

POLICY WORDING

Premier Executive Policy





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Introduction

This certificate of insurance, **the schedule** and any **endorsement** applying to this certificate forms **your** Premier Executive policy documents. 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 what it does not cover.
- **You** understand **your** own duties under each Section and under the insurance as a whole.

Please contact **Towergate Private Clients** immediately if this documentation is not correct or if **you** would like to ask any questions.

Towergate Private Clients
Downsview House
141 – 143 Station Road East
Oxted
Surrey
RH8 0QE

Telephone: 0344 892 6212
Email: privateclients@towergate.co.uk
www.towergateinsurance.co.uk

Janice Deakin
CEO Insurance Broking
For and on behalf of Towergate Private Clients

Your policy is arranged by Towergate Private Clients which is a trading name of Towergate Underwriting Group Limited.

Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN Registered in England number 4043759

This insurance has been arranged by Towergate Private Clients and is underwritten by Certain Underwriters at Lloyd's.

Towergate Underwriting Group Limited is authorised and regulated by the Financial Conduct Authority. Lloyd's Underwriters are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the Financial Conduct Authority's register by visiting their website at www.fca.org.uk/register or by contacting them on 0845 606 1234.

Insurance Agreement

In return for payment of 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 of insurance** shown in **the schedule**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form or declaration. It is important that this information has been provided honestly and, having taken reasonable care to the best of **your** knowledge answer all the questions honestly. The proposal and declaration signed by **you** or the Statement of Facts are incorporated into this insurance. If **we** find out during the **period of insurance** that any of the information or statements made have been incorrectly given, **your** policy may be cancelled, or a claim rejected or not fully paid.

The insurance relates ONLY to those Sections of the certificate which are shown in the schedule as being included.

The liability of an **Insurer** under this contract is several and not joint with other **Insurers** party to this contract. An **Insurer** is liable only for the proportion of liability it has underwritten. An **Insurer** is not jointly liable for the proportion of liability underwritten by any other **Insurer**. Nor is an **Insurer** otherwise responsible for any liability of any other **Insurer** that may underwrite this contract. The proportion of liability under this contract underwritten by an **Insurer** (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an **Insurer**. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other **Insurer** that may underwrite this contract.

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular where the circumstances so require this should be read as a reference to contracts in the plural.

The written authority (which number is shown in **the schedule**) allows Towergate Underwriting Group Limited trading as **Towergate Private Clients** to sign and issue this certificate on behalf of underwriters whose syndicate numbers are given in the authority.



How to Use Your Premier Executive Policy

Your Policy

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the Policy.

What Cover is Included?

The Policy is divided into a number of different Sections. To find which Sections are in force **you** should check **your schedule** the document enclosed with the Policy.

The schedule also tells **you** how much **you** are **insured** for under each Section.

If You Have a Problem

If **you** have a problem regarding this Policy **you** should, in the first instance, contact **your** insurance adviser or, if **you** wish, contact **us: Towergate Private Clients**, Downsview House, 141-143 Station Road East, Oxted, Surrey, RH8 0QE or telephone us on 0344 892 6212 or email: privateclients@towergate.co.uk.

Changes to Your Information

Your Policy has been based on the information which **you** have given **us**, about **you** and **your** circumstances. **You** must tell **us** immediately if there are any changes to this information. If **you** are not sure what changes are relevant please contact **us** for confirmation. Please note that if **you** do not tell **us** about changes to **your** information, **your** policy may be cancelled or **your** claim rejected or not fully paid. Further guidance is provided in the **Tell Us About Changes** pages of this policy.

Your Duty in Relation to the Questions Asked

In arranging **your** insurance both **we** and the **Insurers** will ask a number of questions which **you** are required to answer. Please take reasonable care to answer all the questions honestly, to the best of **your** knowledge, providing full answers and relevant details. If **you** do not answer the questions honestly or to the best of **your** knowledge then **your** policy may be cancelled or **your** claim rejected or not fully paid.

Cancellation Rights

You have the right to cancel **your** policy within 14 days either from the day of purchase or renewal of the policy or the day on which **you** receive **your** policy or renewal documentation, whichever is the later.

If **you** wish to do so and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to do so and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period **you** have received cover. However, where a claim has been made no refund or credit premium will be due. To exercise **your** right to cancel please contact **your** Insurance Adviser or **us: Towergate Private Clients**, Downsview House, 141-143 Station Road East, Oxted, Surrey, RH8 0QE or telephone **us** on 0344 892 6212 or email: privateclients@towergate.co.uk

If **you** do not exercise **your** right to cancel **your** policy will continue in force and **you** will be required to pay the premium.

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Non-payment of premium.
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property).
- There is a change in risk occurring which **we** are unable to insure.
- Non-cooperation or failure to supply any information or documentation **we** reasonably request.
- **We** establish that **you** have provided **us** with incorrect information.
- **You** breach any terms and conditions of **your** policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given. This will not affect **your** right to make a claim for any event that happened before the cancellation date.



Definitions

Wherever the following words or phrases appear in this document they will have the meaning shown below:

Antiques	Antique furniture.
Bodily Injury	Bodily injury includes death or disease.
Buildings	<ol style="list-style-type: none">1. The home and its decorations.2. Fixtures and fittings attached to the home.3. Swimming pools, tennis courts, drives, paths, terraces, patios, ornamental ponds, fountains, walls, gates, fences and hedges, fuel storage tanks and septic tanks and all pipes, drains and cables serving the home, which you own or for which you are legally responsible within the premises shown in the schedule.
Contents	<ol style="list-style-type: none">1. General contents.2. Specified antiques, fine art, gold and silver and personal property. <p>Contents does not include:</p> <ol style="list-style-type: none">1. any living creature.2. aircraft, motor vehicles (other than domestic gardening equipment, vehicles used by the disabled or golf carts which are not required to be registered for road use), caravans, trailers or watercraft (or their accessories and ancillaries).3. any part of the buildings or property insured under any other insurance.4. any property held or used for business purposes.
Credit Card(s)	Credit cards , charge cards, debit cards, bankers cards and cash dispenser cards.
Damage	Physical damage or destruction.
Endorsement(s)	A variation to the terms and conditions of this insurance.
Excess	The amount shown in the schedule you have to bear in respect of certain claims.
Fees	<ol style="list-style-type: none">1. Professional Fees, Architects, Surveyors, Consulting Engineers and other legal fees necessary to repair, rebuild, reinstate or replace the buildings.2. The cost of removing debris, demolishing, shoring up or propping up of the damaged parts of the buildings. Our consent is required before such costs are incurred unless immediate action is necessary in the interests of safety.3. Any additional costs to comply with any Government or Local Authority requirements or regulations.
Fine Art	Paintings and other works of art, statues, sculptures, porcelain, pottery, glass, books, medals, stamp, coin or note collections and rugs.



Definitions

General Contents	<ol style="list-style-type: none">1. Household goods, tenants fixtures and fittings, outdoor property, deeds and other personal documents, television and radio aerials, externally fixed satellite dishes, their fittings and masts while fixed to the home.2. Unspecified antiques, fine art, gold and silver and personal property.3. Money.
Gold and Silver	Articles made from precious metals and/or stones, gold and silver, gold and silver plated items. Gold and silver does not include jewellery .
Heave	Upward movement of the ground beneath the buildings as a result of soil expanding.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises .
Identity Fraud	Someone or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act or a series of acts against you by one person or group of people is considered to be one identity fraud .
Jewellery	Jewellery includes watches subject to a maximum single item limit £5,000 unless specified.
Landslip	Downward movement of sloping ground.
Loss	Physical loss .
Money	<ol style="list-style-type: none">1. Current legal tender, cheques, postal and money orders.2. Postage stamps not forming part of a stamp collection.3. Savings stamps and savings certificates, travellers cheques.4. Premium bonds, luncheon vouchers and gift tokens. All held for private or domestic purposes.
Occupant	A person or persons authorised by you staying in the home overnight.
Outdoor Property	Property suitable to be left out of doors.
Period of Insurance	The period shown in the schedule for which you have paid and we have accepted a premium.
Personal Property	Jewellery , furs, guns, personal effects normally carried about the person, baggage, clothing, photographic equipment, portable musical instruments, sports equipment, spectacles, mobile phones, pedal cycles and vehicles used by the disabled or golf carts which are not required to be registered for road use, all of which belong to you . Personal Property does not include contact and corneal lenses or hearing aids unless shown as covered in the schedule .



Definitions

Premises	The address shown in the schedule .
Restricted Cover	The cover provided in respect of buildings and/or contents if restricted cover is shown as operative in the schedule or in any other part of this insurance.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction.
Standard Construction	Built of brick, stone, concrete or slate and roofed with slates, tiles, concrete, asphalt or any incombustible material and having not more than 20% of the roof surface constructed of flat felt or bitumen roofing.
Subsidence	Downward movement of the ground beneath the buildings other than by settlement .
Sum Insured	<ol style="list-style-type: none">1. The amount:<ol style="list-style-type: none">a. shown in the schedule against each Section and/or item together with adjustments for index linking where applicable; orb. any specific amounts shown in this insurance.2. The maximum we will pay for claims arising out of one event.
The Schedule	The part of this insurance which gives details of the insured , the property covered, sum insured , the period of insurance , endorsements which apply and the amount of any excess you will have to bear.
Towergate Private Clients	Towergate Private Clients which is a trading name of Towergate Underwriting Group Limited.
United Kingdom	Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
Unoccupied	When the home is left without an occupant for more than 60 consecutive days.
We/Us/Our/Insurer(s)	Various Underwriters at Lloyd's whose names and the proportions underwritten by them will be supplied if requested except for the Home Emergency Assistance and Legal Helpline which is provided by DAS Legal Expenses Insurance Company Limited.
You/Your/Insured	The person(s) named in the schedule as the insured and all members of their family and domestic partner(s) permanently residing with them.



Making a Claim and Claims Conditions

The following conditions apply to this insurance as a whole.

Naturally, **we** hope that **you** won't have any accidents or misfortune, but if **you** do, the following procedure should be followed.

First of all, check **your** schedule and the relevant Section in the policy to make sure that the **loss** or **damage** is covered. Read carefully any exceptions or conditions that may apply and refer to "**Your Duties**" outlined below. Please remember that this insurance does not cover **loss** or **damage** which has been caused purely by wear and tear - it is not a maintenance contract.

If **you** wish to make a claim, please contact

Towergate Private Clients
Downsview House
141 – 143 Station Road East
Oxted
Surrey
RH8 0QE

Tel: 0345 600 5911

Or email **us** at lds.pclaims@towergate.co.uk

You will be asked for the policy number stated on **your** schedule.

Towergate Private Clients will take full details of **your** claim and let **you** know what **you** need to do next. In some cases, this may mean the involvement of an independent **loss** adjuster who will make sure that **your** claim is settled satisfactorily.

Your Duties

In the event of a claim or possible claim under this insurance **you** must:

1. notify **Towergate Private Clients** as soon as possible giving full details of what has happened.
2. provide **Towergate Private Clients** with details of what has happened within 30 days of discovering the **loss** or **damage** and provide any other information **we** may require.
3. forward to **Towergate Private Clients** within three days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. not admit liability or offer or agree to settle any claim without **our** written permission.
6. provide **us** with evidence of value or age (or both) for all items involved in a claim.
7. not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
8. take all steps to minimise any **loss, damage** or **bodily injury**.

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:

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

2. Other insurance

We will not pay for 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 had this insurance not been effected. This clause does not apply to fatal injury (Item 11 on Page 13).

3. Fraudulent claims

You must not act in a fraudulent manner.

If **you** or anyone acting with **you**:

- a. makes a claim under this insurance knowing the claim to be false or fraudulently exaggerated in any respect; or
- b. makes a statement in support of a claim knowing the statement to be false in any respect or submits a document in support of a claim knowing the document to be forged or false in any respect; or
- c. makes a claim in respect of any **loss** or **damage** caused by **your** wilful act or connivance.

Then **we**:

- i. shall not pay the claim.
- ii. shall not pay any other claim which has been or will be made under this insurance.
- iii. may at **our** discretion declare the insurance void.
- iv. shall be entitled to recover from **you** the amount of any claim already paid under this insurance since the last renewal date.
- v. shall not return any premium.
- vi. may inform the Police of the circumstances.



The Cover Provided

SECTION 1 – Buildings

What is Covered

1. The **buildings** are covered for **loss** or **damage** caused by external and visible means unless shown as not covered below.
2. **Fees** following **loss** or **damage** as covered under this Section.

What is Not Covered

1. **Damage** to gates, fences and hedges caused by storm or flood.
2. **Loss** or **damage** caused by:
 - a. wear, tear or gradual deterioration.
 - b. electrical or mechanical breakdown or derangement.
 - c. defective design, workmanship or defective materials.
 - d. rot, mildew, rust, corrosion, insects or vermin.
 - e. chewing, tearing, scratching or fouling by domestic pets.
 - f. shrinkage, expansion, warping or condensation.
3. **Damage** caused by **subsidence, heave** or **landslip** of the site on which the **buildings** stand:
 - a. to swimming pools, terraces, drives, paths, tennis courts, walls, patios, gates or fences unless the **home** is damaged by the same cause at the same time and by the same event.
 - b. occurring while the **buildings** are being demolished, structurally altered or repaired.
 - c. caused by normal **settlement**, shrinkage, expansion, collapsing or cracking.
 - d. caused by defective design, defective workmanship or defective materials.
 - e. caused by coastal erosion.
 - f. for which compensation has been provided or would be provided but for the existence of this insurance under any contract, legislation or guarantee.
 - g. to solid floors unless the walls of the private dwelling are damaged by the same cause at the same time and by the same event.
4. **Damage** caused by frost to swimming pools, tennis courts, drives, paths, terraces, patios, ornamental ponds, fountains, walls, gates, fences and hedges.
5. **Damage** caused by or contributed to by or arising from any kind of pollution and/or contamination.
6. **Loss** or **damage** occurring when **your home** is left **unoccupied** without an **occupant** for more than 60 consecutive days caused by:
 - a. theft or attempted theft or any person taking part in riot, violent disorder, civil commotion, labour or political dispute, malicious acts or vandalism unless:
 - i. all devices for the security of the **home** are in full and effective operation and
 - ii. the **home** is inspected at least every two weeks by a responsible person
 - b. escape of water from and frost **damage** to any fixed domestic water or heating installation between 1st November and 31st March both days inclusive, annually, unless either:
 - i. the water supply is switched off at the mains and the entire water system and central heating system is drained of all water; or
 - ii. if the water supply is left switched on:
 - where the entire **home** has the benefit of a gas or oil fired central heating system fitted with automatic controls and a separate thermostat, the system is set to operate continuously for 24 hours of each day (not controlled by a timing device), and the thermostat set at not less than 10°C/50°F and, where fitted, the loft hatch door is left open; or
 - where a system as described above is installed and is additionally fitted with a “frost stat” in the loft area that is designed and installed to override all other heating controls irrespective of their functional status then this may be set to operate at not less than 4°C/39°F.
7. **Loss** or **damage** occurring when any part of the **home** is lent, let or sublet to anyone other than **your** relatives except to the extent shown in the **Restricted Cover** detailed on page 15 of this insurance.
8. **Fees** for preparing or estimating **your** claim:
 - a. relating to parts of the **buildings** not damaged.
 - b. to comply with Government or Local Authority requirements or regulations notified to **you** before the **damage** occurred.



The Cover Provided

Extensions to Cover

1. Alternative accommodation and rent

Following **loss** or **damage** by a cause covered by this Section of the insurance **we** will pay, up to a maximum of 35% of the **sum insured** for **buildings**, for the additional costs of providing alternative accommodation or for the rent payable whilst the **home** remains unfit to live in.

2. Trees and plants

We will pay, up to a maximum amount of £5,000 any one claim and in total if both Section 1 and Section 2 of this insurance are operative, for **loss** of or **damage** to trees, plants and shrubs caused by:

- a. fire, lightning, explosion, theft or attempted theft, any person taking part in violent disorder, riot, civil commotion, strike, labour or political dispute, vandalism or malicious acts.
- b. collision by animals or vehicles or articles falling therefrom.

We will not pay for **loss** or **damage** specifically excluded elsewhere in this insurance.

3. Loss of metered water

We will pay, up to a maximum of £1,000 any one claim and in total if both Section 1 and Section 2 of this insurance are operative, for **loss** of metered water following **damage** to the domestic water or heating installation.

4. Cover during sale

Following exchange of contracts for the sale of the **home** the buyer shall have the benefit of the protection given by this insurance until the date of completion or the insurance ends whichever occurs first unless there is another insurance in force.

5. Trace and access

We will pay, costs **you** have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation; up to a maximum amount of £10,000 in total.

6. Emergency access

We will pay for **damage** to **your home** caused by forced access by the emergency services to deal with a medical emergency or to prevent **insured damage** to **your home**.

How We Deal with Your Claim

1. If **your** claim is covered under this Section **we** will pay the full cost of repair less the appropriate **excess** as long as:
 - a. the **buildings** were in a good state of repair immediately prior to the **loss** or **damage** and
 - b. the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
 - c. the **loss** or **damage** has been repaired or 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 **buildings** 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 specific part.

Your Sum Insured

1. **We** will not reduce the **sum insured** if a claim occurs providing **you** agree to implement any requirements **we** put forward to prevent further **loss** or **damage** to the **buildings**.
2. If **you** are underinsured, which means the cost of rebuilding the **buildings** at the time of **loss** or **damage** is more than the **sum insured** for the **buildings**, then **we** will only pay a proportion of the claim. For example, if the **sum insured** only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.
3. The **sum insured** on **buildings** will be adjusted monthly in line with the House Building Cost Index prepared by the Royal Institution of Chartered Surveyors.

No additional premium will be charged for these adjustments between the renewal dates but the renewal premium will be calculated on the revised **sum insured**. The adjustment will continue after any **loss** or **damage** covered by this insurance has occurred if the repairs or reinstatement are done without delay.

Limit of Insurance

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



The Cover Provided

SECTION 2 – Contents

What is Covered

The **contents** and **personal property** are covered for **loss** or **damage** from any cause unless shown as not covered below whilst in the **home** or anywhere in the world.

What is Not Covered

1. **Loss** or **damage** caused by:
 - a. wear, tear or gradual deterioration.
 - b. electrical or mechanical breakdown or derangement.
 - c. defective design, defective workmanship or defective materials.
 - d. rot, mildew, rust, corrosion, insects, vermin.
 - e. shrinkage, expansion, warping or condensation.
 - f. any process of dyeing, cleaning, repair or renovation.
 - g. chewing, tearing, scratching or fouling by domestic pets.
 2. **Loss** or **damage** occurring when **your home** is left **unoccupied** for a period of 60 consecutive days caused by:
 - a. theft or attempted theft or any person taking part in riot, violent disorder, civil commotion labour or political dispute, malicious acts and vandalism unless:
 - i. all devices for the security of the **home** are in full and effective operation and
 - ii. the **home** is inspected at least every two weeks by a responsible person.
 3. **Loss** or **damage** occurring when any part of the **home** is lent, let or sublet to anyone other than **your** relatives other than the **restricted cover** as detailed on page 15 of this Insurance.
 4. Breakage of strings, reeds, or drumheads, in respect of musical instruments.
- b. escape of water from and frost **damage** to any fixed domestic water or heating installation between 1st November and 31st March both days inclusive, annually, unless either:
 - i. the water supply is switched off at the mains and the entire water system and central heating system is drained of all water; or
 - ii. if the water supply is left switched on:
 - where the entire **home** has the benefit of a gas or oil fired central heating system fitted with automatic controls and a separate thermostat the system is set to operate continuously for 24 hours of each day (not controlled by a timing device) and the thermostat, set at not less than 10°C/50°F and, where fitted, the loft hatch door is left open; or
 - where a system as described above is installed and is additionally fitted with a “frost stat” in the loft area that is designed and installed to override all other heating controls irrespective of their functional status then this may be set to operate at not less than 4°C/39°F.

Limits

Unless otherwise shown in **the schedule** or more specifically covered or excluded elsewhere in this insurance **we** will not pay more than the following amounts for any one claim.

Fine art and antiques	£15,000	any one article, pair or set.
Gold and silver	£5,000	any one article, pair or set but we will not pay more than 10% of the general contents sum insured in all for any one claim.
Outdoor property whilst in the open but within the boundary of the home	£5,000	in all.
Personal property whilst away from the home		
1. Pedal cycles (unspecified)	£1,500	any one pedal cycle.
2. Mobile phones	£750	any one mobile or portable phone.
3. Other personal property	£5,000	any one article, pair or set but we will not pay more than 10% of the general contents sum insured or £5,000 which ever is the least, in all for any one claim.
Loss caused by theft of contents from detached outbuildings or garages	£10,000	or 10% of the sum insured on general contents , whichever is the least in all for any one claim.
Money	£1,000	in all.

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



The Cover Provided

How We Deal With Your Claim

If **your** claim is covered under this Section **we** will deal with **your** claim as follows:

For **contents** other than **fine art, antiques, gold and silver** and **personal property**.

We will, at **our** option, pay the cost of reinstating, replacing or repairing the lost or damaged article(s) or pay up to the **sum insured** less the appropriate **excess**.

We will not pay the cost of repairing or replacing any undamaged part(s) of the **contents** forming part of a pair, set, suite or part of a common design or function when the **loss** or **damage** is restricted to a clearly defined area or to a specific part.

For **fine art, antiques, gold and silver**

In the event of:

1. the total **loss** or destruction of an article **we** will pay the market value of the article immediately prior to the **loss** or destruction but not more than the **sum insured** on the article less the appropriate **excess**.
2. partial **damage** to an article **we** will pay up to the **sum insured** less the appropriate **excess**, for the cost of repair or restoration of the article and any residual depreciation in value.

For Personal Property

We will, at **our** option, pay the cost of reinstating, replacing or repairing the lost or damaged article(s) or pay up to the **sum insured** less the appropriate **excess**.

In settling claims **we** will make a deduction for wear and tear for clothing, household linen or pedal cycles which are more than three years old.

Your Sum Insured

1. **We** will not reduce the **sum insured** if a claim occurs providing **you** agree to implement any recommendations **we** put forward to prevent further **loss** or **damage**.
2. If **you** are underinsured, which means the cost of replacing or repairing the **contents** at the time of the **loss** or **damage** is more than the **sum insured** for the **contents**, then **we** will only pay a proportion of the claim.

For example if the **sum insured** only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
3. The **sum insured** on **general contents** will be adjusted at the end of each month by the percentage change in the general index of retail prices or its equivalent. No additional premium will be charged for these adjustments between the renewal dates but the renewal premium will be calculated on the revised **sum insured**.

Extensions to Cover

1. **Personal property** and **money** away from the **home**.

We will pay for **loss** or **damage** to **personal property** and **money** away from the **home** anywhere in the world.

We will not pay for:

- a. **loss** of **jewellery, money**, photographic, video or computer equipment from handbags, briefcases or luggage unless carried by hand and under **your** personal supervision.
- b. **loss** caused by theft of:
 - i. **money, jewellery**, photographic, video or computer equipment, mobile or portable telephones from an unattended motor vehicle, caravan or trailer unless such items are secured in a locked and concealed luggage boot or compartment or locked glove compartment. The most **we** will pay is £2,000 in all.
 - ii. pedal cycles and accessories whilst away from the **home** unless the pedal cycle was securely locked to an immovable object or in a securely locked building.
- c. **loss** or **damage** from any cause specifically excluded elsewhere in this insurance.
- d. breakage of strings, reeds, or drumheads, in respect of musical instruments.

2. **New purchases**

We will insure new purchases, wedding gifts and gifts for religious festivals, under this Section for up to £25,000 in total provided **you** notify **us** within 60 days of the date of purchase or receipt and **you** pay any additional premium due.

3. **Household removal**

We will pay for **loss** of or **damage** to **contents** in the course of removal directly from **your home** to a new **home** anywhere within the **United Kingdom** or whilst temporarily removed from the **home** for cleaning, repair or renovation anywhere within the **United Kingdom**.

We will not pay for:

- a. **loss** or **damage** from any cause specifically excluded elsewhere in this insurance.
- b. **loss** or **damage** caused by storm or flood to or theft of **contents** left in the open.
- c. **damage** to brittle articles, glass and porcelain unless professionally packed for removal.



The Cover Provided

4. Alternative accommodation and rent

Following **loss** or **damage** by a cause covered by this Section **we** will pay, up to a maximum of 35% of the **sum insured** for **contents**, for the additional cost of providing alternative accommodation or for the rent payable whilst the **home** remains unfit to live in.

5. Frozen foods

We will pay for spoilage of food in **your** freezer or refrigerator caused by:

- accidental breakdown or failure of the freezer or refrigerator, or
- the escape of refrigerant fumes; or
- accidental failure of the electricity or gas supply but not if the failure is the result of the deliberate act of any power supply authority, a strike, lockout or industrial dispute.

6. Locks and keys

We will pay for replacing locks and/or keys to external doors, windows, safes or alarms of the **home** if the keys are lost or stolen. The **excess** specified in **the schedule** does not apply to this item.

7. Credit cards

We will pay up to £5,000 in respect of each of **your credit cards** and up to £10,000 in total for any amount lost as a result of unauthorised or fraudulent use of **your credit cards**.

We will not pay a claim:

- unless **you** report the **loss** of the **credit card** to the appropriate company and the police within 24 hours of discovering that the **credit card** has been lost.
- caused by theft of a **credit card** from an unattended motor vehicle, caravan or trailer.
- arising as a result of **you** failing to comply with all the terms and conditions with which the **credit card** was issued.

8. Reinstatement of personal deeds and documents

We will pay up to £1,000 for the cost of replacing, restoring or reconstructing **your** personal deeds and documents following **loss** or **damage**.

9. Loss of metered water

We will pay, up to a maximum of £1,000 any one claim and in total if both Section 1 and Section 2 of this insurance are operative, for **loss** of metered water following **damage** to the domestic water or heating installation.

10. Trees and plants

We will pay, up to a maximum of £5,000 any one claim and in total if both Section 1 and Section 2 of this insurance are operative, for **loss** of or **damage** to trees, plants and shrubs caused by:

- fire, lightning, explosion, theft or attempted theft, any person taking part in violent disorder, riot, civil commotion, strike, labour or political dispute, vandalism or malicious acts.
- collision by animals, vehicles or articles falling therefrom.

We will not pay for **loss** or **damage** specifically excluded elsewhere in this insurance.

11. Fatal injury

If **you** suffer a physical injury as a result of fire or violence by burglars in **your home** during the **period of insurance** and **you** die from the injury within 12 months, **we** will pay £15,000 for each adult who dies or £2,500 for anyone under 16 who dies.

12. Mobile phones – unauthorised calls

In the event of **loss** of a mobile phone **we** will pay up to £250 for:

- the cost of unauthorised calls following **loss** of the telephone.
- the cost of line rental following **loss** of the telephone.

We will not pay for **loss** not reported to the police and telephone service provider within 24 hours of discovery of the **loss** of the telephone(s).

13. Student effects

We will pay up to £5,000 for **loss** or **damage** to **personal property** belonging to the **insured** whilst living in halls of residence or rented accommodation whilst at college or university anywhere within the **United Kingdom**.

We will not pay for theft or attempted theft from shared accommodation unless forcible and violent means are used to gain entry.

14. Personal property of visitors and domestic staff

We will pay, up to a maximum of £1,000 any one claim, for the **personal property** belonging to **your** visitors and domestic staff who do not live in the **home**, against **loss** or **damage** occurring in the **home** during the **period of insurance**, provided there is no other more specific insurance in force at the time of **loss** or **damage**.

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

We will not pay for theft of **jewellery**.

We will not pay for theft or attempted theft from shared accommodation unless forcible and violent means are used to gain entry.



The Cover Provided

15. Identity fraud

We will pay for the following expenses **you** have to pay directly as a result of an **identity fraud**:

- a. Solicitor's **fees** to defend a claim against **you** by financial institutions, to remove incorrect judgements, to challenge a consumer credit rating or to witness **your** signature.
- b. The cost of sending letters by certified post and making telephone calls to the police, financial institutions and credit agencies.
- c. **Fees** charged when **you** re-apply for a loan that was originally rejected.
- d. **Your** lost earnings because **you** have to take time off work to talk to the police, financial institutions or credit agencies.

The most **we** will pay is £5,000 for any one incident of **identity fraud**.

We will not pay for any **identity fraud** connected with **your** business, profession or occupation.

16. Death of artist cover

We will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs 6 months prior to the date of the **loss** or **damage**. The maximum amount **we** will pay for any one piece of art is up to 200% of its **sum insured** and up to a £30,000 increase in total.

17. Emergency access

We will pay for **damage** to **your general contents** caused by forced access by the emergency services to deal with a medical emergency or to prevent **insured damage** to **your home**.



The Cover Provided

Restricted cover only applies when stated as operative in the schedule.

What is Covered	What is Not Covered
<p>Loss or damage directly caused by:</p>	
<p>1. Fire, lightning, explosion or earthquake. 2. Aircraft and other flying devices or items dropped from them. 3. Storm or flood. 4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes.</p>	<p>Loss or damage to gates, hedges and fences. Loss or damage: a. to swimming pools, ornamental ponds and fountains. b. caused by subsidence, heave or landslip other than as covered under Number 9 of this Restricted Cover.</p>
<p>5. Leakage of oil from any fixed domestic heating installation.</p>	
<p>6. Theft or attempted theft.</p>	<p>Loss or damage unless forcible and violent means are used to gain entry. Loss or damage whilst the home is unoccupied unless: a. all devices for the security of the home are in full and effective operation and b. the home is inspected at least every two weeks by a responsible person.</p>
<p>7. Collision by any vehicle or animal.</p>	
<p>8. Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.</p>	<p>Loss or damage whilst the home is unoccupied unless: a. all devices for the security of the home are in full and effective operation, and b. the home is inspected at least every two weeks by a responsible person.</p>
<p>9. Subsidence, heave or landslip of the site on which the buildings stand.</p>	<p>Loss or damage: a. to swimming pools, terraces, drives, paths, tennis courts, walls, patios, gates or fences unless the home is damaged by the same cause at the same time and by the same event. b. occurring while the buildings are being demolished, structurally altered or repaired. c. caused by normal settlement, shrinkage, expansion, collapsing or cracking. d. caused by defective design, defective workmanship or defective materials. e. caused by coastal erosion. f. for which compensation has been provided or would be provided but for the existence of this insurance under any contract, legislation or guarantee. g. to solid floors unless the walls of the private dwelling are damaged by the same cause at the same time and by the same event.</p>
<p>10. Falling trees, branches, telegraph poles or lamp posts</p>	<p>Loss or damage: a. caused by lopping, topping or felling on your own property. b. to gates, hedges or fences.</p>



The Cover Provided

SECTION 3 – Legal Liability

Part A – Your Legal Liability to the Public

This part of the insurance applies in the following way:

If only the **buildings** are covered, a. only applies.

If only the **contents** are covered, b. and c. only apply.

If both **buildings** and **contents** are covered, a., b. and c. apply.

What is Covered

We will indemnify **you**:

- a. as owner
- b. as occupier

for any amounts **you** become legally liable to pay for:

- i. **bodily injury**
- ii. **damage** to property

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

- c. as a private individual for any amounts **you** become legally liable to pay as damages for:
 - i. **bodily injury**
 - ii. **damage** to property

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

What is Not Covered

We will not indemnify **you** for any liability:

1. for **bodily injury** to **you**, any other permanent member of the **home** or any person who at the time of sustaining such injury is engaged in **your** service.
2. for **bodily injury** arising directly or indirectly from any communicable disease or condition.
3. arising out of any criminal or violent act to another person or property.
4. for **damage** to property owned by or in the charge or control of:
 - a. **you**.
 - b. any other permanent member of the **home**.
5. arising from any period of stay in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**.
6. arising directly or indirectly out of any profession, occupation, business or employment.

7. which **you** have assumed under contract and which would not otherwise have attached.
8. arising out of **your** ownership, possession or use of:
 - a. any mechanically propelled vehicle other than:
 - i. domestic gardening equipment
 - ii. vehicles for the disabled or golf carts
 but not whilst being used in circumstances where a certificate of insurance is required in accordance with any Road Traffic Acts.
 - b. any aircraft or water craft other than manually operated rowing boats, punts or canoes.
 - c. any animal other than horses and pets which are normally domesticated in the **United Kingdom** and are not designated as dangerous under the Dangerous Dogs Act 1991.
9. in respect of any kind of pollution and/or contamination other than:
 - a. 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** shown in **the schedule** and
 - b. is 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.
10. arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
11. if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

Part B – As Owner of Your Previous Home

What is Covered

We will indemnify **you** for any amounts **you** become legally liable to pay by virtue of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **home** owned and occupied by **you**.

What is Not Covered

We will not indemnify **you**:

1. for the cost of rectifying any defect or alleged defect.
2. if **you** are **insured** by a more recently issued or current policy.



The Cover Provided

Part C – For Your Liability as Tenant

This part only applies if the **contents** are covered.

What is Covered

We will indemnify **you** for any amounts **you** become legally liable to pay as tenant of **your home** following **damage** to the **home** as a result of:

1. causes 1 – 8 of the **restricted cover** detailed on page 15 of this insurance.
2. accidental **damage** to domestic fuel oil pipes, underground services pipes, cables, sewers and drains for which **you** are legally responsible.
3. accidental **loss** of or **damage** to fixed sanitary ware, mirrors or fixed glass in windows and doors.

What is Not Covered

We will not indemnify **you** for

1. liability arising:
 - a. whilst the **buildings** are **unoccupied**.
 - b. **loss** or **damage** caused by any person taking part in riot, violent disorder, civil commotion, labour or political disturbance, vandalism or malicious act in Northern Ireland.
 - c. out of any contract or agreement unless the liability would have existed without the contract or agreement.
2. the cost of maintenance and normal redecoration of the **home**.

Part D – For Your Liability to Domestic Employees

This part only applies if the **contents** are covered.

What is Covered

We will indemnify **you** for any amounts **you** become legally liable to pay as compensation and claimants costs and expenses as a direct result of **bodily injury** to any domestic employee arising directly from such employment happening during the **period of insurance** anywhere in the world.

What is Not Covered

We will not indemnify **you** for:

- a. **bodily injury** arising directly or indirectly:
 - i. from the use of a motor vehicle in the United States of America or Canada.
 - ii. from the use of a motor vehicle elsewhere whilst being used for racing, pacemaking or speedtesting.
 - iii. in the United States of America and/or Canada after the total period of stay has exceeded 60 days in any **period of insurance**.
 - iv. from any communicable disease or condition.
- b. punitive or exemplary damages awarded against **you**.

Part E – For Unrecovered Court Awards

This part only applies if the **contents** are covered.

What is Covered

We will pay for damages and taxed costs **you** have been awarded by a court in the **United Kingdom** for **bodily injury** or **damage** to property and which have not been paid to **you** within three months of the date of the award provided that:

1. had **your** position and that of the responsible party been reversed **you** would have been entitled to an indemnity in the terms of Part A(c) of this Section.
2. the judgement is not subject to an appeal pending.
3. **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

Limits of Liability

We will not pay more than the following amounts:

Part A, B and C	£5,000,000	in all in respect of pollution and/or contamination.
	£5,000,000	in all 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.
Part D	£10,000,000	in all 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.
Part E	£100,000	in all.



Home Emergency Assistance

SECTION 4 – Home Emergency Assistance

This section of your policy is underwritten by **DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH** Registered in England and Wales | number 103274 | Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You are protected by Europe's leading legal expenses insurer for Home Emergency Assistance.

How We Can Help

Before asking for help, please check that the problem is covered by this policy. It is important that **you** contact **our** assistance centre as soon as possible after the home emergency and within 48 hours of becoming aware of the problem. **Our** phone lines are open 24 hours a day, 365 days a year. Do not arrange for a contractor yourself, as **we** will not pay for this.

To claim under your policy, please phone us on 0800 294 2859 and state:

- **your** name and **your home** address including postcode;
- the nature of the problem.

When **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to help **you** as quickly as possible. **We** will tell **you** what to do next.

All phone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service you are agreeing to **us** recording **your** call. Please note that remote locations and bad weather may affect **our** normal standards of service.

When We Cannot Help

In a situation that could result in serious risk to **you** or substantial damage to **your home**, **you** should immediately contact the emergency services (fire, police or ambulance). If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on **0800 111 999**. If there is an emergency relating to a service such as water or electricity, **you** should also contact any company responsible for supplying the service.

We will pay a claim only if **we** have given **our** agreement and only if there is someone at **home** when **our** approved contractor arrives.

Financial Services Compensation Scheme:

We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk



Home Emergency Assistance

Definitions – applicable to Section 4 – Home Emergency Assistance

Wherever they appear in this policy, the following terms have the specific meanings given below.

Home	Your main home (having no more than 15 rooms) situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.
Insured person/people	You and any person who lives in or is staying at your home .
Main heating system	The main hot-water or central-heating system in your home . This includes pipes that connect components of the system but not cold-water supply or drainage pipes. It does not include any non-domestic heating or non-domestic hot-water systems or any form of solar heating.
Period of cover	The period for which we have agreed to cover you .
Plumbing and drainage	The cold-water supply and drainage system within the boundary of your home and for which you are legally responsible. This does not include: (a) pipes for which your water supply or sewerage company are responsible; (b) rainwater drains and soakaways.
We/us/our	DAS Legal Expenses Insurance Company Limited.
You/your	The person who has taken out this policy.

What is Covered by Section 4 – Home Emergency Assistance

- (a) **Your** policy covers **you** for **INSURED INCIDENTS** that are sudden, unexpected, and require immediate corrective action to:
- (i) prevent damage or further damage to **your home**;
 - (ii) make **your home** safe or secure; or
 - (iii) relieve unreasonable discomfort, risk or difficulty to an **insured person**.
- (b) **Your** policy covers **you** only if **you** have paid **your** premium. **We** agree to provide the insurance in this policy, subject to its terms, conditions and exclusions, as long as the **INSURED INCIDENT** happens during the **period of cover**.
- (c) **We** will pay up to £500 (including VAT) for the call-out charge, labour costs, parts and materials to provide help with an **INSURED INCIDENT**.
- (d) If **your home** remains uninhabitable overnight following an **INSURED INCIDENT**, **we** will pay up to £250 for hotel accommodation on a room-only basis for **insured people**.
- (e) If this policy does not cover the service **you** need, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and **your** supplier.



Home Emergency Assistance

Insured Incidents We Will Cover

- 1. PLUMBING AND DRAINAGE**
The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in your home.
- 2. MAIN HEATING SYSTEM**
Sudden failure to function of the **main heating system** in **your home**.
- 3. DOMESTIC POWER SUPPLY**
The failure of **your home's** domestic electricity, or domestic gas supply, but not the failure of the mains supply.
- 4. TOILET UNIT**
Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in complete loss of function of the only or of all toilets in **your home**.
- 5. HOME SECURITY**
Damage to, or the failure of, external doors, windows or locks which leaves **your home** insecure.
- 6. LOST KEYS**
The loss of the only available set of keys to **your home** if **you** cannot replace them, or gain normal access.

What is Not Covered by Section 4 – Home Emergency Assistance

- A claim following an **INSURED INCIDENT** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from any other related agreement.
- An incident or matter arising before the start of this policy.
- A claim where **your home** has been left unoccupied for 30 consecutive days.
- A claim where **we** have given instructions relating to the help **we** are providing and the **insured person** has not followed them.
- Costs incurred where **our** approved contractor has attended but **your home** was unoccupied.
- Costs incurred before an **insured person** has notified **us** of an **INSURED INCIDENT**.
- A claim arising from a deliberate act or omission by an **insured person**.
- A property that **you** rent or let or that **you** own that is not **your** main residence.
- Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for (such as servicing of heating and hot-water systems) and the replacement of parts that tend to gradually wear out or need regular attention.
- A claim for parts or labour if the equipment or facility is still under guarantee or warranty from the maker, supplier or installer.
- A claim relating to the failure of equipment or facilities that results from them being incorrectly installed, repaired, modified or maintained, or that is caused by a design fault that makes them inadequate or unfit for use.
- Damage caused gaining necessary access to, or in reinstating the fabric of, **your home**.
- A claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel source.
- Damage to boundary walls, gates, hedges, fences or outbuildings and damage that only affects garages.
- The malfunction or blockage of septic tanks, cess pits or fuel tanks.
- A claim arising from subsidence, landslip or heave.
- Homes** with more than 15 rooms.



Home Emergency Assistance

Condition Applicable to Section 4 – Home Emergency Assistance

Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **INSURED INCIDENT**.

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) maintain the **home** in a reasonable condition, carry out any inspections or services of fitting in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of the **home**;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) take reasonable steps to keep any amount **we** have to pay as low as possible.
- 2 **You** can cancel this policy by telling **us** within 14 days of taking it out; or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.
- 3 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
- 4 **We** will not pay for losses that are not directly covered by this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of an **INSURED INCIDENT**.
- 5 **We** will at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:
 - (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

- 6 **We** will not pay a claim covered under another policy. **We** will not pay a claim that would have been covered by another policy if this policy did not exist.
- 7 This policy will be governed by English law.

Data Protection

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address - please see page 27. Further detail of **our** Data Protection statement is also explained on page 26.

How to Make a Complaint

Should **you** be unhappy with the Service provided by DAS, details of How to Make a Complaint are explained on page 27.



Legal Helpline

The Legal Helpline service is provided by DAS Legal Expenses Insurance Company Limited.

DAS provide confidential advice over the phone on any personal legal issue, under the laws of any European country, the Isle of Man, Channel Islands, Switzerland and Norway.

The Legal advice helpline can be contacted on 0344 893 9011.

Exclusion

Any legal expenses incurred as a result of this advice are not covered.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (202106).

DAS Head and Registered Office:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274.

Website: www.das.co.uk

Complaints

Should **you** be unhappy with the service provided by DAS, details of How to Make a Complaint are explained on page 27.

Data protection

To provide and administer the legal advice service DAS must process **your** personal data (including sensitive personal data such as convictions) that are collected from **you** in accordance with their Privacy Policy. To do so, DAS may need to send **your** information to other parties, such as lawyers or other experts, insurance intermediaries or insurance companies. To give **you** legal advice, DAS may have to send information outside the European Economic Area. In doing this, DAS will comply with the Data Protection Act 1998. Unless required by law or by a professional body, DAS will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information DAS hold about **you**, please write to the Group Data Protection Controller at DAS Head Office address shown above.



General Conditions

The following conditions apply to this insurance as a whole.

1. Your duties

You must take all steps to prevent **loss, damage** or **bodily injury** and must maintain **your** property in a good state of repair.

2. Notifying us of changes

a. **You** must tell **Towergate Private Clients** immediately if:

- i. **you** stop using the **home** as **your** permanent private residence.
- ii. **you** regularly leave the **home** unattended other than for **your** normal job of work and holidays not exceeding 60 consecutive days.
- iii. **you** leave the **home** without an **occupant** for a period of more than 60 consecutive days.

When **we** receive this notice of a material change in circumstances **we** are entitled to consider making changes to the conditions of this insurance. Where **we** exercise this right **we** will inform **you** of the changes applicable.

b. **You** must tell **Towergate Private Clients** before **you** start any conversions, extensions or other structural work to the **home** that:

- i. changes the use of the **home** in any way; or
- ii. involves the external surfaces of the **home** being affected or changed; or
- iii. means **you** having to move out of the **home** for any period.

When **we** receive this notice of a material change in circumstances **we** are entitled to consider making changes to the conditions of this insurance. Where **we** exercise this right **we** will inform **you** of the changes applicable.

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

3. Maintaining the sum insured

The **sum insured** must be maintained at full value at all times.

The **sum insured** under each Section must be as follows:

- a. **buildings** – be sufficient to rebuild as new including the cost of **fees** and VAT.
- b. **general contents, outdoor property** and **personal property** – be sufficient to replace as new except for: clothing, household linen and pedal cycles which are more than three years old where an allowance for wear and tear should be made.
- c. **fine art, antiques** and **gold and silver** – represent the current market value.

4. Data Protection Act 1998

You should understand that any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

5. Law and jurisdiction applicable to this insurance

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

6. Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

7. Questions or concerns

If **you** have any questions or concerns about **your** policy or the handling of a claim, **you** should, in the first instance, contact **Towergate Private Clients**.



General Exclusions

The following conditions apply to this insurance as a whole.

1. Radioactive contamination and nuclear assemblies exclusion

We will not pay for:

- a. **loss** or destruction of or **damage** to any property whatsoever, or any **loss** or expenses whatsoever resulting or arising therefrom.
- b. any legal liability of whatsoever nature directly or indirectly caused by or contributed 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; or
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War exclusion

We will not pay for any **loss** or **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 usurped 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.

3. Existing and deliberate loss or damage

We will not pay for **loss** or **damage**:

- a. occurring before cover starts or arising from an event which occurred before cover starts.
- b. caused deliberately by **you**.

4. Indirect loss or damage

We will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

5. Electronic data

We will not pay for:

- a. **loss** or **damage** to any property whatsoever, or any **loss** or expenses whatsoever; or
- b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. computer viruses, erasure or corruption of electronic data; or
 - ii. the failure of any equipment to correctly recognise the time or date or change of time or date.

For the purposes of this exclusion “computer virus” means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

6. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

7. Biological and chemical contamination exclusion

We will not pay for:

- a. **loss** or destruction of or **damage** to any property whatsoever, or any **loss** or expenses whatsoever resulting or arising therefrom
- b. any legal liability of whatsoever nature
- c. **bodily injury** to any person

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:

- i. terrorism and/or
- ii. steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any persons(s) or organisation(s) involving:

- i. the causing, occasioning or threatening of harm of whatever nature and by whatever means.
- ii. putting the public or any Section of the public in fear.

in circumstances in which it is practical to conclude that the purpose(s) of the persons(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.



Helpful Information

Hints on Protecting Your Home

Fire

Smoke detectors save lives, protect **your home** and family. These sense the smoke from developing fires and sounds a loud warning alarm.

Protect open fires and heaters with guards, especially if young children are about.

Ensure that any oil heaters **you** buy comply with the current British Standard.

Have **your** chimneys swept regularly if **you** use open fires.

Ensure **you** comply with maker's instructions if **you** use electric blankets.

Do not leave a pan of fat unattended on the cooker. If it catches fire do not use water – smother it with a fire blanket or damp cloth.

Do not let children play with matches or fire.

Check electrical plugs and leads regularly and do not overload electrical circuits.

Burst Pipes

Protect all exposed water pipes with proper lagging.

Leave the heating on if going on holiday in the winter months or drain the system.

If a pipe freezes, despite precautions, thaw it out slowly using hot water bottles or cloths soaked in hot water.

Do not use a blowlamp as these can be dangerous in unskilled hands.

Theft

Make sure **you** have good quality locks fitted to **your** entrance doors and all accessible windows.

When **you** go out lock doors and secure all windows. It is a good idea after dark to leave a light on but preferably not the hall light.

Do not leave the keys under the mat or inside the letterbox or anywhere they can be easily found.

Do not keep large sums of **money** at **home**.

Do not leave valuable property in unattended vehicles.

Photographs of valuables or copies of valuations (preferably kept elsewhere than in the **home**) are helpful in the event of **loss**.

Unoccupancy

When **you** go away for example on holiday advise **your** neighbours, the police, stop the milk and newspapers.

If **you** go away during the winter, leave the central heating system switched on and maintained in operation or turn off the water supply and drain the system.

Tell Us about Changes

In order to ensure **your** insurance remains adequate **you** should tell **us** about any changes from the original information **you** gave **us** on the proposal form or of any other changes to **your home**.

The following are examples of the type of things **you** should tell **us** about. The list is not exhaustive so if **you** are not sure about a change tell **us** anyway.

Structural Alterations

If **you** are having **your home** extensively altered or extended the security of the **home** may be affected during the work by removal of windows or doors or the erection of scaffolding. Additional insurance may also be required both during and after the alterations.

Changes to the Security

If **you** change the burglar alarm system or it will be inoperative for a period of time let **us** know. It may be a condition of the cover that the alarm is operative and failure to do so could affect **your** cover. If **you** currently do not have a burglar alarm and decide to install one let **us** know in advance as a discount from **your** premium may be available if it is installed by an approved burglar alarm company.

Extension or Major New Purchases

The maximum **we** will pay for any claim is the **sum insured**. If **you** extend **your home** or make any major purchases an increase in the **sum insured** may be required, or specific insurance may need to be arranged.

Letting or Sub-Letting Your Home

It is important to tell **us** if **you** decide to let or sublet any part of **your home**.

Working From Home

If **you** start working from **home** additional insurance may be required.



Data Protection Statement

The Personal Information We Collect from You

When **you** apply for insurance **we** collect personal information about **you** including **your** name, and address and occupation. **We** may also ask **you** about any criminal convictions **you** may have.

You do not have to provide **us** with any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974.

How We Use Your Personal Information

All personal and sensitive personal information will be used by **Towergate Private Clients** and/or **your Insurer** for insurance purposes, including managing and administering **your** policies.

We also use this information to produce management information for business analysis. If **you** have provided information to **us** about another person (including their sensitive personal details), **you** confirm that **you** have their permission to provide this information to **us** for the same purposes.

If **you** telephone **us**, **your** call may be monitored or recorded for training, quality control, and fraud prevention purposes.

With Whom We May Share Your Information

We may share **your** personal and sensitive personal information with the following organisations for purposes related to **your** insurance policies and **our** insurance services generally:

- **Our** connected companies, agents, and sub-contractors including **loss** adjusters and claims investigators.
- **Our** reinsurers who use this information to assess the terms of the specific policies and to administer **our** insurance policies generally.
- Other insurance companies about other policies **you** may have.

The Police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims (for example, the Claims and Underwriting Exchange register) or as part of **our money** laundering checks.

Claims

In the event of a claim **we** may need to collect additional information from **you**.

Fraud Prevention

We work with the Police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. **We** may also use commercially available databases to check **you** identity to prevent **money** laundering, unless **you** provide **us** with satisfactory proof of identity. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to **you**.

Your Rights

You are entitled to a copy of **your** personal information held by **Towergate Private Clients** and/or **Insurers** on payment of a £10 fee. If **you** would like to see the information **we** hold about **you**, please contact **us**. **You** should let **us** know if **you** think any of **your** personal information is inaccurate, so **we** can update it.

We do not use **your** information for marketing purposes, nor do **we** share it with any other company for marketing purposes, unless **you** have specifically agreed to this.



How to Make a Complaint

Complaints

If **you** wish to make a complaint about **your** policy, **you** should, in the first instance write to the Trading Director at **Towergate Private Clients**. The address is:

Towergate Private Clients
Downsview House
141-143 Station Road East
Oxted
Surrey
RH8 0QE

Telephone: 0344 892 6212

Email: privateclients@towergate.co.uk

In the event that **you** remain dissatisfied **you** can refer **your** complaint to the Complaints team at Lloyd's. Their address is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Telephone: 020 7327 5693

Fax: 020 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Complaints that cannot be resolved by the Policyholder and Market Assistance Department may be referred to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0300 1239123 or 0800 0234567

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

In all communications the certificate number appearing in **the schedule** should be quoted. Referral to the Complaints team at Lloyd's or the Financial Ombudsman Service will not affect **your** statutory rights.

Applicable to Section 4 – Home Emergency Assistance and the Legal Helpline

If **your** complaint is about the service provided by the **Insurer** of the Home Emergency Assistance or the Legal Helpline **you** should in the first instance contact the: Managing Director, DAS Legal Expenses Insurance Company Limited. The address is

DAS House, Quay Side
Temple Back
Bristol
BS1 6NH

Telephone: 0344 893 9013

Email: customerrelations@das.co.uk

Details of our internal complaint handling procedures are available on request. If **you** remain unhappy with the outcome of **your** complaint **you** may refer **your** complaint to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0300 123 9123 or 0800 023 467

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

Website: www.financial-ombudsman.org.uk/

Using this service does not affect **your** right to take legal action.

Peace of Mind

Towergate Private Clients, Lloyd's and DAS Legal Expenses Insurance Company Limited are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Information about the Compensation Scheme arrangements is available from FSCS, www.fscs.org.uk



Towergate Insurance

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TPCPEW v.1

