



Holiday Homes UK & Overseas Policy Wording





Insurance Policy

Please read this Policy carefully and see that it meets with your requirements. If not, or if there is anything **You** do not understand please tell us as soon as possible.

Introduction

This policy of insurance is issued in accordance with the authorisation granted to Towergate Underwriting Holiday Homes by a consortium of leading UK insurers as detailed in **Your** policy **Schedule**

We will pay for any loss, damage, injury, cost or liability described in this policy arising from events happening during any period of insurance for which **You** have paid or agreed to pay and **We** have accepted the premium.

The proposal and declaration signed by **You** or the Statement of Fact are incorporated into this insurance.

This policy should be read together with the **Schedule** and any **Endorsement(s)**

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Chief Executive Officer

for and on behalf of
Towergate Underwriting Holiday Homes



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How to use your Holiday Home 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.

How much to insure for

It is up to **You** to make sure that the amounts **You** insure for represent the full re-building cost of the **Building(s)** and the full replacement costs as new (less an amount for wear and tear on clothing and household linen) of the contents concerned. If **You** would like guidance on this subject, please ask **Us** or your insurance adviser.

Remember, if **You** underinsure, claim payments may be reduced. **You** can change your Sums **Insured** at any time – **You** do not have to wait for renewal.

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**.

Changes in your circumstances

Your Policy has been based on the information which **You** have given **Us** about yourself and your **Home**. **You** must tell **Us** immediately of any changes to this information including of course any change of address. **You** must also notify **Us** if **You** or anyone living with **You** are declared bankrupt or are convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.

Administration Charge

We reserve the right to apply an administration charge of up to £10.00 (subject to insurance premium tax where applicable) for any adjustments you make to your policy

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 of premium will be due.

To exercise Your right to cancel, please contact:
Towergate Underwriting Holiday Homes
Towergate House, London Road, Romford, Essex. RM7 9QD
or Telephone us on +44 (0) 1708 777720

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

For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of your policy booklet.

Using the helpline

The telephone number of the Helpline is shown on page 42.

How to make a claim

To make a claim, first read the Policy and **Schedule** to check that **You** are covered.

To register a claim and obtain a claim form please contact Towergate Underwriting Holiday Homes on 01708 777720 or 0044 1708 777720 from outside the UK. Or You may write to Towergate Underwriting Holiday Homes, Towergate House, St. Edward's Court, London Road, Romford, Essex RM7 9QD

You should complete a claim form and let Us have as much information as possible to help **Us** to deal with your claim quickly and fairly.

You should also refer to the section on page 50, Notification and Conduct of Claims.

Finally, do not hesitate to ask for advice; **We** or **Your** adviser will be pleased to help **You**.

Your responsibilities

In order to protect **Your Property** to its fullest extent **We** will expect **You** to comply with all terms and conditions.

The **property** must be in a good state of repair and maintained as so.

Use of language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, in the first instance, please contact Towergate Underwriting Holiday Homes, Towergate House, St Edwards Court, London Road, Romford, Essex, RM7 9QD
or Telephone us on +44 (0)1708 777720

Definitions

Certain words in **Your** Policy have special meanings. These meanings are given below. To help **You** identify these **We** have printed them in bold throughout the policy.

Approved Site

A site which is registered with the Local Authority

Bodily Injury

Death, injury, illness or disease.

Buildings

- a) The **Home**, swimming pools, ornamental ponds and fountains, hard courts, terraces, walls, fences, gates, hedges and fixed tanks providing fuel to the **Home, Static Caravan** or **Mobile Home**. In respect of **Static Caravans / Mobile Homes** the definition of **Buildings** refers to the structure of the unit excluding the base.
- b) Fixtures, fittings and decorations.

Contents

Household items and personal belongings:

- a. that **You** own
- b. that **You** are legally responsible for; or
- c. that belong to domestic employees who live with **You**; including
- d. the contents of **Static Caravans / Mobile Homes**, including furnishings and utensils which are owned by **You**.

The definition of Contents does not include;

- property insured by any other insurance policy;
- securities (stocks and shares) and documents of any kind;
- motorised vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of Your Home including ceilings, wallpaper and the like;
- items used for business or professional purposes; or
- any living creature

Endorsements

Any variation or addition to the terms of the Policy

Excess

The amount **You** will have to pay towards each separate claim

**Land**

The **Land** belonging to the **Home**.

Home

The private dwelling of permanent construction comprising house, bungalow, cottage, chalet or flat and its outbuildings named in the **Schedule**.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

Schedule

The current schedule issued by **Us** as part of your policy shows details of the policyholder, the property insured, the period of insurance and which sections of the policy apply.

Static Caravans and Mobile Homes

The **Static Caravan** or **Mobile Home** described in the **Schedule** and kept on an **Approved site**.

Unfurnished

The **Home** does not have enough furniture to be lived in normally.

Unoccupied

- a) Insufficiently furnished for normal occupation.
- b) Furnished for normal occupancy but has not been lived in for more than 60 consecutive days (or 7 consecutive days between 1st November & 31st March inclusive).

Unspecified Personal Effects and Clothing

Personal property which is designed to be worn or carried on or about the person. The term **Unspecified Personal Effects and Clothing** does not include pedal cycles, contact or corneal lenses.

Valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery or fur.

We/Us/Our

A consortium of leading UK insurers whose proportionate liability is shown in **Your** policy **Schedule**.

You/Your

The person (or people) named in the **Schedule**, their domestic partner and members of their family (or families) who are permanently living with them.



Index Linking

The Sums **Insured** will be adjusted annually in line with:

Buildings

The House Rebuilding Cost Index prepared by the British Royal Institution of Chartered Surveyors or European equivalent.

Important: because of regional variations in the construction of buildings and cost of materials **You** should review **Your Buildings** sum insured on a regular basis.

Contents

The United Kingdom Government's General Index of Retail Prices or European equivalent. Should this Index not be available another appropriate Index will be used.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

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

Exchange Rates

The currency applicable to this Policy is Sterling. However, there may be occasions when **We** need to convert from Sterling to Euros or Euros to Sterling. In such circumstances **We** will convert using the Royal Bank of Scotland Commercial Exchange Rate on the day a claim's payment is made under this policy.



Section 1
Buildings

Your **Schedule** tells **You** if this Section is in force.

We will pay for

A. The Basic Cover

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

1. Fire, explosion, lightning, earthquake or subterranean fire.

We will NOT pay for

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

A.

1. Earthquake or subterranean fire for property in Italy and Greece.
For properties in Cyprus the first £1,500 of any claim for damage caused by Earthquake for properties built in 1990 or after or the first £2,500 of any claim for damage caused by Earthquake for properties built before 1990.
For properties in Portugal a Policy Excess of 2.5% of the **Buildings** Sum Insured applies in respect of Earthquake claims.
For properties in Bulgaria the first £5,000 of any claim for damage caused by Earthquake.



2. Smoke.
 3. Riot, civil commotion, labour or political disturbances.
 4. Malicious persons or vandals.
 5. Storm or flood
 6. Escape of water or oil from any fixed heating or domestic water installation, washing machines or dishwashers.
 7. Theft or attempted theft.
 8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
 9. Falling trees or branches
If **We** accept a claim for damage to **Buildings** by falling trees, **We** will also pay reasonable costs **You** have to pay for removing from the site:
 - a) the fallen part of the tree; or
 - b) the whole tree if it has been totally or partly uprooted.
2. Damage caused by any gradually operating cause.
 4. Loss or damage
 - a) caused by persons lawfully in the **Home**
 - b) Whilst the **Home** is **Unfurnished**
 5. Loss or damage caused by frost
Loss of or damage to fences, gates, hedges and swimming pool covers
 6. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **Home**
Subsidence, heave or landslip caused by water escaping from the **Home**.
Loss or Damage whilst the **Home** is **Unfurnished**
 7. Loss or damage caused by **You** or **Your** paying guests or tenants.
Loss or Damage whilst the **Home** is **Unfurnished**
 8. Damage caused by domestic pets or insects or birds
 9. Costs for:
removing the part of the tree that is still below ground; or
restoring the site

10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.
11. Accidental Damage to the **Buildings**
 Applicable only when the property is occupied by:
1. **You, Your** family or friends free of charge
 2. a tenant, but only where a rental contract has been signed
12. Damage to services
 Accidental damage to:
- a) cables and underground pipes which provide services to or from the **Buildings**; and
 - b) septic tanks and drain inspection covers;
- You** are legally responsible for.
 Under a) **We** will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **Home** if this is necessary because normal methods of releasing the blockage are unsuccessful.
13. Electrical Power Surge
11. The amount of any **Excess** shown in **Your** schedule or the deposit paid by **Your** tenant (whichever is greater)
 Maintenance and normal redecoration costs.
 Damage excluded in other parts of the **Buildings** section.
 Damage caused by:
- a) wear and tear, settlement, shrinkage, vermin, insects, fungus, weather conditions or anything that happens gradually;
 - b) faulty materials, design or workmanship;
 - c) chewing, scratching, tearing or fouling by domestic animals;
 - d) building renovations, alterations, extensions or repairs; or
 - e) paying guests or tenants other than where a rental contract has been signed.
12. Damage due to a fault or limit of design, manufacture, construction or installation.
13. Loss or damage caused by wear and tear or use contrary to the manufacturers recommendation.



We will also pay for

B. Temporary Accommodation or Loss of Hiring Charges

- a) The reasonable cost of **You** temporary accommodation in the event of the **Home** being so **Damaged** as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this Policy, provided that **Our** liability shall not exceed a sum equivalent to 20% of the Sum **Insured** on the **Buildings** in any one period of insurance.
- b) Loss of hiring charges in the event of the **Home** being so damaged as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this policy, provided that our liability shall not exceed a sum equivalent to 20% of the sum insured on the **Buildings** in any one period of insurance
- c) Loss of hiring charges for bookings actually made and confirmed with **You** prior to and in the event of pollution or oil spillage within a radius of one mile of the nearest beach, provided that **Our** liability shall not exceed £1000 in any one period of insurance.
- d) Loss of hiring charges as a result of any occurrence of murder or suicide or notifiable disease or illness arising from or traceable to foreign or injurious matter in food or drink at the **Home**.

C. Fixed glass and sanitary fittings

The accidental breaking of fixed glass and sanitary fittings, which form part of the **Buildings** (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).

D. Removal of Debris and Demolition Costs

Expenses necessarily incurred by **You** with **Our** consent in removing debris, dismantling and/or demolishing, shoring or propping up of the portion or portions of the insured property destroyed or damaged by any peril insured under Section 1 subject to **Our** liability not exceeding 10% of the Sum Insured on the **Buildings** in any one period of insurance.

E. Other expenses

If **We** accept a claim under section 1A, **We** will also pay for the following.

- a) Architects' and surveyors' fees necessary for restoring the **Buildings**. The amounts **We** pay for these fees must not be higher than that authorised by the relevant professional institute.
- b) The necessary cost of removing debris and demolishing or supporting the damaged parts of the **Buildings**, which **We** have agreed to pay.
- c) The cost of meeting building regulations or municipal or local-authority bye-laws.

Exclusion applying to a): Fees for preparing any claim.

Exclusion applying to c): Any cost **You** are legally responsible for paying because of a notice served on **You** before the date of the loss or damage.

F. Selling your home

If **You** enter into a contract to sell any **Building** insured by this policy, and the **Building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.

G. Loss of Metered Water and Oil

Providing cover by Section 2 – **Contents** is not in force, up to £750 for loss of metered water or domestic heating oil (for which **You** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **Home**. Excluding loss or damage caused while the **Home** is unfurnished or unoccupied for a period in excess of thirty days.

H. Trace and Access

We will pay the cost (incurred with **Our** permission) of finding the source of any escape of water or oil from any fixed domestic water services or heating installations including subsequent repairs to walls, floors or ceilings. **We** will not pay more than £5000 for any one claim during any one period of insurance.

I. Emergency Access

Damage to the **Building** caused by forced access to attend a medical emergency or to prevent damage to the **Home**.

J. Recovery and Delivery (Static Caravans and Mobile Homes only)

If the **Static Caravan/Mobile Home** is disabled because of loss or damage insured by the Policy, **We** will pay up to £1,500 in any period of insurance towards the cost of protection and removal of the **Static Caravan/Mobile Home** to the nearest suitable repairer and returning it after repair to the site or storage compound where the caravan was sited.

Where the **Static Caravan/Mobile Home** is connected to services **We** will pay the reasonable cost of disconnection and reconnection of services when the **Static Caravan/Mobile Home** is removed for repair.



Settlement of Building Claims

We will at **Our** option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum Insured is not less than the rebuilding cost and the **Buildings** are in good repair.

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

The total amount payable under paragraphs A and B will not exceed the Sum Insured.

If the **Buildings** are not in good repair or if repair or replacement is not carried out **We** will at **Our** option:

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

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the rebuilding cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

For example, if the Sum Insured represents only one half of the rebuilding cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- a) The total claim does not exceed £500.
- b) At the time of a claim the Sum Insured represents more than 85% of the full rebuilding cost and subject to you re-valuing the Sum Insured thereafter.

Matching Items

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

The following exclusions apply to **Static Caravans** and **Mobile Homes**

We will not pay for:

- a) depreciation, weathering, wear and tear, mechanical and electrical failures or breakages, the effects of mildew, moth, vermin or any gradually operating or climatic cause
- b) damage to tyres by punctures, cuts, bursts or braking
- c) loss or damage that occurs while the **Static Caravan/Mobile Home** is hired by **You** to any person for reward unless the hiring is confined to a fixed **Approved Site**
- d) the amount of any **Excess** shown in your **Schedule**
- e) theft of fixtures, fittings, furnishings and utensils from the **Static Caravan/Mobile Home** while unattended, unless the **Static Caravan/Mobile Home** is securely locked and force and violence are used to get into it.



Section 2

Contents

Your **Schedule** tells **You** if this Section is in force.

We will pay for

A. The Basic Cover

Loss of or damage to **Contents** contained in the **Home** and its domestic out-buildings and garages caused by:

1. Fire, explosion, lightning, earthquake or subterranean fire.

We will NOT pay for

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

A.

1. Earthquake or subterranean fire for property in Italy and Greece. For properties in Cyprus the first £1,500 of any claim for damage caused by Earthquake for properties built in 1990 or after, or the first £2,500 of any claim for damage caused by Earthquake for properties built before 1990. For properties in Bulgaria the first £5,000 of any claim for damage caused by Earthquake.



2. Smoke.
 3. Riot, civil commotion, labour or political disturbances.
 4. Malicious persons or vandals
 5. Storm or flood
 6. a) Water escaping from water tanks, pipes, equipment or fixed heating systems.
b) Oil leaking from a fixed heating system.
 7. Theft or attempted theft.
2. Damage caused by any gradually operating cause.
 4. Loss or damage
 - a) caused by persons lawfully in the **Home**
 - b) Whilst the **Home** is **Unfurnished**
 6. Loss or Damage whilst the **Home** is **Unfurnished**.
 7. a) Loss or damage occurring whilst the **Home** or any part is lent or let unless involving forcible and violent entry to or exit from the **Home**
b) Loss or damage by **You** or **Your** family or any tenant
c) Loss or damage unless deception is used to gain entry to the **Home**
d) Any amount in excess of £2,500 for loss from outbuildings other than garages.
e) Loss or Damage whilst the **Home** is **Unfurnished**.
f) Theft of **Personal Money**, unless someone has broken into the **Home** by using force or violence or has got into the **Home** by deception.
g) Theft:
if **You** live in a self contained flat and theft is from any part of the **Building** that other people have access to; or if **You** live in a non self contained flat, unless someone has broken into the **Building** by using force and violence or has got in the **Building** by deception.

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
9. Falling trees or branches (including the cost of removal up to £500.), lamp posts or telegraph poles
10. Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.
11. Accidental Damage to the **Contents**.
- Applicable only when property is occupied by:
1. **You, Your** family or friends free of charge
 2. a tenant, but only where a rental contract has been signed
8. Damage caused by domestic animals.
11. Food in freezers, clothing, contact lenses, stamps and pedal cycles. The amount of any **Excess** shown in **Your** schedule or the deposit paid by **Your** tenant (whichever is greater)
- Loss in value
- Any loss that is not the direct result of the insured incident itself
- Damage caused by:
- wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually;
 - chewing, scratching, tearing or fouling by domestic animals;
 - the process of cleaning, washing, repairing or restoring any item;
 - electrical or mechanical breakdown; or
 - paying guests or tenants unless a rental contract has been signed.
- Damage excluded in other parts of the **Contents** section.



We will also pay for

B. Contents Away from the Premises

The **Contents**, if and so far as these are not otherwise insured, whilst temporarily removed from the **Home**,

- a) Against loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum **Insured** on **Contents**.
- b) Against loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft or Earthquake only.
- c) Against loss or damage during the process of removal and transit following permanent change of **Home** or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft or Earthquake.

The cover provided under B. Contents Away from the Premises excludes:

- i) **Contents** outside the country in which the **Home** is situated.
- ii) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).
- iii) Any amount in excess of £2,500 for property in outbuildings.
- iv) In respect of a) loss or damage by theft, unless someone has broken into or out of a **Building** by using force and violence.

C. Cash in Meters

Loss of cash contained in electricity or gas supply meters in **Your** property and for which **You** are responsible, up to a maximum of £50 following violent and forcible entry to the **Home**.

D. Additional Costs

Additional costs of alternative accommodation necessarily incurred by **You** as occupier if the **Buildings** are rendered uninhabitable by any of the insured perils, not exceeding 10% of the Sum Insured on **Contents** of the **Building(s)** damaged or destroyed.

E. Glass and mirrors

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

F. Tenants Liability

We will provide cover up to 20% of the **Contents** sum insured if **You** are legally responsible as a tenant for the following.

- a) Loss of or damage to the **Home** and landlord's fixtures and fittings by any of the causes listed under section 2A.
- b) Accidental breakage of:
 - fixed glass (including glass in solar-panel units); or
 - fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the **Home**.
- c) **Accidental damage** to cables or underground pipes which provide services to or from the **Buildings** and septic tanks and drain inspection covers.

Exclusions:

Loss or damage excluded in section 2A

Loss or damage that happens while the **Home** has been left **unoccupied**

Exclusion applying to c):

Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

G. Replacement locks

If keys to the locks of;

- a) external doors of the **Home**; or
 - b) alarm systems or domestic safes fitted in the **Home**;
- are accidentally lost or stolen, **We** will pay the cost of replacing the locks or lock mechanisms.

H. Fuel and metered water

Accidental loss of:

- a) domestic heating fuel; or
- b) metered water up to £1,000

Excluding loss or damage caused while the **Home** is **Unfurnished** or unoccupied for a period in excess of 30 days other than storm or flood up to a maximum of £750.



I. Garden Ornaments and Furniture

We will pay the cost of replacing or repairing your garden furniture, unfixed statues and barbeque equipment for loss or damage caused by an insured peril other than Storm, or Flood up to a maximum of £750 any one period of insurance.

J. Pedal Cycles

Pedal cycle(s) and its accessories up to £250 are insured anywhere in the Continent of Europe against:

- a) Loss or damage caused by theft or attempted theft.
- b) Accidental damage while being used by **You** or any member of **Your Family**.

The cover provided under this Sub-section (J) EXCLUDES loss or damage:

- i) Caused by electrical and/or mechanical fault or breakdown.
- ii) To tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.
- iii) While the pedal cycle is used for racing or is hired or lent to anyone.
- iv) By theft unless in a building or securely locked to an immovable object.

K. Food in freezers

Loss of or damage to food stored in any domestic freezer in the **Home** caused by:

- a) a rise or fall in temperature; or
- b) contamination by freezing agents.

We will not pay more than £1,000 for any one incident.

Exclusion:

Loss or damage caused by a deliberate act of the company (or its employees) supplying **Your** power.

L. Personal Effects and Money

In addition to the Sum Insured shown in the schedule under the heading **Contents**, **We** will also pay up to £500 for loss of Personal Effects, including up to £100 **Personal Money**, subject to terms and limitations of Section 2a of this policy, excluding items as shown on page 18 **Contents**.

M. Title Deeds

The cost of preparing new title deeds to your **Home** if they are lost or damaged by circumstances described in Section 2 Contents A1 - 10. The most we will pay is £1000 per year of insurance.

Settlement of Contents Claims

We will at **Our** option pay the cost of repair or for replacement as new (less an amount for wear, tear and depreciation on clothing and household linen) provided that, at the time of loss or damage, the Sum **Insured** is not less than the full replacement cost.

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

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

- a) The Sum Insured as stated on your **Schedule**
- b) £1000 for theft from any unattended motor vehicle. Theft cover from any motor vehicle only applies if your property is non visible from the exterior and stored in the boot or concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated.
- c) **Single Article Limit £3,000 unless otherwise shown in the Schedule.**
- d) 5% of the **Contents** Sum Insured for any single item of **Valuables**.
- e) 33.33% of the **Contents** Sum Insured in total for **Valuables**.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- a) The total claim does not exceed £500.
- b) At the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **You** re-valuing the Sum Insured thereafter.

Matching Items

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



The following Exclusions apply to Static Caravans and Mobile Homes only;

We will not pay for:

- a) motor vehicles, caravans, trailers, pedal cycles or watercraft and accessories, outboard engines, personal money and credit cards, deeds, bonds, bills of exchange, securities for money, documents, manuscripts, travellers cheques, firearms, shotguns, golfing equipment, stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any precious metal, jewellery or fur
- b) livestock and domestic animals
- c) any part of the **Static Caravan/Mobile Home** including landlord's fixtures and fittings
- d) any property specifically insured under another insurance policy
- e) goods used for business or professional purposes
- f) theft of fixtures, fittings, furnishings and utensils from the caravan while unattended unless the caravan is securely locked and force and violence are used to get into it
- g) depreciation, weathering, wear and tear, mechanical and electrical failures or breakages, the effects of mildew, moth, vermin or any gradually operating or climatic cause
- h) damage to tyres by punctures, cuts, bursts or braking
- i) loss or damage that occurs while the **Static Caravan/Mobile Home** is hired by **You** to any person for reward unless the hiring is confined to a fixed **Approved Site**
- j) the amount of any **Excess** shown in your **Schedule**



Section 3

Liability

Excluding Spain, France & Portugal
See specific section for liability in these countries

Your **Schedule** tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the **Home**.

The Cover

You will, subject to the Limit of Indemnity, be indemnified against all sums for which **You** may be legally liable to pay in respect of:-

- 1) Accidental **Bodily Injury** to any person.
- 2) Accidental loss of or damage to **Property** not belonging to **You** or in your custody or control or any of your tenants or employees occurring on or about the **Home**.
- 3) Death, **Bodily Injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with **Our** written consent.



Exclusions

We shall not indemnify **You** against liability

- a) Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your **Home**.
- d) Arising out of the ownership of **Land** or **Buildings** other than the **Home** detailed in the **Schedule**.
- e) For loss or damage to **Property** belonging to **You** or **Your Family** or in your custody or control or any of your employees.
- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

General Extensions – Liability

“Sudden and unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Indemnity to principal

We will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
 - i) The conduct and control of claims is vested in **Us**
 - ii) The Principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause



Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

Indemnity to other persons

In the event of the death of the **Policy Holder**, your legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be indemnified in the same manner.

Liability – Spain

Your **Schedule** tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the **Home**.

The Cover

This Section insures **You** up to the Limit of Indemnity your legal liability to the public as per Section 1902 and subsequents of the Civil Code and Section 19 and subsequents of the Criminal Code which are lawfully demanded of **You** for loss or damage caused to third parties but limited to events occurring within the Holiday **Home** or its confines and happening during the period of insurance.

Legal Defence

This Section covers your legal defence when legal actions are brought against **You** for loss or damage insured under this Section even if those actions lack any merit or are unjustified.

Your legal defence will be administered by **Us** and **We** will designate lawyers and solicitors.



You agree to provide all information co-operation or assistance required by **Us** granting the necessary powers of attorney.

With your prior agreement in criminal cases **We** can assume your defence. If **You** are found guilty **We** will decide if appeal before the relevant higher court is appropriate or not.

However even if **We** deem the appeal inappropriate **We** can proceed to a higher court by preclusive reasons and will give notice of this decision immediately to **You**.

You will be free to continue with the appeal at your own expense and **We** will repay to **You** all expenses incurred should the appeal be successful.

If any conflict of interest should arise between **Us** in the event of a legal proceeding arising from **Our** having to uphold interest contrary to those defending **You** **We** will duly inform **You** of this and will without prejudice fulfil the obligations necessary in the defence.

However **You** can choose between keeping **Us** responsible for the legal handling of the defence or appointing another defence counsellor.

In the latter case **We** are obliged to pay the fees incurred by counsel up to the amount stated in the **Schedule**.

In the event that the claim exceeds the Limit of Indemnity stated in the **Schedule** **We** will pay the legal expenses in the same proportion existing between the indemnity to be satisfied and the total amount of your liability in the claim.

Bail

We will pay the total amount for any bail requested of **You** arising from any loss or damage covered by this Section and up to the Limit stated in the **Schedule**.

Exclusions

We shall not indemnify **You** against liability

- a) Which attaches by reason of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your **Home**.
- d) Arising out of the ownership of land or buildings other than the **Home** detailed in the **Schedule**.
- e) For loss or damage to **Property** belonging to **You** or **Your Family** or in your custody or control or any of your employees.

- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.



General Extensions – Liability – Spain

“Sudden and unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Indemnity to Principal

We will subject otherwise to the terms exceptions conditions and endorsements of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
 - i) The conduct and control of claims is vested in **Us**
 - ii) The Principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

Indemnity to other persons

In the event of your death your legal personal representative will be indemnified

Liability – France

Your **Schedule** tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the Home.

The Cover

You will, subject to the Limit of Indemnity, be indemnified against all sums for which **You** may be legally liable to pay in respect of

- 1) Accidental **Bodily Injury** to any person
- 2) Accidental loss of or damage to **Property** not belonging to **You** or in your custody or control or any of your tenants or employees occurring on or about the **Home**.
- 3) Death, **Bodily Injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with **Our** written consent.



Exclusions

We shall not indemnify **You** against liability

- a) Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily** Injury to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your Holiday **Home**.
- d) Arising out of the ownership of Land or Buildings other than the Holiday **Home** detailed in the **Schedule**.
- e) For loss or damage to **Property** belonging to **You** or **Your Family** or in your custody or control or any of your employees.
- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

General Extensions – Liability – France

“Sudden and unintended Pollution”

Although liability in respect of Pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance.

All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Indemnity to Principal

We will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows.

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
 - i) The conduct and control of claims is vested in **Us**
 - ii) The Principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.



Indemnity to other persons

In the event of your death your legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of your domestic servants will be indemnified in the same manner.

The undermentioned extension is applicable only to French properties, at the premises specified in the **Schedule** and up to but not exceeding the sum insured specified in the **Schedule**.

Tenant's Risk

The financial consequences of the liability which the insured may incur as tenant, in respect of material damage by fire or explosion, under Articles 1382 to 1384 and 1732 to 1735 of the Civil Code.

Neighbour's and third party risks

The financial consequences of the liability which the insured may incur as under Articles 1382 to 1384 of the Civil Code for any material damage to property of neighbours and third parties resulting from fire or explosion originating in the premises insured or containing the insured property.

Liability – Portugal

Your Schedule tells **You** if this Section is in force.

Special Note

For the purpose of this Section only, the Definition of the **Policyholder/You/Your** shall include any person or persons who with your permission temporarily occupy the **Home**.

The Cover

You will, subject to the Limit of Indemnity be indemnified against all sums for which **You** may be legally liable to pay in respect of

- 1) Accidental **Bodily Injury** to any person
- 2) Accidental loss of or damage to **Property** not belonging to **You** or in your custody or control or any of your tenants or employees occurring on or about the **Home**.
- 3) Death, **Bodily Injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with our written consent.



Exclusions

We shall not indemnify **You** against liability

- a) Which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- b) For **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your Family** other than for solely private domestic duties where the maximum amount payable is £10,000,000.
- c) Arising out of your employment profession or business other than letting of your **Home**.
- d) Arising out of the ownership of **Land** or **Buildings** other than the **Home** detailed in the **Schedule**.
- e) For loss or damage to **Property** belonging to **You** or **Your Family** or in your custody or control or any of your employees.
- f) Arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- g) Arising from the use ownership or possession of any mechanically propelled vehicle.
- h) Arising from pollution or contamination of any sort and however caused.
- i) Arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- j) Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- k) The ownership or possession of an animal to which any section of the Dangerous

General Extensions – Liability – Portugal

“Sudden and unintended Pollution”

Although liability in respect of Pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Indemnity to principal

We will subject otherwise to the terms exceptions conditions and endorsements of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows.

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will

- a) Indemnify **You** against liability assumed by **You**
- b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that
 - i) The conduct and control of claims is vested in **Us**
 - ii) The Principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - iii) The indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.



Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the amount stated in the Limit of Indemnity.

Indemnity to other persons

In the event of **Your** death **Your** legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be indemnified in the same manner.

24 Hour Helpline

Your Schedule tells you if this Section is in force

Towergate Underwriting Holiday Homes have selected domestic emergency experts, DAS in the UK and Globelink Language Solutions overseas to provide **You** with this valuable service available 24 hours a day, 365 days a year.

Holiday Homes Helpline and Legal Advice (UK Only)
Tel: 0117 927 1820 Reference: HL4719443 for UK
0034 902 888183 for overseas

Available to **You** or your **Home** occupier to arrange for assistance or repairs as a result of any domestic emergency. For example:

1. Damage to the roof of your **Home** by storm.
2. Escape of water from water or central heating systems in your **Home**.
3. Blocked drains.
4. Failure of the electrical or gas supply systems within your **Home**.
5. **Your Home** becoming insecure as a result of loss of keys or damage to your windows or doors.

You are responsible for any fees incurred by the use of the repairers arranged. If the damage is covered by your **Home** Insurance, then **You** should still submit a claim in the usual manner.

Emergency Travel

Your Schedule tells **You** if this Section is in force.

This section is to cover, subject to our prior agreement and approval, the cost of one return air ticket to the insured **Home** for **Your** use, not exceeding £300 and the costs of a second return air ticket for a member of **Your family**, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Home** being uninhabitable, not exceeding £400.

The total cost of any claim under this Section shall not exceed £1000 in any period of insurance.

Conditions

- a) The estimated damage claim under Sections 1A or 2A will not be less than £1,500.
- b) The loss or damage must be notified to **Us** within twenty one days of the date of loss.
- c) All travel documents, hotel receipts and other documents to be retained by **You** and be the basis of claims settlement.
- d) In the event of any air travel not being viable, the cost of a journey by road, rail or sea to the same limits may be substituted.

Personal Effects and Valuables

Your Schedule tells **You** if this Section is in force.

We will pay for

A. Unspecified Valuables, Personal Effects and Clothing

Accidental loss of or damage to Unspecified **Valuables**, Personal Effects and Clothing and sports equipment up to the amount shown in the **Schedule**.

Single Article limit £500

We will NOT pay for

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

Loss or damage listed under General Exclusions to Section 2a.

A. Loss or damage to:

- Compact discs, cassettes, or records worth more than £100 in total.
- Sports equipment in the course of play.
- Equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, wind



surfing, sailboarding, surfboarding, skindiving and other watersports.

- Pedal cycles.
- Credit Cards.
- Contact lenses or corneal lenses.
- Any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- Mobile phones.
- Guns caused by rusting or bursting of barrels.
- Any item covered by any other insurance.

Theft from any unattended motor vehicle unless the property is kept in a locked boot or glove compartment and, where applicable, the alarm installation is activated.

We will not pay more than £1,000 for any one occurrence.

B. Specified Items

Accidental loss of or damage to items specified in **Your Schedule**.

C. Personal Money

Personal Money up to a limit of £100.

C. Shortages due to error or omission. Loss of **Money** not reported to the Police within 24 hours of discovery.

Settlement of personal effects and valuables claims

We will not pay for

The amount of any Excess shown in Your Schedule

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown.
- Detention or confiscation by customs or other officials.

Loss or damage caused to:

- Property or **Money** held or used for professional or business purposes.



Settlement of Claims

We will at Our option:

- a) replace the item(s) as new (except for clothing where a deduction for wear, tear and depreciation will be made).
- b) pay the cost of repair for items which can be economically repaired,
or
- c) pay the cost of replacement as new (except for clothing where a deduction for wear, tear and depreciation will be made).
Where the item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

The **Sums Insured** should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing.

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

- a) the **Sum Insured** as stated on **Your Schedule**
- b) £1,000 for theft from any unattended motor vehicle. Theft cover from any unattended motor vehicle only applies if Your property is kept in a locked boot or glove compartment and, where applicable, the alarm installation activated.

Towergate Overseas Assist

Your Schedule tells **You** if this Section is in force

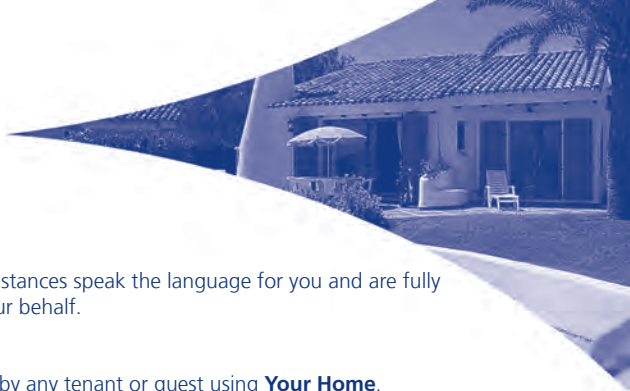
As a Towergate Underwriting overseas holiday home policyholder you have 24 hour access to this unique service.

Pass the Phone - an exclusive interpretation service with multi-lingual advisers you can contact from your mobile or landline telephone.

Towergate Overseas Assist can help you in case of a real emergency or with something as simple as contacting an engineer or booking a restaurant.

Pass the Phone offers:

- Instant interpretation
- English speaking call handlers
- Telephone Directory
- Assistance following an emergency or crime
- Help with lost passports, credit cards and money
- Booking service i.e. for medical appointments, restaurants, golf tee times
- Assistance with utility companies
- Locating local tradesmen and professional services
- Information helpline
- Peace of mind



Pass the Phone's multilingual assistances speak the language for you and are fully trained to handle any task on your behalf.

Flexible Cover

Pass the Phone can also be used by any tenant or guest using **Your Home**. Additionally you can use the interpretation service whilst on holiday abroad. Pass the Phone speak over 50 of the world's most widely spoken languages and are on hand to help wherever in the world **You** are.

Four calls included

As part of your overseas holiday home policy you are entitled to four calls to the interpretation service within a policy year, with the option to purchase more if **You** use all of **Your** calls. Pass the Phone translators will notify **You** when **You** need to top up and **You** can top up over the phone or online.

Help at your fingertips

We have enclosed a contact card that includes your Pass the Phone translation service and domestic emergency helpline number and advise that **You** store this number on **Your** mobile phone.

Towergate Overseas Assist

For Pass the Phone interpretation service and 24 Hour Domestic

Emergency Helpline call:

Tel: 0034 902 888 183

www.passthephone.co.uk

Claims Conditions

Notification and Conduct of Claims

1. Loss of or Damage to Property

In the event of loss of or damage to **Property** likely to result in a claim **You** must:

- a) Immediately report to the police any theft, malicious damage, vandalism or loss of **Property**.
- b) Notify **Us** by telephone or letter without unnecessary delay.
- c) At **Your** expense provide full details of the claim within thirty days.
- d) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

2. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- a) Advise **Us** immediately and as soon as possible provide full written details and assistance as requested by **Us**.
- b) Immediately send to **Us** any letter, writ, summons or other legal document issued against **You** and **Your Family**.
- c) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

3. Our rights

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

- a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged **Property**. No **Property** may be abandoned to **Us**.
- b) Take over and control any proceedings in your name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

4. Recovery of Lost or Stolen Property

If any lost or stolen **Property** is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the **Property** is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the **Property** is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

5. Governing Law

There is a choice of law for this insurance, but unless **We** agree otherwise English.



General Conditions to the Policy

1. Misdescription

This Policy shall be made void in the event of misrepresentation or non-disclosure of any material particular.

2. Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on your behalf to obtain any benefit under this Policy, or if any loss destruction or damage be occasioned by **Your** wilful act or with your connivance, all benefit under this Policy shall be forfeited.

3. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**. (This Condition does not apply to Section 3 – Liability)

4. Cancellation

Following the expiry of **Your** statutory cooling off period, **You** continue to have the right to cancel **Your** policy at any time during its term. If you do so, **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 for which **You** received cover. However, where a claim has been made during the current period of insurance no refund or credit of premium will be due.

We (or any agent we appoint and who acts with **Our** specific authority) may cancel this policy by sending 21 days notice to **Your** last known address. **You** will be entitled to a refund of premium paid, subject to a deduction for the time for which **You** have been covered.

If **You** do not pay the premium (or any part of the premium under the payment option **You** have chosen) by the due date, **We** may cancel this policy with effect from the end of the last period for which a payment has been made.

5. Installment/Direct Debit

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 Condition 4 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still 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 administration charge shall be payable for the period of cover provided.

6. Conditions Precedent

The due observance of the terms, provisions, conditions and **Endorsements** of this Policy by **You** in so far as they relate to anything to be done or complied with by **You** and the truth of the statements and answers and information supplied on or in connection with the proposal or statement of fact shall be a condition precedent to **Our** liability to make any payment under this Policy.

7. Other Insurances

a) Section 1 – **Buildings** and Section 2 – **Contents**

If at the time of any damage resulting in a loss under these Sections there be any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it, **Our** liability hereunder shall be limited to **Our** rateable proportion of such loss.

b) Section 3 – Liability

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance **We** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

8. Reasonable Precautions

You shall at all times take reasonable precautions necessary to avoid or reduce any loss.

9. Protection Maintenance

Any protections provided for the safety of the insured property shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Home** is left unattended.

10. Material Facts

You must notify **Us** immediately of any alterations in risk which materially affect this insurance.



General Exclusions to the Policy

This policy does not cover:

1. War

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

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

2. Terrorism

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

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

- a. the use or threat of force and/or violence and/or
- b. harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

This paragraph 2 on Terrorism applies only in respect of the Buildings Contents and Personal Belongings sections of this policy.

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

4. Radioactivity

Loss, damage or liability which involves:

- a. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. a sudden and unexpected accident which can be identified; or
- b. oil leaking from a domestic oil installation at the home.



Special condition – Natural catastrophe – France

This cover is provided for all **Home** policies (where Section 1 or 2 is in force) in accordance with the terms of French law No. 82-600 of 13th July 1982.

Purpose of the Cover

This insurance is meant to cover **You** for the pecuniary loss following direct material damage to any of the **Property** insured under the Policy due to an intense and abnormal natural event.

Application of the Cover

The cover only applies after publication in the official journal of the French Republic of an interministerial decree which states that a natural catastrophe has occurred.

Extent of the Cover

The cost of direct material damage suffered to the **Property** insured by the Policy, not exceeding the Sums Insured and subject to the limits and conditions provided for by the Policy at the time of any loss.

Compulsory Excess

You will be liable for a part of the indemnity after a claim. It is forbidden to insure this compulsory excess.

The amount of the compulsory excess is fixed by the last interministerial decree in force.

Responsibility of the Policyholder

You must declare to **Us** all potential claims as soon as these are known to **You** and at the latest within 10 days following the publication of the interministerial decree declaring a natural catastrophe.

When several insurances contracted by **You** can provide an indemnity for the losses incurred, **You** must declare the existence of these insurances to the interested insurers. In the same timescale **You** must notify the claim to the insurer of **Your** choice.

Our Responsibility

We must pay over the indemnity due under the Policy within a period of 3 months from the time of the presentation of the claim by **You** or the date of the publication of the interministerial decree declaring the natural catastrophe, if this is later. Failing this, interest on the indemnity shall also be payable to **You**.

Special condition “Consortio” – Spain

This cover is provided for all **Home** policies (where Section 1 or 2 is in force) in accordance with the terms of the Spanish Law dated 16th December 1954 which created the Insurance Compensation Consortium (“Consortio de Compensation de Seguros”), and subsequent adjustments by Royal Decree.

Purpose of the cover

This insurance is meant to cover **You** for loss following direct material damage to any of the **Property** insured under the Policy due to

- a) Natural phenomena of an extraordinary kind (flood, earthquake, volcanic eruption, exceptional cyclonic storms, the falling of astral bodies and meteorites).
- b) Events arising out of terrorism, riots or popular uprising.
- c) Deeds or actions of the Armed Forces or the Security Forces in peacetime.

Extent of the Cover

The cost of direct material damage suffered to the **Property** insured by the Policy by any of the above events, not exceeding the Sums Insured and subject to the limits and conditions provided for by the Policy at the time of any loss.

Exclusions

There are certain excluded risks, several of which are already shown under General Exclusions to the Policy.

Other exceptions include:

- a) Inherent flaw or defect in the insured item.
- b) Bad faith on the part of the **Policyholder**.
- c) Indirect damage or consequential loss of any kind.
- d) Losses occurring
 - i) Within 30 days of inception of cover.
 - ii) Before payment of the first premium.

Compulsory Excess

You will be liable for a part of the indemnity after a claim. It is forbidden to insure this compulsory excess.

The amount is usually 10% of the amount of the loss.

Responsibility of the Policyholder

You must declare all potential claims to **Us** or to the offices of the Consortium within a maximum of 7 days of learning of it.

You should use the appropriate claim form (which will be supplied on request) and submit together with a copy of your current Policy and evidence of premium payment.



Complaints Procedure

If **You** are unhappy with any aspect of the handling of **Your** insurance, then **You** should contact:

Towergate Underwriting Holiday Homes The Managing Director:-
Towergate House, St Edward's Court, London Road, Romford, Essex RM7 9QD

Telephone: 01708 777720

Facsimile: 01708 777721

We take all complaints **We** receive seriously and will handle any complaint promptly and fairly. If **You** make a complaint, **We** will acknowledge it promptly, explain how **We** will handle **Your** complaint, tell **You** what **You** need to do, and how **Your** complaint is progressing.

Full details of our complaints procedure are available on request. **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

If **You** remain dissatisfied with the decision **You** received from **Us**, **We** then ask that **You** contact:

The Chief Executive UK Insurance
Aviva
8 Surrey Street
Norwich
NR1 3NS

If **You** are not happy with either of our decisions, **You** may then be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)

South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: helpline 0845 080 1800

Tel: switchboard 020 7964 1000

Website: www.financial-ombudsman.org.uk

Note that the FOS will only consider **Your** complaint if **You** have given **Us** the opportunity to resolve it. Whilst **We** are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Definition of an Eligible Complainant

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

Financial Services Compensation Scheme

Towergate Underwriting Holiday Homes and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

Law applicable to contract

You and the insurer are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply.

If **You** are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.



Endorsements

The **Endorsements** shown below and on pages 59, 60, 61, 62 and 63, only apply to your Policy if the **Endorsement** number is specified in your Policy **Schedule** and they are subject to the terms, conditions and limitations of this Policy. This does not apply in respect of **Endorsement** HH912

HH907 Security Endorsement (Standard)

Section 2 - Contents excludes loss or damage by theft or attempted theft unless:-

- a) Whenever the **Home** is left unattended or
- b) When **You** or **Your Family** have retired for the night
 - i) The final exit door is fitted with a lock approved to British Standard 3621 (for properties in the UK only) suitable local equivalent or a mortice deadlock of at least five levers or any rim automatic deadlatch with a key locking handle on the inside and is in operation.
 - ii) All other external doors (excluding patio doors) and any access doors from adjoining or integral garages are fitted with either :
 - A lock to the standard in (i) above
 - Key operated security bolts fitted top and bottom in addition to any existing lock and are in operation.
 - iii) Sliding patio doors to be fitted with either
 - Protections to the standard in (ii) above or
 - Any key operated patio door lockmounted internally on the centre rail(s) and are in operation.
 - iv) All opening windows on the ground floor, basement and accessible upper floor windows are fitted with key operated security devices or shutters securely locked internally or metal grilles embedded into the wall and are in operation.

HH908 Security Endorsement (over-rider)

The Security **Endorsement** HH907 is set aside in consideration of the alternative security as advised either in the original Proposal Form or in correspondence either from the **Policyholder** or the placing Broker.

Although the wording has been amended it is incumbent upon the **Insured** to maintain the security in a good working order and to advise **Us** if any major changes take place in the future.

HH909 Security Endorsement (eight weeks set aside)

The Security **Endorsement** HH907 will be set aside for a period of eight weeks from inception to enable the **Policyholder** to arrange for the required security to be installed.

Following this period if the required security has not been installed then **We** will not pay for loss or damage under Section 1 A7 Theft or Attempted Theft (Buildings) and Section 2 A7 Theft or Attempted Theft (Contents).

HH911 Restriction of Buildings cover to Indemnity

The basis of settlement under the **Buildings** section is as follows: "In settling claims for loss or damage due allowance will be made for wear, tear and depreciation".

HH912 Swimming Pools

This **Endorsement** applies to all properties with Swimming Pools.

In respect of Swimming Pools and filtration plant and similar equipment, Section 1, paragraph 6 of the Policy (Burst Pipes) is inoperative.

Furthermore, if the filtration plant and similar equipment is housed in a building detached from the main residence, Section 1, paragraph 4 of the Policy (Malicious Damage) will also be inoperative.

It is further understood and agreed that no cover will apply in respect of communal swimming pools.

HH913 Subsidence, Heave & Landslip

Your policy is extended to include damage caused by subsidence or heave of the site on which the **Buildings** stand, or landslip.

We will not pay for:-

- i) The first £1,000 of any claim
- ii) Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **Home**, unless **We** also accept a claim for subsidence, heave or landslip damage to the **Home**.
- iii) Damage if **You** know that any of the **Buildings** have already been damaged by subsidence, heave or landslip, unless **You** have told **Us** about this and **We** have accepted it.
- iv) Damage resulting from the coast wearing away.
- v) Damage to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship.
- vi) Damage caused by normal settlement or shrinkage, or by recently placed fill material moving.
- vii) Damage caused by faulty materials or design, or poor workmanship.
- viii) Damage resulting from demolition, alteration or repair to the **Buildings**.
- ix) Diminution of market value.



HH914 Unoccupancy

When the **Home** is **Unoccupied**

1. **Valuables, Money** & Credit Cards must be removed from the **home**.
2. In respect of Peril 6 of sections 1 and 2
 - a) **We** will not be liable for loss or damage unless:
 - i) The water supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes & apparatus are drained) (Excluding Spain, Portugal and Southern Cyprus)
 - or
 - ii) The holiday home is maintained at a minimum temperature of 58°F (15°C) at all times. (Excluding Spain, Portugal and Southern Cyprus)
 - b) **We** will not cover the first £200 of any claim.

HH915 Pedal Cycles

Excludes:-

Loss or damage while being used for track racing or trade purposes.
Theft unless in a building or securely locked to an immovable object.
Loss of or damage to accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

HH916 Stillage Clause

It is warranted that in respect of items stored or contained in the basement area of the premises that they are stored at least 15cm off the floor and that any exposed water pipes in the basement area are suitably lagged.

HH917 Long Term Lets

Subject to the exclusion of Section 1c Loss of Hiring Charges other than confirmed Holiday Lets.

HH918 Machinery Liability

In consideration of cover being extended to include a golf buggy, garden tractor or pedal cycle, Section 3 – Liability Exclusion (g) is deleted and further that the limit of indemnity extends beyond the confines of the **Property**, but not beyond the territorial limit of the country in which the **Property** is situate. In respect of France liability is excluded.

HH920 Co-insurance

Our liability is limited to a proportion of each and every claim and it is a condition that the remaining proportion of each and every claim shall remain the uninsured responsibility of the **Policyholder** as defined in the **Schedule**.

settlement of claims shall be on the basis of:

1. The cost of purchasing a similar building plus, if insured, an allowance for the removal of debris.
- or
2. The cost of erecting a modern building providing comparable facilities to the insured building plus, if insured, an allowance for professional fees, removal of debris costs and additional expenditure which might arise out of the Local Authorities' requirements.

HH924 Alarm Warranty

It is a condition precedent to **Our** Liability in respect of loss or damage involving theft or attempted theft that:-

- a) The burglar alarm at the premises
 - i) Has been installed in accordance with the alarm company's specification lodged with and approved by **Us** and shall not be amended in any way without **Our** consent.
 - ii) Shall be fully operational at all times when the premises are vacant.
 - iii) Shall be maintained under contract by the alarm company throughout the currency of this Policy.
- b) **You** shall notify **Us** immediately following any advice from the alarm receiving station that their service is being withdrawn.

HH926 Deletion of Accidental Damage cover

In respect of Peril 11 of Section 1 and 2, **We** will not be liable for any loss or damage.

HH927 Restriction of cover Buildings Clause

Cover under Section 1 **Buildings** is limited to A1 (fire, lightning, earthquake, subterranean fire) only.

HH928 Restriction of cover Contents Clause

Cover under Section 2 **Contents** is limited to A1 (fire, lightning, earthquake, subterranean fire) only.

HH929 Flat Roof

- a) The flat roof must be inspected at least once every eight years by a builder/roofer and any necessary repairs carried out immediately.
- b) Section 1 - **Buildings** A 5 excludes the first £150 of each and every claim.

HH931 Deletion of Accidental Damage Cover Section 1A 11

We will not be liable for any loss or damage.

HH932 Deletion of Accidental Damage Cover Section 2A 11

We will not be liable for any loss or damage.



HH933 Contractors Exclusion Warranty

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

HH934 Anchor Endorsement

In the absence of secure anchorage to the ground at all four corners of the chassis being installed and in use, the risks of Storm, Tempest and Flood will be excluded.

HH935 Bed and Breakfast Warranty

It is noted that you may occasionally offer bed and breakfast accommodation in your **Home** but this is not **Your** main business or profession. It is agreed that such action will not be considered as a 'trade or profession' for the purposes of the liability sections of **Your** policy.

This endorsement is subject to the following conditions:

- a) No more than 3 bedrooms are occupied by paying guests at any one time.
- b) No more than 6 guests are allowed at any one time.
- c) This policy does not cover loss of or damage to guests; effects, clothing or other belongings.

HH936 Personal Liability

Section 3 Liability - Spain, Portugal and France

The Cover is extended to include:

Accidental Damage to property in any other personal capacity anywhere in **Europe** or during a temporary visit world-wide.

HH937 Garden Restoration

The cover is extended to include damage to **Your** garden caused by fire, lightning, explosion, earthquake, theft or attempted theft, collision or impact or from a malicious act. **We** will pay for the cost of re-landscaping up to £2,500 but not more than £250 for any one tree, shrub or plant.

HH940 Increased Escape of Water Policy Excess

A policy excess of £200 applies in respect of Section 1 Buildings A 6 Escape of water from any fixed heating or domestic water installation, washing machines or dishwashers and Section 2 Contents A 6 a) Water escaping from water tanks, pipes, equipment or fixed heating systems.

HH960 Mobile Homes/Static Caravans Serial Number

Cover excludes theft of the static caravan/mobile home until the serial number has been provided.

Towergate Underwriting Holiday Homes

Towergate House, St. Edward's Court, London Road,
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