works retained for our inspection. This warranty is precedent to any liability for claims relating to the flat roof.

**25. Date Change Clause**

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change in the year 2000 or any other date change.

**26. £50 Excess Clause**

A £50 Excess shall apply to all claims under Sections 1 and 2 of this Insurance.

**27. £100 Excess Clause**

A £100 Excess shall apply to all claims under Sections 1 and 2 of this Insurance.

## **COMPLAINTS PROCEDURE** **& REGULATORY INFORMATION**

Towergate Underwriting Let Property is an Insurance Intermediary. Towergate Underwriting Let Property offers this policy only in respect of this class of business. No comparison is made by Towergate Underwriting Let Property to other insurance products that may be available from other companies.

### Step One - initiating your complaint:

It is the intention to give you the best possible service but if you do have any questions or concerns about this Insurance or the handling of a claim you should in the first instance contact:

Complaints Manager, Towergate Underwriting Let Property, The Octagon, Middleborough, Colchester, CO1 1TG

Tel: 01206 773540

Fax: 0844 7368344

Email: tulpenquiries@towergate.co.uk (marked 'complaint')

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

### Step Two - if you remain dissatisfied:

If your complaint is one of the few that cannot be resolved by this stage write to RSA Customer Relations who will conduct a separate investigation and full review which will be concluded by the issue of a final response letter:

RSA Customer Relations

Customer Relations Office,

Royal & Sun Alliance Insurance plc

Bowling Mill

Dean Clough Industrial Park

Halifax

HX3 5WA

Tel: 0800 107 6160

Fax: 01422 325146

Email: crt.halifax@uk.rsagroup.com

### Step Three - beyond RSA:

If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone (0845) 080 1800 Fax (020) 7964 1001

Please note You have 6 months from the date of our final response in which to refer to Your complaint to the FOS.

Referral to the FOS will not affect Your right to take legal action against us.

### Important Note

The Ombudsman can only consider Your complaint if You have already given Us the opportunity to resolve it.

### Compensation Scheme

Royal & Sun Alliance Insurance plc, Allianz Insurance plc and Groupama Insurance Company plc are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.