

# Select Home Insurance Policy



This Policy of insurance is issued in accordance with the authorisation granted to Towergate Home & Protect by a consortium of leading insurers as detailed in your **Policy Schedule**.

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

The application and declaration submitted by **You** are incorporated into this insurance contract.

This Policy should be read together with the **Schedule** and any **Endorsements**.

**Towergate Home & Protect**

3 Smith Way  
Grove Park  
Enderby  
Leicester  
LE19 1SX

Telephone: 0844 892 1520

Facsimile: 0844 892 1521

[www.towergatehomeandprotect.co.uk](http://www.towergatehomeandprotect.co.uk)

email: [homeprotect@towergate.co.uk](mailto:homeprotect@towergate.co.uk)



For and on behalf of Towergate Home & Protect  
a trading name of Towergate Underwriting Group Limited

Your Policy is arranged by Towergate Home & Protect.

Towergate Home & Protect is trading name of Towergate Underwriting Group Limited.  
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road  
Maidstone, Kent ME14 3EN

Registered in England No. 4043759. [www.towergate.co.uk](http://www.towergate.co.uk)  
Authorised and regulated by the Financial Services Authority.

Underwritten by a consortium of leading insurance companies as detailed in **Your Policy Schedule**

## Complaints

If at any time you have a complaint about the services that we provide for you, then you should contact:

Towergate Home & Protect The Managing Director: -  
3 Smith Way, Grove Park, Enderby, Leicester LE19 1SX  
Telephone: 0844 892 1520  
Facsimile: 0844 892 1521

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 at any time you have a complaint about the services provided by your insurers then you should contact:

Norwich Union Insurance, 8 Surrey Street, Norwich NR1 3NG  
Telephone: 01603 622200  
Fax: 01603 683659

If you are not happy with the outcome of your complaint you may be eligible to refer your complaint to:

### The Financial Ombudsman Service (FOS)

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR

Tel: helpline 0845 080 1800  
Tel: switchboard 020 7964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Definition of an Eligible Complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1 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.

### Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Where the claim is in respect of a liability subject to compulsory Insurance: 100% of the claim.

In all other cases 100% of first £2000 and 90% of remainder of the claim.

# Contents

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## Your Policy

This is **You** new Policy containing details of the cover you have bought. We have made every effort to make the Policy details as clear as possible. Please read **Your** Policy carefully and if **You** have any queries **We** will be pleased to help **You**.

**We** aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the Policy. If, however, there is any dispute which cannot be resolved, **You** are entitled to appeal to the Financial Ombudsman Service for an independent assessment, see page 4 for details.

### What Cover is Included?

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

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

### How much to Insure For?

It is up to **You** to make sure that the amount **You** insure for represents the full value of the property concerned. For **Buildings**, this means the full cost of rebuilding **Your** property including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors fees and complying with the requirements of local authorities. For **Contents and Valuables & Personal Effects**, this means the full cost of replacing all the property as new.

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

### Changes in Your Circumstances

**Your** Policy has been based on the information which **You** have given **Us** about **Yourself** and the **Home**.

**You** must tell **Us** immediately of any changes to this information, including change of address or change of use or occupation of the Home or, if **You** add to the value of **Your** property.

**You** can change **Your** Sums Insured at any time.

If there is any change in **Your** circumstances **We** may revise the terms and conditions of this Policy with effect from the date of the change.

**Remember, failure to notify Us of any change may affect any claim You make.**

### Policy Limitations

Are shown

- under each Section – **'We** will not pay for' and 'Settlement of Claims'
- on page 33 – General Exclusions to Section 5, 6, 7 and 8
- on page 59 – Exclusions applying to Sections 1 – 8
- on page 61 – Conditions applying to Sections 1 – 8

## How to make a claim

Please first read this Policy and **Your** **Schedule** to check that **You** are covered. Please refer to and follow the Notification of Claims Procedure on page 62. To register a claim phone **Towergate Home & Protect on 0844 892 1520**.

Tell **Us** what happened. Let **Us** have as much information as possible. **We** will verify **Your** cover and arrange to send **You** a claim form so that **We** can deal with **Your** claim as quickly as possible.

If **You** need to ask any questions during **Your** claim, please call **Us** on the above number.

### 24 Hour Emergency Home Assistance

This service is provided by DAS Legal Expenses Insurance Company Limited (DAS), DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

**Please check Your Schedule to see if this cover is in force.**

Telephone Number: **0800 0327 414**

Quoting Reference: **TS3/467 6670**

In the unfortunate event that you need emergency repairs to **Your** **Home**, please call our DAS helpline and we will arrange for one of their panel of reputable contractors to come to **Your** **Home** to assess the problem and carry out any immediate repair work.

This policy offers 24 hour home assistance within **Your** **Home** for emergencies associated with:

- Plumbing and Drainage
- The Main Heating System
- Your Domestic Power Supply
- The Toilet Unit
- Home Security
- Lost Keys

Please see Section 10 for full details of cover and exclusions.

### 24 Hour Legal Advice Helpline

This service is provided by DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

**Please check Your Schedule to see if this cover is in force.**

Phone Number: **0117 933 0620**

Quoting Reference: **TSI/4478350**

Confidential expert advice from a team of specialists, which includes Lawyers, Personnel Consultants and Accountants. They will advise **You** on the steps **You** may need to take either on **Your** own or with the help of a Solicitor or other adviser and the possible costs **You** may incur.

The Helpline can assist **You** to solve **Your** legal problems on all areas of the law, eg:

- Consumer Protection
- Motoring Accidents
- Disputes with your neighbour
- Employment Protection

No matter how complex the problem, the Helpline will put **You** in touch with legal experts to give **You** advice.

### Please note

The service providers will not accept responsibility if the Helpline Service fails for reasons beyond their control.

To check and improve service standards, the service provider records all calls.

## Definitions

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 – 8 in **bold type**.

### British Isles

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

### Buildings

The **Home** and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the **Land**.

### Clauses or Endorsements

Any variation or addition to the terms of the Policy.

### Computer System

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

### Contents

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

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

### Europe

Anywhere in Europe, Jordan, Madeira, the Channel and Mediterranean Islands and those Countries bordering the Mediterranean.

### Excess

The first part of any claim which **You** must pay.

### Home

The private dwelling and its domestic outbuildings and garages at the address shown in the **Schedule**.

### Land

The land belonging to the **Home**.

### Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

### Policyholder/You/Your

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

### Schedule

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the period of insurance, and the sections of the Policy which apply.

### Unoccupied

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 30 consecutive days.

### Unspecified Personal

Personal property which is designed to be worn or carried on or about the person.

### Effects and Clothing

The term **Unspecified Personal Effects and Clothing** does not include:- pedal cycles, contact or corneal lenses.

### Valuables

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

### We/Us/Our

A consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule and Towergate Home & Protect as administrators of the Policy.

### Year 2000 Compliant

Neither performance nor functionality of the **Computer System** being affected by dates prior to, during or after the Year 2000.

### You/Your Family

**You**, **Your** spouse or **Your** partner who lives at the same address as you and shares financial responsibilities, your children, parents and other relatives who normally live with **You** permanently.

## Index Linking

The Sums Insured on **Your Schedule** for **Section 1 Buildings** and **Section 2 Contents** will be adjusted monthly in line with:

- a) **Buildings** – the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.
- b) **Contents** – the Government's General Index of Retail Prices. Should this index not be available another appropriate index will be used.

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

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

# 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.
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 interior fixed heating or domestic water installation, washing machines or dishwashers.

### We will not pay for

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

#### A.

2. Damage caused by any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.  
Loss or damage caused while the **Home** is **Unoccupied**.
5. Loss or damage caused by freezing.  
Loss of or damage to hedges, gates and fences.
6. Damage caused while the **Home** is **Unoccupied**.  
Damage to the installation or appliance itself

### We will pay for

7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling receiving aerials (including satellite dishes)
11. Subsidence or heave of the site on which the **Buildings** stand, or landslip.

### We will not pay for

7. Loss or damage caused by **You** or **Your Family** or any tenant or any person lawfully in the **Home**.  
Loss or damage occurring while the **Home** is **Unoccupied**.
8. Loss or damage caused by domestic pets.  
  
Damage caused by felling or lopping of trees.
9. Damage to hedges, gates and fences.  
  
Damage resulting from faulty workmanship or the use of defective materials.
10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.  
  
Damage resulting from demolition, alteration or repair to the **Buildings**. Damage resulting from the bedding down of new structures or settlement of made-up ground.  
  
Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.
11. The first £1,000 of any claim.  
  
Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.  
  
Diminution of Market Value.

## Buildings – continued

### B. Damage to Plumbing Installations by Freezing

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

### C. Breakage of Fixed Glass and Sanitary Fittings

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

### D. Damage to Underground Services

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

### E. Additional Costs

The additional costs of:

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

### F. Temporary Accommodation and Loss of Rent

Up to 20% of the Sum Insured on Buildings for:

- a) the reasonable costs of **Your** temporary accommodation.
- b) loss of rent payable to **You**.

during the period necessary to restore **Your** private dwelling to a habitable condition, as a result of loss or damage insured by section 1A – The Basic Cover.

### B.

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

### C.

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

### D.

Damage caused whilst clearing, or attempting to clear a blockage.

### E.

- a) costs for complying with requirements notified before the loss or damage occurred
- b) fees charged for preparing any claim under this Policy.

## We will pay for

### G. Moving Home

If **You** are selling the **Home** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **Home** is not insured under another policy.

### H. Tracing and accessing leaks

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

### I. Emergency Access

Damage to your **Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

## We will not pay for

## Accidental Damage Option

### We will pay for

#### J. Accidental Damage

Accidental damage to the **Buildings**.

### We will not pay for

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

#### J.

Damage caused while the **Home** is lent, let, sub-let or **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 1 – **Buildings**.

The cost of maintenance

Damage caused by settlement or shrinkage of the **Buildings**.

Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.

Damage caused by faulty workmanship or design or the use of defective materials.

## Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a) the cost of repair, or
- b) the cost of replacement.

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

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

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

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 paragraph **E** of this Section.

The total amount payable under Sections **A–E** will not exceed the Sum Insured.

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

### 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.

# 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** whilst contained within the **Home** caused by:

1. Fire, explosion, lightning, 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 interior fixed heating or domestic water installation, washing machines or dishwashers.

### We will not pay for

The amount of any Excess shown in Your Schedule

#### A.

2. Damage caused by any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.  
Loss or damage caused while the **Home** is **Unoccupied**.
6. Loss or damage caused while the **Home** is **Unoccupied**.  
Damage to the installation or appliance itself.

### We will pay for

7. Theft or attempted theft.

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling receiving aerials (including satellite dishes) and their fittings or masts.
11. Subsidence or heave of the site on which the **Buildings** stand, or landslip

### We will not pay for

7. Loss of **Money** unless involving forcible and violent entry to or exit from the **Home**.

Loss or damage occurring while the Home or any part is lent, let or sub-let unless involving forcible and violent entry to or exit from the **Home**.

Loss or damage caused while the **Home** is **Unoccupied**.

Loss or damage contributed to or caused by **You, Your Family** or any domestic employee or attendant or person lawfully in the **Home**.

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

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

8. Loss or damage caused by domestic pets.
10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. Damage resulting from coastal or river erosion.  
Damage resulting from faulty workmanship or the use of defective materials.  
Damage resulting from demolition, alteration or repair to the **Buildings**.

Damage resulting from the movement of solid floors unless

## Contents – continued

### We will pay for

#### B. Breakage of Glass and Mirrors

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

#### C. Damage to Electrical Equipment

Accidental damage to televisions, (including satellite dishes and television aerials fixed to the Home), radios, home computers, audio and video equipment in the Home.

#### D. Household Removal

Accidental loss or damage to Contents while in direct transit by a professional removal contractor from the Home for permanent removal to another address within the British Isles.

### We will not pay for

the foundations beneath the external walls of the Home are damaged by the same cause and at the same time.

#### B.

Breakage caused while the Home is Unoccupied.

#### C.

Damage to items designed and intended to be portable including video cameras, camcorders, and portable computer equipment.

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

Damage caused by wear and tear, mechanical or electrical breakdown.

Damage caused by cleaning, repair, restoration or use contrary to manufacturer's instructions.

Damage caused while the Home is Unoccupied.

#### D.

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

Loss or damage caused by scratching, denting or bruising.

Loss of or damage to Contents in storage.

Loss or damage insured under another Policy.

Loss of Money.

### We will pay for

#### E. Contents Temporarily Removed

Up to 20% of the Contents Sum Insured for loss of or damage to Contents temporarily removed from the Home but within the British Isles caused by:-

- a) circumstances as described in Section 2A – The Basic Cover, but excluding Theft.
- b) Theft
  - i) from or while in direct transit to or from a bank or safe deposit.
  - ii) from any building where You or Your Family are employed or carry on a business or are in temporary residence.
  - iii) from any other building.

#### F. Temporary Accommodation

Up to 20% of the Contents Sum Insured for the reasonable costs of Your temporary accommodation during the period necessary to restore Your private dwelling to a habitable condition, as the result of loss or damage insured by Section 2A – The Basic Cover.

#### G. Theft of Keys

Up to £500 for the replacement of external door locks and keys to the Home if keys are stolen.

### We will not pay for

#### E. Loss of or damage to Contents:-

- For sale, or away on exhibition or in a furniture depository.
- In the open caused by storm, flood or malicious damage.
- In the custody or control of You or Your Family whilst temporarily living away from the Home for the purpose of education.
- By theft unless involving forcible and violent entry to or exit from a building.
- Any amount exceeding £2,500 from outbuildings.

## Contents – continued

### We will pay for

#### H. Fraudulent Use of Credit Cards

Fraudulent use of credit cards up to £500 by an unauthorised person following theft from the **Home**.

#### I. Tenants Liability

Up to 20% of the **Contents** Sum Insured for damage to the **Buildings** as described in Section 1A – The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 – **Buildings**.

#### J. Metered Water and Loss of Oil

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

#### K. Contents in the Open

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

#### L. Christmas Increase

The **Contents** Sum Insured is automatically increased by 10% during the month of December.

### We will not pay for

#### H.

Loss of **Credit Cards** not reported to the police and the issuing authority within 24 hours of discovery; Loss from unauthorised use by **You** or **Your Family**; Loss from fraudulent use by any unauthorised person of **Credit Cards**, charge or cash cards, unless **You** have complied with the terms and conditions under which the card was issued.

#### I.

Loss or damage excluded in Section **1A** – The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 – **Buildings**.

#### J.

Loss or damage caused while the **Home** is **Unoccupied**.

#### K.

Loss or damage to trees, shrubs, plants, garden products or pedal cycles.

Loss or damage while the **Home** is **Unoccupied**.

### We will pay for

#### M. Wedding Gifts Cover

Up to 10% of the **Contents** Sum Insured for loss or damage to wedding gifts caused by the circumstances described in Section 2A – The Basic Cover for one month before and one month after the wedding day of **You** or **Your Family**.

Cover applies while in:-

- the **Home**
- the building where the reception is held
- the married couples' home
- transit between any of the places specified above.

#### N. Title Deeds

Up to £500 for the cost of preparing new title deeds to the **Buildings** if they are lost or damaged by circumstances described in Section 2A – The Basic Cover when in the **Home** or in **Your** bank.

#### O. Contents at University/College

Loss of or damage to **Contents** temporarily removed from the **Home** but still within the **British Isles**, for the purpose of attending a college, university or boarding school caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £2,000.

#### P. Business Usage at Home

Loss or damage to office equipment used in connection with **Your** business whilst in the **Home** caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £3,000.

### We will not pay for

#### O.

Loss of or damage to **Contents**

- by theft unless involving forcible and violent entry to or exit from a building.
- insured under any other Policy.

#### P.

Loss of or damage caused whilst the **Home** is lent, let sub-let or **Unoccupied**. Loss of or damage to items not specifically used for clerical purposes.

#### We will pay for

##### Q. Fatal Accident Benefit

£5,000 maximum cash sum if you or your spouse, separately or together, die within 3 months of an injury caused in your **Home** by fire or thieves.

##### R. Emergency Access

Damage to your **Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

## Accidental Damage Option

#### We will pay for

##### S. Accidental Damage

Accidental damage to **Contents** in the **Home**.

#### We will not pay for

##### We will not pay for

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

##### S.

Damage caused while the **Home** is lent, let, sub-let, or **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 2 – **Contents**.

Deterioration of food.

Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or gradually operating cause.

Damage caused by any process of dyeing, cleaning, alteration, repair, renovation or restoration.

Damage caused by mechanical or electrical breakdown.

## Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the full replacement cost **We** will at **Our** option:

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

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:

- 33.33% of the **Contents** Sum Insured in total for **Valuables**.
- 5% of the **Contents** Sum Insured for any single item of **Valuables**.
- £300 for **Money**.

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

#### 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.

# Legal Liability

## We will pay for

### A. Property Owners Liability

(Only operative if Section 1 – **Buildings** is in force) Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by **You** with **Our** consent to indemnify **You** against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental loss or damage to the property occurring whilst Section 1 – **Buildings** of this Policy is in force and incurred:

## We will not pay for

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

### A.

Liability arising from

- Accidental death, bodily injury, illness or disease to **You** or **Your Family** or any domestic employee.
- Damage to property, business or employment of **You** or **Your Family** or any domestic employee.
- Any profession, business or employment of **You** or **Your Family**.
- The ownership or use of motor vehicles (other than gardening machines) or lifts.

## Legal Liability – continued

### We will pay for

- i) as owner (not occupier) of the **Home** and its land
- ii) in connection with any other private residence formerly owned and occupied by **You** and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability.

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

### B. Occupiers and Personal Liability

(Only operative if Section 2 – **Contents** is in force) Up to £1,000,000 for any one cause (other than death, bodily injury or disease of any domestic employee where the amount is £2,000,000) to indemnify **You** and **Your Family** against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental damage to property occurring whilst Section 2 – **Contents** of this Policy is in force and arising:
  - i) from the occupation (not ownership) of the **Home**.
  - ii) from the employment of any domestic employee.

### We will not pay for

- Any agreement or contract unless liability would have applied anyway.
- 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.

### B.

Liability arising from

- Accidental death, bodily injury, illness or disease to **You** or **Your Family**.
- Damage to property which belongs to **You** or **Your Family**, or domestic employee, or is in their custody or control.
- The ownership of the **Home** and any other buildings or **Land**.
- Any profession, business or employment of **You** or **Your Family**.
- The ownership, use or possession of motor vehicles (other than domestic gardening machines), motor cycles, caravans, trailers or lifts.

# Valuables & Personal Effects

## We will pay for

- iii) in any other personal capacity anywhere in the British Isles or during a temporary visit world-wide.

In addition where a valid claim has been accepted **We** will pay defence costs and expenses incurred by **You** with **Our** consent.

In the event of **Your** death **We** will indemnify **Your** legal representative under the terms of this Section for legal liability incurred by **You** and **Your Family**.

## We will not pay for

- The ownership or use of aircraft or watercraft unless they are models or hand propelled.
- Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness and/or mutant derivatives or variations however caused.
- The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- Any liability arising from an award of a Court outside the **British Isles**.
- Any agreement or contract unless liability would have applied anyway.

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

### We will pay for

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

#### 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**.

#### B. Specified Items

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

### We will not pay for

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

Loss or damage listed under General Exclusions to Section 5, 6, 7 and 8.

#### A.

Loss or damage to:

- Compact discs, cassettes, or records worth more than £100 in total.
- Sports equipment in the course of play or use.
- Equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skindiving and other watersports.
- Pedal cycles, contact or corneal lenses.
- Motor vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- **Money** and **Credit Cards**.

## Frozen Food

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

#### We will pay for

Spoilage of domestic food in any freezer in the **Home** caused by any malfunction or rise or fall in temperature in the freezer up to a limit of £1,000.

#### We will not pay for

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the **Home**.

## Personal Money and Credit Cards

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

#### We will pay for

##### A. Personal Money

Personal **Money** up to a limit of £300.

##### B. Fraudulent Use of Credit Cards

**Credit Cards** up to £500.

#### We will not pay for

##### A.

Loss of **Money** by mistake in change, counting or overpayment. Loss of **Money** not reported to the Police within 24 hours of discovery.

##### B.

Loss of **Credit Cards** not reported to the Police and issuing authority within 24 hours of discovery. Loss from unauthorised use by **You** or **Your Family**. Loss from fraudulent use by any authorised person of **Credit Cards**, unless **You** have complied with the terms and conditions under which the card was issued.

# Pedal Cycles

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

### We will pay for

Accidental loss of or damage to pedal cycles up to the amount shown in the **Schedule**.

### We will not pay for

Loss or damage:

- While being used for racing, pacemaking or trials.
- By theft unless in a building or securely locked to an immovable object while unattended away from the **Home**.
- To pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.

## General Exclusions to Sections 5, 6, 7 and 8

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:

- replace the item(s) as new (except for clothing where a deduction for wear, tear and depreciation will be made), or
- pay the cost of repair for items which can be economically repaired, or
- 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:

- the Sum Insured as stated on **Your Schedule**
- £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.

- c) £1,000 any one item for **Unspecified Valuables, Personal Effects and Clothing**

The Sums Insured will not be reduced by the amount of any claim, except for Pedal Cycles and Specified Items which will be removed from cover after total loss or destruction.

**You** must tell Us if those items are to be insured again after replacement.

## 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.

## Section 9

# Family Legal Protection

This insurance is provided by DAS Legal Expenses Insurance Company Limited

**Your** schedule tells **you** if this section is in force.

Towergate Home & Protect has selected DAS as **Your** Family Legal Protection provider.

To make sure **you** get the most from **your** DAS cover, please take time to read this section, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

### How we can help

Once **you** have sent **us** the details of **your** claim and **we** have accepted it, **we** will start to resolve **your** legal problem.

To make a claim under **your** policy, please write to **us** with full details as soon as possible. **We** can send **you** a claim form to help **you** do this if **you** telephone 0117 934 0390.

### Send your claim to:

Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Claims can also be e-mailed to [NewClaims@das.co.uk](mailto:NewClaims@das.co.uk)

Claims are usually handled by a **representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

**You** can phone **us** at any time on 0117 933 0620 if **you** wish to use any of the helpline services.

#### **When we cannot help**

Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** do accept the claim.

#### **Problems**

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, **we** have internal complaint handling procedures. A copy of these is available on request. Please address all complaints to **our** Managing Director at Head Office, who will direct the complaint to the head of the relevant department(s).

#### **Our Head and Registered Office is:**

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Registered in England and Wales, number 103274.  
DAS has its website at [www.das.co.uk](http://www.das.co.uk)

If you are still not happy, you can contact the Insurance Division of the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. They can also be contacted by telephone on 0845 080 1800. Their website is at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

DAS is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.

(using these services does not affect **your** right to take legal action).

## **The Meaning of Words in this Policy**

### **1 We, us, our**

DAS Legal Expenses Insurance Company Limited.

### **2 You, your**

The person who has taken out this section.

### **3 Insured person**

**You**, and any member of **your family** who always lives with **you**. Anyone claiming under this section must have your agreement to claim.

### **4 Representative**

The lawyer, accountant or other suitably qualified person who has been appointed by **us** to act for an **insured person** in accordance with the terms of this section.

### **5 Period of insurance**

The period for which **we** have agreed to cover an **insured person**.

### **6 Full enquiry**

An extensive examination by the Inland Revenue which considers all aspects of the **insured person's** self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the **insured person's** self-assessment tax return.

### **7 Date of occurrence**

a) For civil cases (except under **insured incident 5, TAX PROTECTION**), the **date of occurrence** is the date of the event which may lead to a claim.

If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events.

b) For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.

c) For **full enquiries**, the **date of occurrence** is when the Inland Revenue first notifies the insured person in writing of their intention to make enquiries.

### **8 Costs and expenses**

#### **a) Legal costs**

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

#### **b) Accountant's costs**

All reasonable and necessary costs chargeable by the **representative**.

c) **Opponents' costs**

**We** will also pay the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

**9 Territorial limit**

For **insured incidents 2, CONTRACT DISPUTES** and **3, BODILY INJURY**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other **insured incidents**

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

## Cover

- 1 This section covers the **insured person**. **We** agree to provide the insurance in this section, as long as:
  - a) the premium has been paid; and
  - b) the **date of occurrence** of the **insured incident** is during the **period of insurance** and within the **territorial limit**; and
  - c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
  - d) for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
- 2 For all **insured incidents**, we will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 3 **We** will only pay the **legal costs** and **accountant's costs** charged by a **representative** appointed by **us**.
- 4 The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is:
  - a) £25,000 for **insured incidents 1,2,4,5,6 and 7**; and
  - b) £50,000 for **insured incident 3**.

## Insured Incidents

### 1 Employment Disputes

**We** will negotiate for the **insured person's** legal rights in a dispute arising from their contract of employment for their work as an employee which results in an application to an Employment Tribunal or to the ACAS Arbitration Scheme.

#### What is not covered under EMPLOYMENT DISPUTES

Any claim relating solely to personal injury.

### 2 Contract Disputes

**We** will negotiate for the **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which the insured person has entered into for:

- a) the buying or hiring in of any goods or services; or
- b) the selling of any goods;

provided that

- i) the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
- ii) the amount in dispute is more than £100.

#### What is not covered under CONTRACT DISPUTES

A claim relating to:

- 1) a contract regarding an **insured person's** trade, profession, employment or any business venture;
- 2) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- 3) a contract involving a motor vehicle;
- 4) the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- 5) a dispute arising from any loan, mortgage, pension, investment or borrowing.

### 3 Bodily Injury

**We** will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **insured person**.

#### What is not covered under BODILY INJURY

A claim relating to:

- 1) any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; or
- 2) defending an **insured person's** legal rights, but defending a counter-claim is covered.

### 4 Property Protection

**We** will:

- a) negotiate for the **insured person's** legal rights in a civil action; and/or
- b) arrange mediation;

for a dispute relating to material property (including **your** principal home) which is owned by the **insured person**, or for which the **insured person** is responsible, following:

- 1) an event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £100; or
- 2) a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their land, or some right over, or in connection with it); or
- 3) a trespass.

#### What is not covered under PROPERTY PROTECTION

- 1) A claim relating to:
  - (1) a contract entered into by an **insured person**
  - (2) any building or land other than **your** principal home
  - (3) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority unless the claim is for accidental physical damage;
  - (4) work done by any government or public or local authority unless the claim is for accidental physical damage;
  - (5) a motor vehicle owned or used by, or hired or leased to an **insured person**;
  - (6) mining subsidence.

- 2) Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.
- 3) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

### 5 Tax Protection

**We** will negotiate for an **insured person**, and represent them in any appeal proceedings, in the event of a **full enquiry** into their personal tax affairs.

#### What is not covered under TAX PROTECTION

- 1) The tax affairs of a company, or any claim if the **insured person** is self-employed, or a sole-trader, or in a business partnership.
- 2) An investigation by the Special Compliance Office.

### 6 Jury Service

**We** will pay the **insured person's** salary or wages for the time that the **insured person** is off work while attending jury service for each half or whole day of their attendance as far as the salary or wages is not recoverable from the court or the **insured person's** employer.

The amount **we** will pay is based on the time the **insured person** is off work, including the time it takes to travel to and from the court. **We** will work it out to the nearest half day, assuming that a whole day is eight hours.

If the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages.

If the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** salary or wages.

### 7 Legal Defence

**We** will defend the **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to:

- a) the **insured person** being prosecuted in a court of criminal jurisdiction; or
- b) civil action being taken against the **insured person** under:
  - i) legislation for unlawful discrimination; or
  - ii) section 13 of the Data Protection Act 1998.

#### What is not covered under LEGAL DEFENCE

A claim relating to a motor vehicle.

## What is not Covered by this Policy

- 1 A claim reported to **us** more than 180 days after the **insured person** should have known about the insured incident.
- 2 An incident or matter arising before the start of this section.
- 3 **Cost and expenses** incurred before **our** written acceptance of a claim.
- 4 Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
- 5 An **insured incident** intentionally brought about by an **insured person**.
- 6 A legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
- 7 A claim relating to an **insured person's** alleged dishonesty or alleged violent behaviour.
- 8 A claim relating to written or verbal remarks which damage an **insured person's** reputation.
- 9 A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings.  
However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- 10 A dispute with **us** not otherwise dealt with under Condition 7.
- 11 A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 12 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interest arising from or connected with it. This means that the Contract (Rights or Third Parties) Act 1999 does not apply to the section in relation to any third party rights or interest.
- 13 An application for Judicial Review.
- 14 A claim caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## Conditions which apply to the Whole Section

- 1 An **insured person** must:
  - a) keep to the terms and conditions of this section;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - d) send everything **we** ask for, in writing;
  - e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
- 2 a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time.  
**We** can negotiate any claim on behalf of an **insured person**.
  - b) The **insured person** is free to choose a representative (by sending us a suitably qualified person's name and address) if:
    - i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - ii) there is a conflict of interest.  
**We** may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.
  - c) In all circumstances except those in 2(b) above, **we** are free to choose a **representative**.
  - d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with us at all times.
  - e) **We** will have direct contact with the **representative**.
  - f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
  - g) An **insured person** must give the **representative** any instructions that **we** require.

- 3 a) An **insured person** must tell **us** if anyone offers to settle a claim.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 4 a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
- 5 If the **representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and we will be entitled to reclaim any **costs and expenses** we have paid.
- 7 If **we** and an **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of a relevant national law society to choose a suitably qualified person.
- 8 **We** may, at **our** discretion, require the **insured person** to obtain, at **your** expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
- 9 **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
- 11 This section will be governed by English Law.
- 12 All acts of Parliament mentioned in the section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## Helpline Services

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom unless otherwise stated. To help **us** check and improve **our** service standards, **we** record all calls, except those to the Health and Medical and Counselling services. When phoning, please quote reference TSI/4478350. Please do not phone **us** to report a general insurance claim.

### Eurolaw legal advice service

**We** will give an **insured person** confidential legal advice over the phone on any personal legal problems, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### Tax advice service

**We** will give an **insured person** confidential advice over the phone on personal tax matters.

### Health and Medical Information Service

**We** will give an **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

**For the following four assistance services, you will be responsible for paying the costs for the help provided.**

### Domestic assistance

**We** will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

### Veterinary assistance

If **your** pet is ill or injured, **we** can help find a vet who can offer treatment.

### Childcare assistance

**We** will arrange help following an emergency (such as illness or injury to an **insured person**) if a regular childminder cannot attend or **you** have to leave children at home unexpectedly.

### Home assistance

**We** will arrange assistance following an emergency (such as illness or injury to an **insured person**), when help is needed to run the home. We can help find cleaning staff, au pairs and housekeepers.

**To contact the above services, phone us on 0117 933 0620.**

### Counselling

We will provide an **insured person** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the counselling helpline, please phone us on 0117 934 2121.**

**We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.**

### Section 10

## Emergency Home Assistance

This insurance is provided by DAS Legal Expenses Insurance Company Limited

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

**Reference Number: TS3/4676670**

### Important information

#### 24 hour Emergency Assistance

This is your Home Assistance wording – it includes everything you need to know about the emergency cover available under this section.

This section is designed to offer 24 hour assistance within your home for emergencies associated with:

- Plumbing and Drainage
- the Main Heating System
- your Domestic Power Supply
- the Toilet Unit
- Home Security
- Lost Keys

**Act quickly in the event of an emergency and call the assistance helpline on 0800 032 7414.**

To make sure **you** get the most from **your** DAS cover, please take the time to read this section, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact Towergate Home and Protect.

**How we can help**

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to assist **you** as quickly as possible.

**To make a claim under this section, please telephone us on 0800 032 7414 straight away and provide the following information:**

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

**We** will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this section.

It is important that **you** contact **our** assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone 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.

**When we cannot help**

**We** cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service. **We** will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

**Problems**

**We** will always try to give **you** a quality service. If **you** think **we** have **let** you down, please write to **our** Managing Director at Head Office and he will try to help.

**Our Head and Registered Office is:**

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales. Company number: 103274.

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at: South Quay Plaza, 183 Marsh Wall, London E14 9SR or e-mail: [complaint@theiob.org.uk](mailto:complaint@theiob.org.uk).

(Using these services does not affect **your** right to take legal action.)

DAS is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers.

# The Meaning Of Words In This Policy

## 1. We, us, our

DAS Legal Expenses Insurance Company Limited.

## 2. You, your

The person who has taken out this section.

## 3. Insured person

**You** and any person who lives in or is staying at **your home**.

## 4. Home

**Your** principal **home** situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## 5. Home emergency

A sudden unforeseen event which requires immediate corrective action to:

- a) prevent damage or further damage to **your home**; or
- b) to make **your home** safe or secure; or
- c) alleviate unreasonable discomfort, risk or difficulty to any **insured person**.

## 6. Period of cover

The period for which we have agreed to cover **you**.

## 7. Main heating system

The main hot water or central heating system in **your home**. This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.

## 8. 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 pipes:

- a) which connect components of the heating system; or
- b) for which **your** water supply or sewerage company are responsible.

## Cover

1. **This** section only covers **you** if **you** have paid **your** premium.

**We** agree to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.

2. If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.
3. **We** will pay up to £500 (including VAT) for:
  - a) the call out charge and up to 2 hours' labour costs; and
  - b) parts and materials subject to a maximum of £100 including VAT, in providing assistance for a **home emergency** which arises from an **insured incident**.

## Insured Incidents

### 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

The sudden failure to function of the main heating system in **your home**.

### 3. Domestic power supply

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

### 4. Toilet unit

Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your home** which results in complete loss of function.

### 5. Home security

Damage to, or the failure of, external doors, windows or locks which compromises the security of **your home**.

### 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 This Policy

1. Any 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 section at a different time from the main policy of which this section is a part.
2. Any incident or matter arising before the start of this section.
3. Any normal day-to-day **home** maintenance which 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 over a period of time or need regular attention.
4. The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
5. Any claim where **your home** has been left unoccupied for 30 consecutive days.
6. Any claim arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
7. Any costs incurred before an **insured person** has notified **us** of a **home emergency**.
8. Claims arising from any wilful or negligent act or omission by an **insured person**.
9. Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
10. Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
11. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
12. The malfunction or blockage of septic tanks, cess pits or fuel tanks.
13. Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
14. Any claims arising out of subsidence, landslip or heave.
15. Any properties that **you** own that are not **your** main residence or that **you** rent or let.
16. Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
17. Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.
18. Any costs incurred where our approved contractor has attended but **your home** was unoccupied.

19. **Home emergencies** caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;
  - e) pollution or contamination of any kind.
20. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.

## Conditions

1. Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
2. An insured person must:
  - a) keep to the terms and conditions of this section;
  - b) maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and 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.
3. **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
4. **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.
5. **We** will not be responsible for any consequential loss in connection with the **home emergency**, however it is caused.
6. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
7. This policy will be governed by English law.

# Clauses

The following Clauses form an integral part of the Policy and if operative the Clause number prefixed by "FG" shall appear at the bottom of Your Schedule.

## FG1 ALARM CLAUSE

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

- a) The burglar alarm system shall have been in full and effective operation
  - i) Whenever the **Home** is left unattended or
  - ii) When **You** or **Your Family** have retired for the night
- b) The burglar alarm system is maintained in good order throughout the currency of this insurance under a maintenance contract with a company which is a member of NACOSS (National Approved Council for Security Systems).

## FG2 MOTOR VEHICLE CLAUSE

**Section 2 – Contents and Section 5 – Valuables and Personal Effects** excludes loss or damage from unattended motor vehicles unless the motor vehicle is securely locked at all points of access and all items are hidden from view.

## FG3 BAGGAGE CLAUSE

**Section 2 – Contents and Section 5 – Valuables and Personal Effects** excludes loss or damage to jewellery from baggage unless the baggage is carried by **You** and under **Your** personal supervision.

## FG5 MUSICAL INSTRUMENTS CLAUSE

**Section 2 – Contents and Section 5 – Valuables and Personal Effects** does not cover breakage of strings, reeds or drum heads from any cause.

## FG7 HOTELS/MOTELS (JEWELLERY) CLAUSE

**Section 2 – Contents and Section 5 – Valuables and Personal Effects** does not cover loss or damage to jewellery whilst on the premises of Hotels, Motels and Guest Houses unless it is being worn by **You** or is contained in a locked safe or vault.

## FG10 SAFE KEYS CLAUSE

**Section 2 – Contents and Section 5 – Valuables and Personal Effects** does not cover theft from safes unless all keys and duplicate keys for the safe are removed from the **Home** when it is left unattended.

## FG14 PROTECTIONS CLAUSE

**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 mortice lock or cylinder rim lock conforming to BS3621 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 mortice deadlock or cylinder rim lock conforming to BS3621 or
    - key-operated security bolts fitted top and bottom in addition to any existing lock and are in operation
  - iii) Sliding patio doors are fitted with key-operated sliding door locks top and bottom and are in operation
  - iv) All ground floor, basement and accessible upper floor windows are fitted with key-operated window locks and are in operation.

## FG15 SAFE CLAUSE

**Section 2 – Contents and Section 5 – Valuables and Personal Effects** excludes theft of jewellery from the **Home** unless jewellery is kept in a locked safe which has been approved by **Us**. The keys and duplicate keys of the safe must be removed from the **Home** when the **Home** is left unattended.

## FG17 STAMP CLAUSE

**Our** liability in respect of stamps forming part of a collection is limited to a maximum of 75% of the Stanley Gibbons valuation.

## FG18 RESTRICTION OF THEFT COVER CLAUSE

Amendment to Section 1 **Buildings**, Section 2 **Contents** and Section 5 **Valuables and Personal Effects**

We will not pay for loss or damage to any property insured by these Sections caused by theft or attempted theft from **Your Home** unless violent or forcible means are used to enter or leave **Your Home**.

#### FG19 UNOCCUPANCY CLAUSE

The exclusions contained within **Section 1 – Buildings A4, A6 and A7** and **Section 2 – Contents A4, A6 and A7** relating to when the **Home** is **Unoccupied** are deleted and replaced by the following:

- a) **We** will not be liable for loss or damage unless:
  - i) the **Home** is inspected internally and externally at least once every 7 days by a responsible adult and
  - ii) the water, gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain a minimum temperature of 58°F (15°C) at all times.
- b) **We** will not cover the first £200 of any claim.
- c) **Valuables, Money** and **Credit Cards** must be removed from the **Home**.

#### FG22 TENANTED PROPERTIES – CONTENTS CLAUSE

Whilst **Your Home** is let to tenants the following terms shall apply to **Section 2 – Contents**:

- a) **A4** excludes loss or damage caused by persons resident at the **Home**.
- b) **You** must notify **Us** immediately if the occupancy of the **Home** changes.
- c) The definition of **Contents** is amended to exclude cover in respect of **Money** and **Valuables**.
- d) The following paragraphs are deleted – B, C, D, E, F, H, L M, O, P, Q and R.
- e) **We** will not pay the first £150 of each and every claim.

#### FG23 TENANTED PROPERTIES – BUILDINGS CLAUSE

Whilst **Your Home** is let to tenants the following terms shall apply to **Section 1 – Buildings**:

- a) **A4** excludes loss or damage caused by persons resident at the **Home**.
- b) **You** must notify **Us** immediately if the occupancy of the **Home** changes.
- c) **We** will not pay the first £150 of any claim under **A1 – 10**.

#### FG24 JEWELLERY CLAUSE

**Section 2 – Contents** and **Section 5 – Valuables and Personal Effects** excludes theft and disappearance of jewellery unless the jewellery is either:

- a) Being worn by **You** or
- b) Deposited in a bank, locked safe or
- c) Carried by hand under **Your** personal supervision.

#### FG25 SUBSIDENCE, LANDSLIP AND HEAVE EXCLUSION

Cover is deleted for **Section 1 – Buildings A11** and **Section 2 – Contents A11**.

#### FG26 RESTRICTION OF COVER – BUILDINGS CLAUSE

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

#### FG27 RESTRICTION OF COVER – CONTENTS CLAUSE

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

#### FG33 FIRE EXTINGUISHERS

At least two fire extinguishers must be installed in the **Home**, one of which must be sited in the kitchen.

#### FG34 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 A5** excludes the first £150 of each and every claim.

#### FG35 PEDAL CYCLE SHACKLE LOCK

Theft in respect of unattended pedal cycles is excluded unless they are secured to an immovable object by a 'D'-shaped shackle lock designed for use with pedal cycles.

#### FG36 WHEELCHAIR CLAUSE (ELECTRIC)

- a) The definition of **Contents** extends to include motorised wheelchairs.
- b) **Sections 3 and 4 – Legal Liability** paragraph B does not exclude liability arising from the ownership use or possession of motorised wheelchairs.

### **T1. Thatch warranty**

It is your duty to ensure that:

- a) All chimneys to solid-fuel stoves, boilers and open fires are kept in a good state of repair and that they are professionally cleaned once a year before winter.
- b) All old thatch and thatching is burnt at a distance of more than 100 metres from the Premises.
- c) No naked flames or tools producing naked flames be present in the attic or loft space at any time
- d) two fire extinguishers are kept in the Home and are maintained in good working order; one of which must be stored in the kitchen.

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

### **T2. Solid Fuel warranty**

It is a condition of this Policy that no solid fuel in whatever form shall be burnt on the premises, without prior notification to the Company.

### **P19. Jewellery Maintenance warranty**

It is warranted that all items of jewellery in excess of £7,500 of any one article must be inspected at least every three years by a competent jeweller and any defects in clasps, mountings and settings to be immediately rectified.

### **P23. Contractors exclusion warranty**

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

### **P31. Electrical warranty**

It is a condition of this Policy that the electrical installation of the property will be inspected by a qualified electrician at least every 10 years, that all recommendations are complied with and a certificate is provided within 60 days of the inception or renewal date of the Policy or other time limit as agreed by us.

## **Exclusions applying to Section 1 – 8**

**This policy does not cover:**

**A.** Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

### **1. WAR RISKS AND TERRORISM**

#### **A) War**

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

#### **B) Terrorism**

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

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

- 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
- C)** any action taken in controlling preventing suppressing or in any way relating to A) or B) above.

### **2. SONIC BANGS**

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

### **3. RADIOACTIVE CONTAMINATION**

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

#### 4. LOSS IN VALUE

Loss in value of any property following repair or replacement.

#### 5. POLLUTION

- a) Pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring, and
- b) All loss, damage or injury directly or indirectly caused by such pollution or contamination.

**B.** Any loss (including loss of value) of, or damage to the **Land** or any part of the **Land**.

#### C. YEAR 2000 NON COMPLIANCE

(Not applicable to Section 3 and 4 – Legal Liability)

Any claim, loss, liability or expense caused by or arising from directly or indirectly or in any way relating to any **Computer System** not being **Year 2000 Compliant**.

This exclusion shall not exclude subsequent loss or damage caused by a **Computer System** not being **Year 2000 Compliant** if such loss or damage is itself covered under this policy.

## Conditions applying to Sections 1 – 8

### 1. REASONABLE CARE

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

### 2. CANCELLATION

We may cancel this Policy by sending 14 days notice by recorded delivery to **You** or **Your** last known address.

Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

**You** have the right to cancel **Your** policy during a period of 14 days after the latter of the day of purchase of the contract or the day on which **You** receive **Your** policy documentation.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the policy.

### 3. INSTALMENTS/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 2 – 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.

### 4. OTHER INSURANCES

If any accidental loss or damage covered by this Policy is insured elsewhere **We** will only pay **Our** rateable proportion of any claim.

### 5. FRAUD

All benefit under this Policy will be forfeited if any claim is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy.

## 6. NOTIFICATION OF CLAIMS

### a) Loss of or Damage to Property

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

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property.
- ii) advise **Us** as soon as reasonably possible and at **Your** expense provide full details and proofs as requested by **Us**.
- iii) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- iv) within seven days of loss or damage by riot, civil commotion, strikes, labour disturbances or malicious persons, deliver to **Us** at **Your** own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurance covering such injury, loss or damage.

### b) Legal Liability

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

- i) advise **Us** immediately and as soon as possible provide full details and assistance as requested by **Us**.
- ii) immediately send to **Us** any letter, writ, summons, or other legal document issued against **You** or **Your Family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

## 7. CONDUCT OF CLAIMS

### a) Our Rights

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

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- iii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

### b) Recovery of Lost or Stolen property

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

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**.

## 8. GOVERNING LAW

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



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