

# Towergate Let Property Policy Wording



# Welcome to Towergate Let Property

## The Contract of Insurance

This Contract of Insurance is issued in accordance with the authorisation granted to Towergate Home & Protect by Royal & Sun Alliance Insurance plc.

The Insurance will pay for any loss damage injury costs or liability described in this Contract of Insurance arising from events happening during any period of Insurance for which the Insured have paid or agreed to pay and Insurers have accepted the premium.

This Contract of Insurance should be read together with the Schedule and any Endorsements.



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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 a trading name of Towergate Underwriting Group Limited.  
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road,  
Maidstone, Kent ME14 3EN  
Registered in England No. 4043759 [www.towergatehomeprotect.co.uk](http://www.towergatehomeprotect.co.uk)  
Authorised and regulated by the Financial Services Authority

Underwritten by: Royal & Sun Alliance plc  
Registered Number: 93792  
Registered in England and Wales at St Mark's Court,  
Chart Way, Horsham, West Sussex RH12 1XL  
FSA Number: 202323  
Authorised and regulated by the Financial Services Authority

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# Complaints Procedure

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

The Managing Director, Towergate Home & Protect, 3 Smith Way, Grove Park, Enderby, Leicester LE19 1SX

Tel: to 0844 892 1520  
Fax: 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:

Customer Relations

Telephone: 0800 107 6160  
Write: Royal & Sun Alliance, Customer Relations Office, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA  
Fax: 01422 325 146  
Email: [Halifax.customerrelationsoffice@uk.royalsun.com](mailto:Halifax.customerrelationsoffice@uk.royalsun.com)

If you are still not satisfied after the review, or you have not received a written offer of resolution within 8 weeks of the date they received your complaint, Royal & Sun Alliance are regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you can refer your complaint to them.

They can be contacted at:

Telephone: 0845 080 1800  
Write: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You must approach the Financial Ombudsman Service within 6 months of receiving the final response to your complaint from Royal & Sun Alliance. They will remind you of the time limits in their final response.

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Royal & Sun Alliance value your feedback and at the heart of their brand they remain dedicated to treating their customers as individuals and giving them the best possible service at all times. If they have fallen short of this promise, they apologise and aim to do everything possible to put things right.

## Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

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

To register a claim please contact Towergate Home & Protect on 0844 892 1522.

**Telephone call may be monitored or recorded to help us maintain a quality service.**

Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigation.

You should also refer to the Claims section under General Conditions on page 26 - 28 of this Policy.

## Introduction to your Towergate Let Property Insurance Policy

Please read this Policy booklet together with **Your Schedule**. These set out the cover **You** have chosen, plus any limits that apply. **You** should return the **Schedule** to Towergate Home & Protect immediately if any details are incorrect or if it does not provide the cover **You** need. If **You** decide that **You** do not want to accept this Policy, please return it within 14 days of receiving it. As long as **You** have not made a claim, **We** will refund **Your** premium.

### The contract of insurance

This Policy is a contract between **You** and **Us**, and is based on the information **You** gave **Us** when **You** applied for this insurance. In return for **Your** premium, **We** will provide the cover shown in the **Schedule** during the **Period of insurance**.

### Changes in your circumstances

Please tell Towergate Home & Protect immediately if there are any changes in Your circumstances which may affect this insurance.

For example:

- the people to be insured
- change of address
- change in type of tenant
- the Sums Insured are not adequate
- **Your Property** is to be left **Unoccupied** for more than 30 consecutive days
- criminal convictions or cautions of the people insured
- if any part of **Your Property** is going to be used for any trade, professional or business purposes other than of a clerical nature
- work to be done on the **Property** which is not routine repair, maintenance or decoration

Any change in circumstances may result in revised terms and conditions of this Policy from the date of the change. If **You** do not tell **Us** about any change, it may affect any claim **You** make.

### What cover is included

The Policy is divided into a number of sections and 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 **Your** responsibility 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 extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **Contents** this means the full cost of replacing all the property at today's prices (apart from household linen, where **You** may make a deduction for wear and tear and loss in value).

It's important that **You** insure for the full amount as the 'Sums Insured' are the maximum that **You** will pay in the event of a claim.

### Policy Limitations

This Policy is subject to certain Conditions and Exclusions as shown on pages 26-30 and limitations contained in the 'What is not Covered' and 'Settlement of Claims' elements of Sections 1 and 2.

### Index Linking

The **Buildings** Sums Insured in **Your Schedule** will be adjusted monthly and updated each year at the renewal date in line with any increase in the level of the House Rebuilding Cost Index (prepared by the Royal Institute of Chartered Surveyors) or any suitable alternative index We choose.

The new Sums Insured and renewal premium will be shown on **Your** renewal notice. However, **We** will not reduce Sums Insured if an index value reduces, unless **You** ask **Us** to do so. Index linking the **Buildings** Sum Insured will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.

### Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose your personal details to third parties, if it is necessary for the performance of your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by the insurers or their agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may use a country outside the European Economic Area ("EEA"). by proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

### Contracts (Rights of Third Parties) Act 1999 Clarification clause

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

### Choice of Law

There is a choice of law applicable to this contract. Unless specifically agreed to the contrary this insurance policy is subject to English Law.

### Financial Services Authority

Your policy is underwritten by Royal & Sun Alliance plc.

Royal & Sun Alliance plc is regulated by the Financial Services Authority (FSA) whose address is

The Financial Services Authority  
25 The North Colonnade  
Canary Wharf  
London  
E14 5HS  
Telephone number 020 7066 1000  
Website [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

### Financial Services Compensation Scheme

We are covered by the Financial Services Compensation scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends upon the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

# Definitions

Wherever the following words or phrases appear in this Policy, they will be shown in bold and have the following meanings:

## Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

## British Isles

The United Kingdom, Channel Islands and Isle of Man.

## Buildings

The **Property** and its permanent fixture and fittings, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges contained within the boundaries of the **Land**.

These must all be at the address shown in the schedule.

## Contents

Household goods and furnishings contained in the **Property** that **You** own or are responsible for.

The term **Contents** does not include:

- any permanent fixture and fittings of **Your Property**,
- any part of the structure of **Your Property** including ceilings, wallpaper and the like,
- property held in connection with **Your** trade, profession, business or occupation other than the letting of the **Property** specified in the **Schedule**,
- **Personal Money**,
- **Credit Cards**,
- property insured by any other insurance Policy,
- securities (stocks and shares) and documents of any kind,
- any living creature,
- **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,
- **Valuables**, personal effects and clothing.

## Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

## Endorsements

Any variation or addition to the terms of the Policy

## Excess

The first part of any claim which **You** must pay. The **Excess** applies separately to each individual **Property** detailed in the **Schedule**.

## Property

The house, flat or maisonette and its domestic outbuildings, garages, and the common parts, at the address shown in the **Schedule**.

## Land

The Land belonging to the **Property**.

## Motorised vehicle

Any electrically or mechanically powered vehicle.

## Period of insurance

The period of time the insurance is provided for under this Policy, as set out in the **Schedule**, and any other period the Policy is renewed for..

## 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.

## Schedule

This is part of the Policy. It shows **Your** details, details of 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.

## Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs, televisions, radios, home computers, audio and video equipment.

## We, Our, Us

The Insurers detailed in the **Schedule** as Insurers and Towergate Home & Protect as administrators of **Your** policy.

## You, Your

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

# Buildings

**This section applies only if it is shown in the Schedule**

**What is Covered**

- A. Loss of or damage to the Buildings caused by any of the following:
  1. Fire, explosion, lightning, earthquake
  2. Smoke
  3. Riot, civil unrest, strikes, and labour or political disturbances
  4. Malicious acts
  5. Storm or Flood
  6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance.

**What is Not Covered**

- The amount of any **Excess** shown in **Your Schedule**. Any amount over that shown as **Your Sum Insured** in **Your Schedule**.
2. Loss or damage that happens gradually.
  4. Loss or damage caused by persons (other than the tenant) lawfully in the **Property**. Loss or damage caused while the **Property** is Unoccupied.
  5. Loss or damage caused by freezing. Loss or damage to fences, gates and hedges.
  6. Loss or damage caused while the **Property** is **Unoccupied**. Damage to the installation or appliance itself. Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **Property**. Subsidence, heave or landslip caused by water escaping from the Home.

**What is Covered**

7. Theft or attempted theft
8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling radio and television aerials and dishes, and their fittings and masts
11. Subsidence or heave of the Land that the Buildings stand on, or landslip.

**What is Not Covered**

7. Loss or damage occurring while the **Property** is **Unoccupied**. Loss or damage contributed to, or caused by **You** or **Your** family or any person other than the tenant lawfully in the **Property**.
8. Loss or damage caused by domestic pets.
9. Damage to hedges, gates and fences. Damage caused by the felling or lopping of trees.
10. Damage to the receiving aerial, fittings or mast itself.
11. Damage to swimming pools, ornamental ponds and fountains, greenhouses, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges, or fixed tanks providing fuel to the **Property** unless the **Property** is damaged by the same cause at the same time. Loss or damage caused by the foundations settling, shrinking or expanding. Loss or damage caused by made up ground settling or new structures bedding down. Loss or damage caused by coastal or river erosion. Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Property** are damaged by the same cause at the same time.

## 12. **Accidental Damage**

This extension to cover applies only if it is shown in the **Schedule**.

All other **Accidental Damage** to the buildings.

Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.

Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials. Reduction in market value following repair.

Loss or damage which originated before this Policy came into force.

## 12. Maintenance and normal redecoration costs.

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

Damage which is specifically excluded elsewhere in Section 1.

Damage caused by:

- Wear and tear, settlement, shrinkage, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
- faulty materials, design or workmanship;
- chewing, scratching, tearing or fouling by domestic pets;
- **Building** renovations, alterations, extensions or repairs
- water entering the property other than by storm or flood.
- mechanical, electrical or electronic fault or breakdown.
- or from subsidence, heave, landslip, movement, settlement or shrinkage of any part of **Your Buildings** or of the land belonging to **Your Buildings**.
- the coast or a riverbank being worn away.

# Additional Cover under this section

## What is Covered

- B. **Damage to plumbing installations by freezing**  
Damage to interior fixed domestic heating or water installations caused by freezing.
- C. **Fixed glass and sanitary fittings**  
The accidental breaking of fixed glass, ceramic hobs 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. **Damage to underground 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; which **You** are legally responsible for.

## What is Not Covered

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

- B. Loss or damage occurring while the **Property** is **Unoccupied**.
- C. Damage caused when the **Property** is **Unoccupied**.
- D. Loss or damage occurring while the **Property** is **Unoccupied**  
Loss or damage caused whilst clearing or attempting to clear a blockage  
Damage due to a fault or limit of design, manufacture, construction or installation.  
Loss or damage caused by gradual deterioration that has caused an installation to reach the end of its serviceable life.  
Loss or damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of your **Buildings** or the land belonging to your **Buildings**.  
Loss or damage by any cover listed elsewhere in the **Buildings** section and which is specifically excluded under that cover.  
Loss or damage caused by the coast or a riverbank being worn away.

## What is Covered

### E. **Additional Costs**

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 part of the **Buildings**, which **We** have agreed to pay.

- (c) The cost of meeting **Building** regulations or municipal or local authority by-laws.

### F. **Loss of Rent and the cost of Alternative Accommodation**

If the **Property** is damaged by any cause listed under Section 1A and, as a result, it cannot be lived in, **We** will pay:

- (a) for **Your** loss of rent; and  
(b) any reasonable extra accommodation expenses; until the **Property** is ready to be lived in.

**We** will not pay more than 20% of the **Buildings** Sum Insured, for any one incident.

### G. **Contracting Purchaser**

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 buyers will be entitled to any benefit from this

## What is Not Covered

Loss or damage caused by or from demolition, alteration or repair to your property.

### E.

- (a) Fees charged for preparing any claim under this Policy.

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

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.

### H. **Replacement Buildings**

If **You** buy a new **Property**, **Your** existing **Buildings** will be insured free of charge until the date of completion or for 3 months, whichever is the earlier. This extension will operate from the time **We** agree to insure the **Buildings** of **Your** new **Property**.

### I. **Emergency Access**

Damage to the **Property** caused by forced access to deal with a medical emergency or to prevent damage to the **Property**. **We** will not pay more than £1,000 for any one incident.

### J. **Tracing and Access of Leaks**

If the **Buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **Property**, **We** will pay the reasonable cost of removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak and making good. **We** will not pay more than £1,000 for any one incident.

### K. **Property Owners Liability**

**Your** legal liability as owner of the Buildings to pay damages and claimants' costs and expenses for:

- accidental death, bodily injury, illness or disease; or
- accidental loss of or damage to property; happening during the **Period of Insurance** and arising:

### K. **Liability arising from:**

- accidental death, bodily injury, illness or disease to **You** or **Your** family;
- loss of or damage to property which **You** or **Your** family own or are responsible for;
- any trade, business or profession of **You** or **Your** family other than the letting of the Buildings;

- (a) from **You** owning the **Buildings**; or  
(b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for any **Property You** own and occupy or lease and occupy.

If the **Buildings** section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any **Property** insured by this section before the Policy was cancelled or ended.

**We** will not pay more than £2,000,000 for any one incident (other than accidental death, bodily injury, illness or disease to any domestic employee where the amount is £10,000,000).

**We** will also pay all **Your** costs and expenses that **We** have already agreed to in writing.

- the ownership or use of any **Motorised Vehicle**;
- any agreement or contract unless liability would have applied anyway;
- the passing on of any contagious disease or virus.
- under (b), if it is covered by any other insurance.

## Settlement of Claims

### Underinsurance Condition

At all times the Sum Insured must be adequate to cover the full cost of rebuilding the **Buildings** to the same specification including an amount for demolition costs and architects' and surveyors' fees.

If at the time of a loss **Your** Sum Insured on **Buildings** is less than 85% of the reinstatement cost of the **Buildings** including fees the amount otherwise payable by **Us** will be proportionately reduced.

### Settling Buildings claims

**We** can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

### What we will pay

The most **We** will pay under paragraphs A-E, G, H and L for loss or damage arising out of one incident is the **Buildings** Sum Insured shown in the **Schedule**.

**We** will not pay for any reduction in the market value of the **Property** after the damaged parts of the **Property** have been replaced, reinstated or repaired.

**We** will not reduce the Sum (or Sums) Insured by the amount paid under any claim.

### Pairs, sets and suites

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair);
- a suite; or
- any other item of a uniform nature, design or colour;

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

# Contents

This section applies only if it is shown in the Schedule

### What is Covered

- A. Loss of or damage to the **Contents** in the **Property** caused by any of the following:
  1. Fire, explosion, lightning, earthquake
  2. Smoke
  3. Riot, civil unrest, strikes, and labour or political disturbances
  4. Malicious acts
  5. Storm or flood
  6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance.

### What is Not Covered

- The amount of any **Excess** shown in **Your** schedule.  
Any amount over that shown as **Your** Sum Insured in **Your Schedule**.
- 2. Loss or damage that happens gradually.
- 4. Loss or damage caused by persons (other than the tenant) lawfully in the **Property**. Loss or damage caused while the **Property** is **Unoccupied**
- 6. Loss or damage caused while the **Property** is **Unoccupied**. Damage to the installation or appliance itself.

### What is Covered

- 7. Theft or attempted theft

### What is Not Covered

- 7. Loss or damage occurring while the **Property** is **Unoccupied**. Loss or damage contributed to, or caused by **You** or **Your** family or any person other than the tenant lawfully in the **Property**. Loss by deception unless deception is only used to gain entry to the **Property**. Loss or damage occurring where the **Building** is a self-contained flat and the theft or attempted theft is from any part of the building that other people have access to. **We** will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).
- 8. Loss or damage caused by domestic pets.
- 8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals.
- 9. Falling trees or branches, lamp posts or telegraph poles.
- 10. Falling radio and television aerials and dishes, and their fittings and masts
- 10. Damage to the receiving aerial, fittings or mast itself.
- 11. Subsidence or heave of the **Land** that the **Buildings** stand on, or landslip.
- 11. Loss or damage caused by the foundations settling, shrinking or expanding. Loss or damage caused by made up ground settling or new structures bedding down. Loss or damage caused by coastal or river erosion.

## 12. Accidental Damage

This extension to cover applies only if it is shown in the **Schedule**.

All other **Accidental Damage** to the **Contents** while in the **Property**.

Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Property** are damaged by the same cause at the same time. Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction. Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.

## 12. Damage caused while the **Property** is **Unoccupied**.

Damage which is specifically excluded elsewhere in Section 2. Damage to food in freezers, clothing, sports equipment, contact lenses, stamps and pedal cycles. Loss in value. Indirect loss.

Damage caused by:

- wear and tear, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
- chewing, scratching, tearing or fouling by domestic animals;
- any process of dyeing, cleaning, alteration, washing, repairing, renovation or restoration.
- electrical or mechanical breakdown.

Damage to glass, china or porcelain for any amount in excess of £500.

# Additional Cover under this section

## What is Covered

- B. **Glass and Mirrors Accidental Damage** to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the **Property**.
- C. **Household Removals**  
Loss of or damage to **Contents** while being moved by professional furniture removers from the **Property** to another address (including temporary storage in a furniture depository for up to 7 consecutive days) in the British Isles.
- D. **Loss of Rent and the cost of Alternative Accommodation**  
If the house or flat is damaged by any cause listed under Section 2A and, as a result, it cannot be lived in, **We** will pay:  
(a) for **Your** loss of rent; or  
(b) any reasonable extra accommodation expenses; until the **Property** is ready to be lived in.  
**We** will not pay more than 20% of the **Contents** Sum Insured for any one incident.

## What is Not Covered

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

- B. Damage caused while the **Property** is **Unoccupied**.
- C. Loss 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 or damage insured under another Policy.

E. **Replacement Locks**

Following the accidental loss or theft of keys, **We** will pay for the cost of replacement locks, lock mechanisms, keys, and key switches to:

- (a) external doors and windows of the **Property**; or
- (b) intruder alarm systems or domestic safes fitted in the **Property**;

**We** will not pay more than £500 for any one incident.

F. **Fuel and metered water**

**We** will cover the accidental loss of domestic heating fuel or metered water for which **You** are responsible.

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

G. **Contents in the open**

**We** will cover loss of or damage to Contents by any of the causes listed under Section 2A happening in the open on **Land** belonging to the **Property**.

**We** will not pay more than £250 for any one incident.

H. **Emergency access**

**We** will pay for damage to **Contents** following necessary access to the **Property** to deal with a medical emergency or to prevent damage to the **Property**.

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

F. Loss or damage caused while the **Property** is **Unoccupied**.

G. Loss or damage caused while the **Property** is **Unoccupied**.

Loss of or damage to pedal cycles.

## Settlement of Claims

### Underinsurance Condition

At all times the Sum Insured must be adequate to cover the full cost of replacing **Your Contents** as new (apart from household linen where you may make a deduction for wear and tear and loss in value).

If at the time of a loss **Your** Sum Insured on **Contents** is less than the replacement cost of the **Contents** the amount otherwise payable by **Us** will be proportionately reduced.

### Settling Contents claims

**We** can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

A deduction for wear and tear will apply for:

- household linen; and
- property that does not belong to **You**, unless **You** are legally responsible for the cost of replacement as new under the terms of an agreement.

### What we will pay

The most **We** will pay under paragraphs A to C for loss or damage arising out of one incident is the **Contents** Sum Insured shown in the **Schedule**.

**We** will not reduce the Sum (or Sums) Insured by the amount paid under any claim.

### Pairs, sets and suites

**We** will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair);
- a suite; or
- any other item of a uniform nature, design or colour, including carpets; (when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched).

# General Conditions

These Conditions apply to all sections of the Policy.

## 1. Your duty to prevent loss or damage

- (a) **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- (b) All property insured by this Policy must be maintained in good condition.

## 2. Your Policy

**Your** Policy includes:

- **Your Schedule**;
- the relevant sections of this booklet;
- any extra Policy sections shown in **Your Schedule**; and
- any **Endorsements** which apply to **Your** cover.

## 3. Claims

**Your** duties:

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this Policy, **You** must:

- (a) tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- (b) contact Towergate Home & Protect as soon as reasonably possible and provide all the information and help **We** need;
- (c) do all **You** reasonably can to get back any lost or stolen property and tell Towergate Home & Protect without unnecessary delay if any property is then returned to **You**;
- (d) send Towergate Home & Protect all correspondence, legal documents or any other document unanswered; and
- (e) avoid discussing liability with anyone else without **Our** permission.

## Proof of value and ownership

To help **You** prove any loss, **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

## Our rights

- (a) **We** may:
  - take over and defend or settle any claim in **Your** name; or
  - prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- (b) **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.

## Limit

For any claim or series of claims involving legal liability covered by this Policy, **We** may pay:

- (a) up to the limit shown in the Policy (less any amounts already paid as compensation), or
- (b) any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

## 4. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under this Policy or return any premium to you. **We** may also tell the police.

## 5. Other insurance

If there is any other insurance covering the same claim, we will only pay our share of the claim, even if the other insurer refuses the claim.

## 6. Monthly premiums

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 7 – Cancelling this Policy. 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 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.

## 7. Cancelling this policy

- (a) **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.
- (b) Should **You** cancel the policy after the 14 days, **We** will work out the premium for the period **We** have been insuring **You**, based on proportionate rates, and refund any balance. However, **We** will charge **You** at least two months' premium.
- (c) **We** or Towergate Home & Protect may cancel this Policy by sending 14 days' notice by recorded delivery to **Your** last known address. As long as **You** have not made a claim during the current **Period of Insurance**, **You** will be entitled to a return of **Your** premium relating to the remaining part of the **Period of Insurance** **You** have paid the premium for.

## 8. Your duty to keep to the conditions of this Policy.

To be covered by this insurance, **You** must keep to the terms and conditions of this Policy.

## 9. Arbitration

If **We** have accepted **Your** claim but disagree with the amount **We** should pay, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

# General Exclusions

**This Policy does not cover any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, contributed to or arising from:**

## 1. War

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

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

## 2. Terrorism

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

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

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. Loss in Value

Loss in value of any property following its repair or replacement.

## 7. 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.

## 8. Date recognition failure

In the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether **Your** property or not correctly to

- (a) recognise any data as its true calendar date
- (b) capture, save, retail and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any data other than its true calendar date
- (c) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data

provided that this Exclusion shall not apply to subsequent damage not otherwise excluded which results from any of The Basic Cover A1-11 of section 1 Buildings.

## 9. Electronic data exclusion clause

This policy shall not cover

Damage or Consequential Loss directly or indirectly occasioned by or happening through or in consequence of Computer Virus(es) or from erasure or corruption or alteration of Electronic Data.

## 10. Wear and tear

Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, or restoration or any consequential loss.

## 11. Existing and deliberate damage

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the period of insurance starts or caused deliberately by you.

## 12. Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

## 13. Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

### Definitions

Computer Virus is a corruption instruction that propagates itself via a computer System or Network.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

# Endorsements

**Your Schedule tells you which Endorsements apply.**

The following **Endorsements** relate to aspects which are fundamental to this Policy. **You** must comply with the conditions in every respect and at all times. If **You** do not comply a claim payment may not be made in the event of loss or damage to **Your** property.

## 20. Restricted Theft

Section 2 – **Contents** A 7 excludes loss or damage unless the theft involves forcible entry to or exit from the **Property**.

### Inventory Clause

It is a condition of Section 2 – **Contents** that **You** keep an up to date inventory of the **Contents** in the **Property** and it's state of repair.

### Change of Tenancy

It is a condition of this Policy that **You** notify Towergate Home & Protect if tenancy changes from professional let to DSS or student let or vice-versa, or property becomes professionally managed, as soon as is reasonably possible.

## 21. Malicious Damage Exclusion

Section 1 – **Building** A 4 and Section 2 – **Contents** A 4 excludes loss or damage by persons to whom the **Property** has been lent, licensed, let or sub-let.

## 26. Minimum Security Warranty

It is a condition of your Policy that the following minimum security must be in effect for theft cover to be operative:

- (a) Main entrance/exit door is secured by a five lever mortice deadlock or good quality deadlocking cylinder lock (not a night latch).
- (b) Patio sliding doors each secured by a key operated multi-point locking system or key operated locking device at the top and bottom of the opening door in addition to the manufacturer's lock.
- (c) Other doors are secured by mortice rack bolts or other similar locks near the top and bottom of each door.
- (d) Key operated window locks fitted to all ground floor and accessible windows.

**Towergate Home & Protect** is a trading name of  
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