

Towergate
Signature
homeplus

POLICY





Your Towergate Signature Home Plus cover comes complete with a service that's flexible and first-class in every way, with claims resolved quickly and without any hassle, and to your choice of cash settlement, replacement or an expertly designed replica. A service that looks after your lifestyle as much as your home, offering a level of support above and beyond what you would find with standard cover.

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An Introduction

Thank you for choosing Towergate Signature Home Plus Policy.

Please keep this policy in a safe place since it contains important information about your insurance protection.

You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

Who is the Insurer?

The insurer of all sections of the policy other than as noted immediately below is Aviva Insurance UK Limited. Registered in England, No. 99122. Registered Office: 8 Surrey Street, Norwich, NR1 3NG. Authorised and regulated by the Financial Services Authority

Home Emergency Service cover, is a contract of insurance with Inter Partner Assistance, The Quadrangle, 106 – 118 Station Road, Redhill, Surrey RH1 1PR and a separate contract with AXA Assistance who arrange and administer this cover.

The Personal Lawyer cover, the Personal identity theft insurance and the Travel Legal Expenses is a contract of insurance with Inter Partner Assistance. Registered in England, No 4672894. Registered Office: The Quadrangle, 106 – 118 Station Road, Redhill, Surrey RH1 1PR. Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK.

Your Cancellation Rights

You have a statutory right to cancel your policy within 14 days from the day of purchase or renewal of the contract or the day on which you receive your policy or renewal documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. Alternatively, if you wish to cancel and the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered. This will be calculated on a pro-rata basis for the period in which you received cover. If you do not exercise your right to cancel your policy, it will continue in force and you will be required to pay the premium. For your cancellation rights outside the statutory cooling off period, please refer to the General Conditions section of the booklet.

If you do want to cancel this policy you should contact your professional adviser or

The Managing Director – Towergate Underwriting Household
Towergate House
St Edwards Court
London Road
Romford
Essex
RM7 9QD

Telephone No: **01708 777710**

Fax No: **01708 777711**

To ensure we maintain a high quality service, we may monitor or record telephone calls.

Your Towergate Signature Home Plus Policy

This policy is a contract of insurance between you, the policyholder, and the insurer. The following elements form the contract of insurance between you and the insurer, please read them and keep them safe:

- your Signature Home Plus policy booklet and Travel booklet where applicable;
- information contained on your application and/or Statement of Fact document ;
- your schedule;
- any clauses endorsed on your schedule;
- any changes to your policy contained in notices issued by the insurer at renewal.

In return for your premium, the insurer will provide the cover shown on your schedule on the terms and conditions of this policy booklet during the period of insurance.

Our provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Andy Homer



Chief Executive Officer
Towergate Underwriting Household

for and on behalf of insurers
A trading name of Towergate Underwriting Group Limited
Registered Office: Towergate House, Eclipse Park,
Sittingbourne Road, Maidstone, Kent ME14 3EN

Your policy wording

The schedule, together with this policy booklet, sets out the cover you have selected. It is important that you read these carefully to ensure that all details are shown correctly and your requirements have been met. To ensure that you remain fully protected we recommend that you review sums insured and policy limits periodically and contact your insurance adviser if they become inadequate.

Changes we need to know about

Please tell your insurance advisor immediately to let us know, if there are any changes to the information set out in the application form and/or Statement of Fact or on your Policy Schedule, or any other changes in your circumstances which might affect your insurance, for example the people to be insured, the sums insured are not adequate, your home is to be left unoccupied for more than 60 days in a row, criminal convictions or cautions of the people insured. If you are in any doubt please contact your insurance advisor.

When we are notified of a change we will tell your insurance advisor if this affects your insurance, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy. If we are not told about a change it may affect any claim that you make.

Law applicable to the contract

The law of England and Wales will apply to this contract unless:

- you and the insurer agree otherwise; or
- at the date of the contract you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of language

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

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact your insurance broker.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London, E1 8BN.

Telephone taping

For our joint protection, calls may be recorded and/or monitored.

Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated underwriter. For our joint protection, calls may be recorded and/or monitored.

Optional Travel Cover

Towergate Signature Home Plus is very much an all-encompassing service and to extend this we offer optional Travel Cover for you and your family should you wish to have this included within your policy rather than having to take separate cover each time you travel.

Travel insurance

Whether travelling on business or pleasure, your Towergate Signature Home Plus policy can be extended to provide you with a high level of annual travel cover for peace of mind before and whilst you're away:

- worldwide cover, for trips up to 90 days including holidays in the UK lasting longer than two nights
- one policy covers you, your partner, family members and domestic staff who live at your home
- 24 hour Worldwide Emergency Medical specialists' service for immediate assistance outside the UK, including repatriation home if required
- winter sports additional cover for up to 30 days per period of insurance, including cover for loss or damage of hired equipment, delay due to avalanche, piste closure and non-refundable ski-pack costs.

Full details of this option are available from your insurance adviser. If you have purchased travel cover with this policy, a refund may not be available if it is subsequently removed after the statutory cancellation period. Please refer to the travel policy wording for full details.

Signature Home Plus services

From valuations to home security visits, your home policy includes a range of helpful benefits.

Independent valuation services for your home and contents

If you would like to have any of your possessions valued, or obtain an accurate re-building cost of your home, we have negotiated special discounted fees for Towergate Signature Home policyholders for the services of Quastel Associates and Barret Corp Harrington (BCH). Both are independent, professionally accredited companies whose valuations are carried out by professionally qualified staff offering full UK coverage.

Valuations for possessions

We have arranged preferential fees with Quastel Associates – professional valuers specialising in antiques, works of art, jewellery and general contents. By using Quastel Associates insurance 'Wealth-check' or 'Bespoke' services, valuations can be tailored to your precise requirements. Valuations are available for any number of items from a single picture to entire house contents, including a detailed inventory and digital photographs of specialised items if required. Following a 'Wealth-check' valuation you will receive a report with breakdown into categories required for insurance. With a 'Bespoke' valuation you will receive an appraisal document listing items and values. You can then be fully confident of having the right level of cover for all your possessions.

To book and for details please call Quastel Associates on 0870 9020940.

Calls are charged at the national call rate.

Valuations for re-building your home

In our experience, listed properties and high valued homes can often be dramatically underinsured. To safeguard your home fully and for your own peace of mind we have arranged preferential fees with Barret Corp Harrington (BCH) – professional valuers specialising in providing risk management services for high net worth and listed properties. Barret Corp Harrington (BCH) will provide you with an accurate re-building measurement and valuation of your home, reflecting the age and status of your home and all its distinguishing features. Following their survey, you will receive a re-building valuation and a photographic record of your home. Remember, with a professional valuation of your home, we will pay up to 150% of your sum insured in the event of a claim.

To book and for more details please call Barret Corp Harrington (BCH) on 0844 412 4495.

Calls are charged at the national call rate. Please confirm that you are a Towergate Signature Home policyholder when calling either company.

Security helpline

For general advice on locks, alarms, safes, fire prevention, health and safety and environmental issues call the Risk Solutions Helpline on 0845 366 6666. Lines are open 9am-5pm Monday to Friday and calls are charged at local rates.

Home security visit

As a Towergate Signature Home Plus policyholder you can request a free home security visit for a complete review of your property, looking at such areas as theft and fire prevention and the general condition of the property. Call the Risk Solutions Helpline on 0845 366 6666. Lines are open 9am-5pm Monday to Friday and calls are charged at local rates.

Personal identity protection helpline

If you have become a victim of identity theft or require information on protecting your identity our professional advisers can offer detailed guidance and advice.

Simply call on 0844 770 1040 and quote "Towergate Signature".

For full details of the cover and services supplied under the Personal identity protection section, please refer to the policy booklet.

Homesitters

We have arranged preferential rates for Towergate Signature Home clients for the home caretaking services provided by Homesitters Limited. Rigorously-vetted employees will look after your home and care for pets while you are away, either round-the-clock or during specified hours of the day.

For details, call 01296 630 730. Calls are charged at the national call rate.

Guardian Safes

We have arranged preferential rates for Towergate Signature Home clients with Guardian Safes Limited, who can provide and professionally install safes for the home.

For details, call 0117 978 4800. Calls are charged at the national call rate.

Legal and tax helpline

A free service for expert advice on a wide range of legal issues, from credit and consumer law to medical and workplace matters, plus advice on any personal UK tax matter.

Call on 0844 770 1040 and quote "Towergate Signature".

Our claims service

How do I make a claim?

Our experienced claim teams are there to help you whenever you need it and will always strive to meet your expectations. We always look to get things settled as quickly as we can but if you need extra support we'll provide you with a Home Claims adviser to manage your claim individually until everything is settled as you want it.

We also offer a Personal Jeweller if you lose an item of jewellery. They will provide additional support to help create a replica piece, arrange replacement, specialist repair or a cash settlement if required.

For claims under all sections other than detailed below, telephone our dedicated claims service on 0800 096 3256 (for claims abroad call 0044 1603 208 126). Most claims won't require a claim form. An incident manager will immediately take charge of your claim to get things back to normal as soon as possible with the minimum of fuss. Once we confirm that the incident is covered by your policy:

- your Incident Manager will arrange for any trades people to come to your property to carry out emergency repairs and secure it properly
- there is no need to bother with getting cost estimates before they start work
- there is also no need for worry about payment since their bills (apart from any excess that may apply to your policy) are settled directly by us
- we have a network of nationally approved suppliers to replace stolen or damaged household items on the basis of the 'new for old' cover provided by your policy.

Your Incident Manager will handle your claim from start to finish. They will regularly update you on progress.

For Medical Emergencies and Travel Assistance under the Travel section call 0044 1603 604 903.

For claims under the Personal Lawyer cover section call 0844 770 1040 and quote "Towergate Signature".

For claims under Legal Expenses within the Travel section call 0844 770 1046 and quote "Towergate Signature".

For all other claims under the Travel section call 0044 1603 604 904 from abroad and 01603 604 904 from the UK.

For claims under the Pest contamination cover within the Buildings section call 0800 408 1529.

For claims under the Personal identity protection section call 0845 770 1040 and quote "Towergate Signature".

For claims under the Home Emergency Service Section call 0800 051 1750 and quote "Towergate Signature"

Definitions

Certain words and phrases used in this policy have the precise meanings as described below and apply to the Buildings, Contents, Personal belongings and Art, antiques and collectables sections. Wherever these words or phrases appear they will be shown in *italics*.

Art, antiques and collectables

Items that are rare and attractive, of good quality and in good condition, reflecting the age in which they were made. This includes such items as paintings, furniture, etchings, tapestries, ceramics, statues, sculptures, stamp and coin collections, items made of precious metals and/or stones, curios and collectables, all of which belong to *you* or for which *you* are legally responsible.

Buildings

- the *home*, swimming pools, ornamental fountains and ponds, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, domestic fixed fuel tanks, lamp posts and fixed statues
- cables and underground pipes providing services to or from the *buildings*, cess pits, septic tanks and drain inspection covers
- external lighting, surveillance equipment and alarm systems fixed to the *buildings*
- fixtures and fittings which belong to *you* or for which *you* are legally responsible
- interior decorations belonging to *you* where *you* are the tenant of the private dwelling or where *you* are the owner but are not responsible for insuring the private dwelling.

Business property

Furniture, equipment, supplies and stock used in connection with a business conducted from the *home*.

Company/insurer/we/our/us

Aviva Insurance UK Limited. Registered in England, No. 99122. Registered Office: 8 Surrey Street, Norwich, NR1 3NG. Authorised and regulated by the Financial Services Authority.

Contents

Household goods, *Art, antiques and collectables* and personal belongings

- which are *your* property
- which are the property of *your* visitors or resident domestic employees
- for which *you* are legally responsible.

Fixtures and fittings belonging to *you* or for which *you* are responsible where *you* are the owner of the private dwelling but are not responsible for insuring it and where *you* have no right of claim under any *buildings* insurance.

Contents continued

Radio aerials, television aerials and satellite dishes fixed to the *home*, their fittings and masts.

Contents also includes *personal money* and *business property*.

The definition of *contents* does not include:

- aircraft, watercraft, caravans and trailers and portions, parts and accessories for any of these items
- any living creature
- items more specifically insured
- motorised vehicles and watercraft other than:
 - motorised domestic gardening equipment
 - golf carts, models and toys
 - vehicles designed to assist disabled persons which are not registered for road use
 - motorcycles with an engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the land belonging to the *home*.
- sailboards, surfboards, windsurfers and jet skis.

Excess

The amount which *you* pay for each separate claim.

Home

The private dwelling and its outbuildings used solely for domestic purposes at the address of the insured property shown in the schedule.

Insured/insured person/you/your/yours

The person(s) named in the schedule, their domestic partner and members of their family(ies) permanently living with him/her/them.

Outdoor items

Items designed to be left outside, including garden furniture, statues, ornaments, barbecues, marquees and portable gazebos, children's play equipment.

Period of insurance

The period of time covered by this policy, as shown in this schedule, or until cancelled. Each renewal represents a start of a new *period of insurance*.

Personal money

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

Unfurnished

Insufficiently furnished for normal living purposes.

United Kingdom

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

Unoccupied

Not lived in by *you* or by anyone with *your* permission.

Buildings

Cover Section A

The buildings

Loss or damage to the *buildings*
Loss or damage to newly acquired fixtures and fittings for the *buildings*, up to 15% of the *buildings* sum insured, provided *you* request cover for the items within 45 days of acquisition, provide appropriate details to *us* and pay *us* any required additional premium. *We* reserve the right not to insure the newly acquired fixtures and fittings after the 45th day. The most *we* will pay in respect of any one claim or occurrence is £25,000.

Exclusions to all buildings sections

(See also General Exclusions)

The excesses shown in your schedule. No excess applies to Section I.

Malicious damage, theft or attempted theft caused by *you*, *your* paying guests or tenants.

Loss or damage caused by theft, attempted theft or malicious persons after the *home* has been left *unfurnished* or *unoccupied* for more than 60 consecutive days.

Loss or damage caused by escape of water from or freezing of water in water tanks, pipes, apparatus or fixed heating systems after the *home* has been left *unoccupied* or *unfurnished* for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period October to March inclusive or the water supply is turned off at the mains and the system drained.

Storm or flood damage to fences, gates and hedges (unless following impact by falling trees).

Accidental damage, subsidence or heave directly caused by the use of defective materials, defective design or defective workmanship.

The cost of maintenance or normal redecoration. Damage caused by normal settlement or shrinkage or by subsidence of newly made-up ground.

Loss or damage by subsidence, heave or landslip:

- to swimming pools, ornamental fountains and ponds, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges, domestic fixed fuel tanks or lamp posts unless a claim is accepted for such damage to the *home*

- if *you* knew when this policy started that any part of the *buildings* had already been damaged by subsidence, heave or landslip, unless *you* told *us* about this and *we* accepted it.
- caused by coastal or river erosion
- to solid floors, caused by compaction of infill.

Section B

Additional expenses

When a claim is accepted under Section A *we* will also pay:

- a) architects' and surveyors' fees necessary for the reinstatement of the *buildings*
- b) the necessary cost of removing debris, demolishing, shoring or propping up the damaged parts of the *buildings* which *we* have agreed, in writing, to pay
- c) the additional cost of reinstatement of the *buildings* which has to be paid to comply with statutory or other building regulations or municipal or local authority bylaws
- d) the reasonable costs of debris removal of fallen tree(s) or branches of the whole tree(s) if they have been totally or partly uprooted.

We will not pay for:

- fees for preparing any claim
- any cost *you* are legally liable to pay because of a notice served on *you* before the date of destruction or damage
- costs *you* have to pay for removing any part of the tree(s) that is still below ground and/or for restoring the site.

Buildings

Section C

Rent and alternative accommodation

If the *home* is damaged by any cause listed in Section A and cannot be lived in we will pay for the undernoted costs from the date of the loss until the *home* can be lived in again:

- a) reasonable additional costs which have to be paid for comparable alternative accommodation for *you* and *your* domestic pets and horses
- b) rent which *you* still have to pay
- c) rent which *you* would have received if *you* had been renting out all or part of the *home*.

The most we will pay under this section is the *buildings* sum insured.

Section D

Compulsory evacuation

If a local authority prohibits you from living in the *home* following loss or damage to a neighbouring property we will pay reasonable additional costs which have to be paid for comparable alternative accommodation for *you* and *your* domestic pets and horses for a period up to 30 days from the date of compulsory evacuation.

Section E

Temporary removal of fixtures

Loss or damage to permanent fixtures while temporarily removed from the *home* to another building for periods up to 60 days for restoration, renovation, repair or safekeeping.

Section F

Garden and trespass cover

If *your* garden at *your home* is damaged by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft; and/or
- collision by vehicles, animals, aircraft or anything dropped from them; and/or
- any unlawful trespass

we will pay the cost of re-landscaping, removal of litter, repairing gates and fences up to £25,000 but not more than £5,000 in respect of theft or attempted theft.

Exclusions

(See also General Exclusions)

We will not pay for claims arising from or in connection with damage caused by:

- unlawful trespass to any land other than that at *your* main residence in the *United Kingdom*
- the removal of trespassers from *your* land, which was not authorised by a court of jurisdiction.

Section G

Tracing and accessing leaks

We will pay the reasonable costs, up to the *buildings* sum insured, for removing and replacing any part of the *buildings* necessary to find and repair the source of any escape of water from water tanks, pipes, apparatus or fixed heating system of the *buildings*.

Section H

Sale of buildings

We will pay up to the sum insured on *buildings* to any purchaser of *your buildings*, for loss or damage or other costs covered by this section. This applies only during the period between exchange of contracts or conclusion of missives and completion date and provided the *buildings* are not otherwise insured by the purchaser or on their behalf.

Buildings

Section I

Your liability to the public

Your legal liability to pay damages and claimant's costs and expenses for:

- accidental bodily injury or illness; or
- accidental loss of or damage to property;

occurring during the *period of insurance* and incurred by you:

- a) as owner (but not as occupier) of the *buildings*;
or
- b) under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any *home* which *you* previously owned or occupied.

If *you* cancel this section the cover provided under b) above will continue for a period of seven years in respect of any *home* insured by this section before cancellation, provided no other policy covers this liability.

We will not pay more than £5,000,000 for any one claim or claims arising from one occurrence.

We will also pay all *your* costs and expenses incurred with *our* written consent.

In the event of *your* death we will indemnify *your* personal representatives against any liability incurred by *you* and insured under this section.

Exclusions

(See also General Exclusions)

Liability

- in respect of bodily injury to or sickness contracted by any employee when injury or sickness arises out of and in the course of his/her employment by *you*
- in respect of loss or damage to property belonging to *you* or in *your* custody or control
- caused directly or indirectly in connection with any motorised vehicle for which insurance or security under any road traffic legislation is required
- arising under any agreement entered into by *you* unless that liability would have applied even if the agreement did not exist
- arising in connection with *your* trade, business or profession.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau

Section J

Pest contamination cover

Definitions

These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply.

Property

The domestic or private premises that is *your* principal permanent place of residence as stated on the policy schedule, used for domestic purposes, including furnished/ habitable outbuildings not attached to the main residence but within the property's boundaries. This definition excludes properties in multiple occupancy, second homes, holiday homes, mobile homes and commercial premises.

Pest contamination

Sudden and unforeseen infestation of the *property* by any of the pests detailed in the 'Schedule of Pests' which are covered under this policy section.

Emergency

Sudden and unforeseen *pest contamination* that:

- a) exposes *you* to a risk to your health; or
- b) creates a risk of loss of or damage to the *property* and any of your belongings forming part of or normally contained within the *property*; or
- c) make the *property* uninhabitable.

Buildings

Section J, Pest Contamination - continued

Cover

1. The insurance provides cover for professional extermination and control of the pests detailed in the 'Schedule of Pests' below. The cover is for emergency pest contamination in the *property* at the address on *your* policy schedule, including its cellars and adjoining outbuildings. In respect of wasp and hornets' nests the cover extends to the garden of the *property*. We will pay up to £500 (including VAT) per incident.

Schedule of Pests

- Brown rat
- Black rat
- House Mouse
- Field Mouse
- Wasps' nest
- Hornets' nest

Exclusions

(See also General Exclusions)

1. We are not liable for any of the following:
 - a) infestations known to exist at the insured *property* prior to commencement of this policy
 - b) damage to decorations or to any wall partition or ceiling including wallpaper and paintwork caused by pests directly or indirectly
 - c) infestation of communal areas
 - d) infestation of gardens and outbuildings not covered under the definition of *property* within this section
 - e) damage to the structure or masonry or fixtures or fittings caused by pests directly or indirectly
 - f) infestation in a *property* that has been *unoccupied* for more than 60 consecutive days.
 - g) costs of any contractors not authorised by us in advance.

Pest Contamination Conditions

(See also General Conditions)

1. You shall give reasonable access to enable the contractor's service technicians to apply appropriate treatments. Furthermore, it is conditional upon you that you follow any recommendations made by the service technician on pest prevention and hygiene measures. You must also take all reasonable measures to prevent *pest contamination* in the first place.
2. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, we will not pay more than *our* fair share (rateable proportion) of any claim.
3. You must co-operate with us in obtaining reimbursement of any costs we incur under the terms of this cover which may have been caused by the action of a third party against whom you have a legal right of action.

Buildings conditions

The sum insured must be sufficient to cover the full cost of rebuilding the *buildings* to the same specification, including an amount for demolition costs and architects' and surveyors' fees.

Index linking

The sum insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the House Rebuilding Cost Index or a suitable alternative index chosen by us.

The amended sum insured and renewal premium will be shown on *your* renewal notice. Index linking will continue during replacement or repair following loss or damage provided that replacement or repair is carried out without unnecessary delay.

Claims settlement

We will settle *your* claim by reinstating, replacing or repairing the damaged part(s) of the *buildings*.

No deduction for wear, tear or depreciation will be made from the amount to be paid and the sum insured will not be reduced by the amount paid under any claim. However we will not pay for any reduction in market value of the *home* following reinstatement, replacement or repair to the damaged part(s).

The most we will pay for loss or damage arising out of one occurrence is the sum insured stated in the schedule. However, we will pay up to 150% of *your* sum insured on *buildings* if the sum insured has been based on a rebuilding cost valuation by a professional valuer or surveyor, index linked continuously since the date of the valuation and adjusted to reflect any subsequent alterations or extensions to the *buildings*.

If the repair or replacement is not carried out, we will pay the reduction in market value resulting from the loss or damage but not exceeding what it would have cost to repair or replace.

Pairs, sets and suites

In the event of loss or damage to parts of *buildings* which form part of a set of common design, we will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

However, we will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles where replacements to the damaged parts cannot be matched.

Contents

Cover Section A

The contents

Loss of or damage to *contents* at the address shown in the schedule and while temporarily removed from your *home* to anywhere else in the world.

Loss or damage to newly-acquired *contents* up to 15% of the *contents* sum insured, provided you request cover for the item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay *us* any required additional premium. We reserve the right not to insure the newly-acquired item(s) after the 45th day.

Exclusions to all contents sections

(See also General Exclusions)

The *excess* shown in *your* schedule. No *excess* applies to Sections D, H and N, or to claims arising from loss or damage to food in freezers and/or refrigerators.

Malicious damage, theft or attempted theft caused by *you*, *your* paying guests or tenants.

Loss or damage at the *home* caused by theft, attempted theft or malicious persons after the *home* has been left *unoccupied* for more than 60 consecutive days.

Loss or damage caused by escape of water from water tanks, pipes, apparatus or fixed heating systems after the *home* has been left *unoccupied* for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period October to March inclusive or the water supply is turned off at the mains and the system drained.

Loss or damage to food in freezers and/or refrigerators caused by the power supply authority or its employees deliberately cutting off or reducing the supply.

Theft from unattended road vehicles unless force and violence are used to gain entry to a securely locked vehicle. The most we will pay in respect of any one occurrence is £5,000.

Theft of pedal cycles away from the *home* unless in a building or securely locked to an immovable object.

Loss or damage by subsidence, heave or landslip caused by coastal or river erosion.

In respect of *personal money*:

- losses not reported to the police
- shortages due to error or omission.

Section B

Rent and alternative accommodation

If the *home* is damaged by any cause listed in Section A and cannot be lived in, we will pay for the undernoted costs from the date of the loss until the *home* can be lived in again

- reasonable additional costs which have to be paid for comparable alternative accommodation for *you* and *your* domestic pets and horses
- rent which *you* still have to pay
- rent which *you* would have received if *you* had been renting out all or part of the *home*.

The most we will pay under this section is the *contents* sum insured (and, where stated in *your* schedule, the combined *Art, antiques* and *collectables* sum insured).

Section C

Compulsory evacuation

If a local authority prohibits *you* from living in the *home* following loss or damage to a neighbouring property, we will pay reasonable additional costs which have to be paid for comparable alternative accommodation for *you* and *your* domestic pets and horses for a period of up to 30 days from the date of the compulsory evacuation.

Section D

Loss of keys

If keys to the locks of:

- external doors to the *home*; or
- alarm systems or domestic safes fitted in the *home* are lost or stolen

we will pay the cost of replacing the locks or lock mechanisms.

Contents

Section E

Fuel and metered water

Accidental loss of domestic heating fuel and metered water.

Section F

Trauma cover

We will pay:

- following a violent crime committed against *you* by a third party at the *home*:
 - up to £500 for professional private counselling fees
 - up to £1,000 for temporary accommodation for up to seven days after the event or to carry out agreed improvements to physical security at the *home*
 - up to £15,000 for necessary conveyancing, removal and estate agency fees if, within 90 days of the event, *you* feel compelled to move house and had not already planned to do so
 - £25,000 if, within 12 months, *you* die as a direct result of injury caused during the event
- £25,000 if within 12 months, *you* die as a direct result of injury caused in the *home* by fire, lightning or explosion
- up to £5,000 as a reward for information which leads to the arrest and conviction of the person(s) criminally responsible for theft, attempted theft or violence against the person at the *home*
- up to £50,000 for necessary alterations to the *home* if *you* are permanently disabled as a result of an accident in the *home* during the *period of insurance*.

Section G

Automatic increase in sum insured

The *contents* sum insured is automatically increased by 10% in total:

- during the period 30 days before and 30 days after *your* wedding to cover wedding gifts
- during the period 30 days before and 30 days after the following religious festivals to cover newly-acquired gifts and provisions owned by *you* for these festivals:
 - Buddhist – Wesak
 - Christian – Christmas (Orthodox and Western)
 - Hindu – Diwali
 - Islamic – Eid ul-Adha and Eid ul Fitr ('Id al- Fitr)
 - Jewish – Passover, Rosh Hashanah and Hanukkah
 - Sikh – Vaisakhi (Baisakhi)

Section H

Occupier's, personal and employer's liability

Your legal liability to pay damages and claimant's costs and expenses for:

- accidental bodily injury or illness; or
- accidental loss of or damage to property;

occurring during the *period of insurance* and incurred by *you* in the *United Kingdom* or Republic of Ireland or during temporary visits in the rest of the world:

- as occupier (not as owner) of the *home* and its land; or
- in a personal capacity; or
- as an employer of a domestic employee.

We will not pay more than £5,000,000 for any one claim or claims arising from one occurrence.

However, if a claim is made against *you* by a domestic employee when the injury or illness arises out of or in the course of their employment by *you*, the maximum we will pay in respect of any claim or claims arising from one event is £10,000,000.

In the event of *your* death we will indemnify *your* personal representatives against any liability incurred by *you* and insured under this section.

We will also pay all *your* costs and expenses incurred with *our* written consent.

Unrecovered court awards

We will pay up to £1,000,000 for sums which *you* have been awarded but which have not been paid within three months of the date of the award for:

- accidental bodily injury or sickness
- accidental loss of or damage to material property provided that:
 - Section H of this policy would have operated had the award been made against *you*; and
 - the award was made by a court in the *United Kingdom*; and
 - judgement is not subject to a pending appeal.

Contents

Section H, Occupiers, personal and employer's liability - continued

Exclusions

(See also General Exclusions)

Liability

- a) arising from the ownership, possession or use of:
- any motorised vehicles other than:
 - motorcycles less than 51cc, motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the *home*
 - vehicles designed to assist disabled persons, which are not registered for road use
 - golf carts or buggies
 - any aircraft other than powered model aircraft with an engine capacity not exceeding 10cc and/ or a wing span not exceeding 1.88 metres and non-powered model aircraft unless such model aircraft are participating in flying displays
 - any craft or board designed to be used on or in water other than sailboards, surfboards, windsurfers, or those solely propelled by oars or paddles which are hand or foot operated.
- b) arising from
- the occupation of land or buildings (other than the *home* or its grounds)
 - the ownership of land, buildings or immobile property
 - any wilful or malicious act
 - the transmission of any communicable disease by *you*
 - any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
 - any agreement entered into by *you* unless that liability would have applied even if the agreement did not exist
 - *your* trade, business or profession.
- c) in respect of loss of or damage to property belonging to *you* or in *your* custody or control
- d) for bodily injury to or illness contracted by *you*.

In respect of liability for bodily injury to or illness contracted by any domestic employee when the injury or illness arises out of or in the course of his/her employment by *you* the above exclusions do not apply. However, we will not be liable in respect of bodily injury or illness to any domestic employee where insurance or security is required under any road traffic legislation within the European Union.

Dangerous Dogs Act 1991

The dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the act, dangerously out of control. For further information please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Section I

Tenant's liability

We will pay up to 15% of the sum insured where *you* are legally responsible as tenant for:

- loss or damage to the *home* and landlord's fixtures and fittings
- accidental breakage of glass and sanitary ware which forms part of the *home*
- accidental damage to cables and underground pipes providing services to or from the *buildings*, septic tanks, cess pits and drain inspection covers.

Exclusions

(See also General Exclusions)

Loss or damage excluded under Section A.

Loss or damage while the private dwelling has been left *unfurnished*.

Section J

Title deeds

We will pay up to £5,000 to prepare new title deeds to the *home*, manuscripts and securities if they are lost or damaged.

Section K

Credit cards

We will pay for the amount for which *you* are legally responsible, up to £30,000, as a result of fraudulent use of a bank, building society or store card by any unauthorised person.

Exclusions

(See also General Exclusions)

Losses not reported to the card-issuing company within 24 hours of discovery.

Section L

Residential care cover

Loss or damage covered by Section A to *contents* belonging to a parent or grandparent of the *insured* while in a nursing home, old people's home or residential care home in which the parent or grandparent is resident. The most we will pay under this section is £5,000.

Exclusions

(See also General Exclusions)

Loss or damage to *personal money*.

Contents

Section M

Student cover

Loss or damage covered by Section A to *contents* belonging to a permanent member of *your* household in full-time education while they are living and studying away from the *home*. The most we will pay under this section is £5,000.

Section N

Golf hole in one cover

We will pay £250 in the event of a hole in one achieved by *you* in an official golf competition.

The scorecards and certificate from *your* club or match secretary must be submitted to *us* in the event of a claim. The most we will pay is £500 in any 12 month period

Section O

Data replacement

We will pay up to £10,000 for costs incurred in retrieving or reconstructing *your* personal or business data from *your* computers as a result of loss or damage covered under Section A.

Contents Conditions

Contents Conditions

Sum insured condition

The sum insured must be sufficient to cover the full cost of replacing the *contents* as new.

Index linking

The sum insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the Retail Prices Index or a suitable alternative index.

The amended sum insured and renewal premium will be shown on *your* renewal notice.

Claims settlement

We will settle *your* claim by:

- replacing the lost or damaged items; or
- paying the cost of repair for those items which can be economically repaired; or
- paying the cost of replacement.

No deduction for wear, tear or depreciation will be made from the amount to be paid and the sum insured will not be reduced by the amount paid under any claim.

In the event of loss or damage the most we will pay for the following types of *contents* is:

- jewellery, watches and guns – £5,000 per item
£10,000 in total
- motorcycles with an engine capacity of less than 51cc, quad bikes, golf carts and vehicles designed to assist disabled persons – £3,000 per item
- *Art, antiques and collectables* – £15,000 per item
- *personal money* £5,000
- *personal money* while contained in a locked safe in the *home* – £10,000
- *business property* – £15,000 (£2,500 in respect of stock)

Additionally, the following limits apply:

- *contents* belonging to visitors – £3,000 per visitor
- *outdoor items* – £25,000

Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including floor coverings, carpets and curtains) we will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or

- the cost to replace the lost or damaged part. In the event that we cannot repair the damaged item(s) or arrange for an equivalent replacement, we will pay;
- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by *us*, that *you* will surrender the undamaged part(s) of the pair, set or suite to *us*.

Art, antiques and collectables

Cover

Loss of or damage to *Art, antiques and collectables* at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss of or damage to newly-acquired *Art, antiques and collectables* anywhere in the world up to £50,000 in total, provided *you* request cover for the newly-acquired item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay *us* any required additional premium. *We* reserve the right not to insure the newly-acquired item(s) after the 45th day.

Exclusions

(See also General Exclusions)

The excess shown in *your* schedule.

Malicious damage, theft or attempted theft caused by *you*, *your* paying guests or tenants.

Loss or damage at the home caused by theft, attempted theft or malicious persons after the *home* has been left *unoccupied* for more than 60 consecutive days.

Loss or damage caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the *home* after the *home* has been left *unoccupied* for more than 60 consecutive days, unless the central heating is switched on and maintained in operation during the period October to March inclusive or the water supply is turned off at the mains and the system drained.

Items in the custody of dealers, auction rooms, museums or galleries when insured in the name of such institutions.

Theft from unattended road vehicles unless force and violence are used to gain entry to a securely locked vehicle. The most *we* will pay in respect of any one occurrence is £5,000.

Conditions

Sum insured condition

The sum insured must represent the full acquisition cost of the item(s) or the current market value whichever is greater.

Index linking

Any sum insured shown in the schedule under the *Art, antiques and collectables* section will not be subject to index linking. It is important the sums shown in this section are reviewed periodically in order that they represent a true and accurate replacement value.

Claims settlement

We will settle *your* claim for specified items by paying:

- the sum insured if the item is lost or damaged beyond economic repair
- the cost of restoration plus any loss in market value, up to a maximum of the sum insured, if the item is partially damaged.

We will settle *your* claim for unspecified items by paying:

- the market value or the single article limit, whichever is lower, if the item is lost or damaged beyond economic repair
- the cost of restoration plus any loss in market value, up to a maximum of the single article limit but not exceeding the market value immediately prior to the loss, if the item is partially damaged.

Single article limit

£15,000 per item, unless the item(s) is specified in the schedule.

Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including floor coverings, carpets and curtains) *we* will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part. In the event that *we* cannot repair the damaged item(s) or arrange for an equivalent replacement, *we* will pay:
- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by *us*, that *you* will surrender the undamaged part(s) of the pair, set or suite to *us*.

Death of an artist – increased sum insured

If since the start of the policy or since the last renewal date, whichever is the later, the value of a work of art specified under this section has to be increased due to the death of the artist within the same period of time, *we* will pay up to 200% of the sum insured for the item concerned in the event of a valid claim.

Art, antiques and collectables

Defective title

If you are legally obliged to return an item of *Art, antiques and collectables* to its rightful owner because it is proved that you do not have good title to it, we will pay:

- for specified items, up to its sum insured in the schedule
- for unspecified items, the market value or the single article limit, whichever is lower.

The most we will pay in respect of any one claim or occurrence is 10% of the total sum insured for *Art, antiques and collectables*, up to a maximum of £25,000 during the *period of insurance*. Subject to:

- the item being purchased by you and not having been inherited or given to you
- you having made all reasonable enquiries concerning the item's provenance prior to purchase and the item having been bought during the *period of insurance*
- the rightful legal owner's claim for the item's return occurring during the *period of insurance*
- you notifying us of the claim *during the period of insurance*.

Personal belongings

Cover

Loss of or damage to items of personal belongings at the address shown in the schedule and while temporarily removed elsewhere in the world.

Loss of or damage to newly-acquired items of personal belongings up to £15,000 in total, provided *you* request cover for the newly-acquired item(s) within 45 days of acquisition, provide appropriate proof of purchase and value and pay us any required additional premium. We reserve the right not to insure the newly-acquired item(s) after the 45th day.

Exclusions

(See also General Exclusions)

The excess shown in *your* schedule.

Malicious damage, theft or attempted theft caused by *you*, *your* paying guests or tenants.

Theft from unattended road vehicles unless force and violence are used to gain entry to a securely locked vehicle. The most we will pay in respect of any one occurrence is £5,000.

Conditions

Sum insured condition

The sum(s) insured must be sufficient to cover the full cost of replacing the item(s) as new.

Index linking

The sum(s) insured will be changed each month and re-stated annually at renewal date in line with any increase in the level of the Retail Prices Index or a suitable alternative index chosen by *us*. The amended sum(s) insured and renewal premium will be shown on *your* renewal notice.

Claims settlement

The most we will pay for loss or damage arising out of one occurrence is the amount stated against each item in the schedule.

1. Specified items £5,000 and over

At *your* option we will settle your claim by:

- paying up to the sum insured if the item is lost or damaged beyond economic repair; or
- paying the cost of repair for those items which can be economically repaired to their condition immediately before the loss (if we pay the full sum insured for an item, *you* will surrender the undamaged part of the item to *us*); or

- replacing the lost or damaged item provided that an up to date *United Kingdom* valuation, dated no more than five years prior to the date of the loss or damage, is held by *us* or produced by *you* in the event of a claim.

If there is no up to date *United Kingdom* valuation, settlement will be made as per item 2.

2. Unspecified items and/or items valued under £5,000 and/or items without *United Kingdom* valuations

We will settle *your* claim by:

- paying the cost of replacement if the item is lost or damaged beyond economic repair; or
- paying the cost of repair for those items which can be economically repaired to their condition immediately before the loss; or
- replacing the lost or damaged item.

Single article limit

£5,000 per item, unless the item(s) is specified in the schedule.

Pairs, sets and suites

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour we will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

In the event that we cannot repair the damaged item(s) or arrange for an equivalent replacement, we will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by *us*, that *you* will surrender the undamaged part(s) of the pair, set or suite to *us*.

Home emergency service

Definitions Related to this Home Emergency Policy:

Authorised Contractor: A tradesperson authorised in advance to carry out repairs under this Policy.

Beyond Economical Repair: Boilers that are beyond economical repair

Covered Events: Emergency to essential services within the **Property** listed in the section “5 - What is covered”

Domestic boiler: Domestic central heating boiler or warm air unit not exceeding 250,000 BTU or 73.3 kw.

Emergency: The result of a sudden and unforeseen incident at the **Property** which immediately:

- Exposes the **insured** or a third party to a risk to their health or;
- Creates a risk of loss of or damage to the **Property** and/or any of **your** belongings or;
- Renders the **property** uninhabitable.

Emergency Repairs: Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **Temporary Repair**.

Emergency Service: The provisions of the service in the event of an **emergency** under the terms of this section of cover

Insured/You/Your: The policyholder and/or any member of the policyholder's immediate family normally living at the **property**.

Local Territory: United Kingdom (Great Britain, Northern Ireland, Isle of Man and the Channel Islands)

Period of Insurance: Period for which the premium has been paid by **you**.

Permanent Repair: Repairs and/or work required to put right the damage caused to the **Property** by the **emergency**

Primary heating system: The principal heating system in the home including a **domestic boiler** serving pipework, having bore not greater than 54mm.

Property: Your principal permanent place of residence in the **Local Territory**, comprising private dwelling used for domestic purposes, excluding garage, garden and outbuildings.

Service: All efforts made by the contractor to rectify, limit or prevent damage in respect of the cover provided by this section

Temporary Repair: A repair undertaken by an **authorised contractor** which will resolve an **emergency** but will need to be replaced by a **Permanent Repair**.

We, Us, Our: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

Insurance Terms and conditions:

This policy is underwritten by **Inter Partner Assistance SA**, which is fully owned by and is part of the worldwide AXA Group The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Inter Partner Assistance is authorised by the Commission Bancaire Financiere et des Assurances (CBFA) in Belgium and regulated by the Financial Services Authority (FSA) in the UK (FSA register number 202664). You can get information by phoning the Consumer Helpline 0845 606 1234 (local rates apply) or by visiting their website at www.fsa.gov.uk

Administration Terms and conditions:

AXA Assistance (UK) Limited provides the services and benefits described in this certificate during the **Period of Insurance** for which **you** have paid the premium.

How to make a claim:

To obtain **emergency** assistance contact the 24 hour **Emergency** Helpline on: 0800 051 1750

You should have the following information available upon request:

- Your** name and home postcode
- Your** Policy Number
- An indication as to the nature of the problem

Domestic Emergency

If you suffer **Covered Event** at **your property** **you** should tell **us** on the **Emergency** Telephone Number. **We** will provide an **emergency service** to **you** by arranging for the call out and up to four hours of labour charges of a **contractor** plus parts or materials up to £500:

What is covered

The **Covered Events** are the ones listed below:

- Primary heating system** has failed or broken down completely; or

Any one or more of the following has occurred in the home:

- Plumbing or drainage system has either failed or been damaged and internal flooding or water damage is or will be, in **our** reasonable opinion, a consequence of that failure or damage
- The electricity supply system has failed or broken down
- The only permanently installed cooking system has failed or broken down completely
- The external locks, doors or windows have either failed or been damaged and that failure or damage renders the home insecure
- The only available key to the home has been lost and **you** are unable to replace it or gain normal access
- The roofing has either failed or been damaged and internal water damage is or will in **our** reasonable opinion a consequence of that failure or damage.

Home emergency service

If failure of the **primary heating system** or electricity supply cannot be rectified within 24 hours of the contractors visit to the home, **we** will, in addition, pay up to £100 towards the hire of either alternative heating equipment or an electricity generator.

There are Conditions and Exclusions, which limit **your** cover. Please read them carefully to ensure this cover meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not **insured**.

This insurance is not household buildings or contents policy or an equipment maintenance contract. It complements **your** household insurance policies, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have a building insurance policy covering **your property** and a contents insurance policy covering **your** possessions.

What is not covered

The following are excluded from the insurance:

- Any system, equipment or facility which has not been installed, maintained or repaired in accordance with the manufacturer's instructions or recommendations or has been incorrectly used or modified.
- Defective design.
- Repairs or renovation to the interior or exterior paintwork or any enamelled or self cleaning parts of any equipment.
- Replacement of or adjustment to light bulbs, light bulb covers, lids, door liners, handles, plastic or metal trim, badges, belts, shelving and containers and any decorative or cosmetic part of any equipment.
- Any form of solar heating system and any central heating boiler or source other than a **domestic boiler**.
 - Boilers over 15 years old.
 - Boilers and / or heating systems that are not serviced to manufacturers recommendation **you** may be asked to produce the inspection sheet at the time of the claim.
 - Boilers that are **Beyond Economical Repair**
 - Central heating fuel tanks, septic tanks and cess pits.
- Any wilful act or omission by **you**.
- Claims arising after the home is left unoccupied for more than 31 consecutive days.
- Claims arising from the disconnection or interruption of public services to the home or the failure or breakdown of the main electricity, water or gas supply system or gas leaks.
- Any failure of parts or equipment covered by the manufacturers or contractor's guarantee or warranty.
- Claims arising from circumstances known to **you** prior to the commencement of this insurance.
- The repair of any domestic appliance other than a permanently installed cooking system.

We will not be liable for any of the following:

- Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.
- Replacement of boilers, cylinders, tanks, radiators, kitchen appliances and sanitary ware.
- The cost of replacement parts due to natural wear and tear.
- Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing, etc.
- Any loss due to faulty installation of **your** plumbing, heating, electrical system within the **Property**
- Any faulty installation of a kitchen appliance
- loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or **Property** of the utility company.
- Any cost relating to the attempted repair by **you** or **your** own contractor.
- Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
- Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
- Any loss or damage arising as a consequence of:
 - i) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

We make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

Complaints Procedure

You can write to the Quality Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone 01737 852584

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to:

Home emergency service

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

Or **you** can phone 0845 080 1800

These procedures do not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and **you** may be entitled to claim compensation in such event. Further information can be obtained from either AXA assistance (UK) Limited or on www.fscs.org.uk

Relevant Law

This certificate is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

This certificate represents the entire agreement of the parties on the matters in question.

General Conditions

- **We** will only arrange to provide an **emergency service** in respect of **your** main residence.
- All requests for help must be made by telephoning the helpline on 0800 051 1750
- At **our** discretion **we** may supply and fit adequate replacement parts or components which are not the same as the original parts. If, at **your** request,
- **We** supply and fit replacement parts or components which are of a superior specification to the original part **we** reserve the right to require **you** to
- Reimburse us any additional costs incurred in the provision of such part or replacement. The **emergency service** and this insurance do not cover replacement of any appliances or equipment in the event of spare parts or components not being readily available. **We** will not be responsible for any loss, damage or inconvenience resulting from delay in the provision of spare parts or components by their manufacturers or suppliers.
- **You** must use reasonable care and maintain the
- Home and its equipment in good order.
- **You** will be liable for the cost of attendance of an engineer at the home if, having requested the **emergency service**, **you** are not at the home at the agreed time the engineer arrives or if failure of the **primary heating system** is due to **your** not turning it on or lighting it up or to the need for adjustment
- During any 12 month period **we** will not be responsible for more than three claims.

Cancellation Rights

- If **you** find that this cover does not meet **your** needs, please contact **us** on 01708 777 449 within 14 days of receiving this document and **we** will cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims. If **you** cancel the policy after this 14-day period no refund will be made
- **We** may cancel this policy by giving **you** at least seven days notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

Parts Availability

- Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond our control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, **we** will arrange for a manufacturer to provide **you** with a quotation for a suitable replacement at **your** cost.

Data Protection

Details of **you**, **your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Under the Data Protection Act 1998 **you** are entitled to a copy of the information **we** hold about **you** on request, on payment of the relevant fee. Please let us know if **you** think any information we hold about **you** is inaccurate, so that **we** can correct it. The information **we** hold about **you** is confidential. **We** will only ever disclose it to another party with **your** consent, for the purposes of contacting **you** about other products or services, if the law requires us to disclose it and/or to our agents providing services to you.

We may monitor and record phone calls to help maintain **our** quality standards and for security purposes.

Alternative Format

Please contact us in writing or by phone (on 0800 028 3350) if **you** would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.

Personal identity theft insurance

This insurance is underwritten by Inter Partner Assistance SA and administered on their behalf by Arc Legal Assistance Limited.

If *you* make a valid claim under this insurance, we will appoint *our* panel solicitors, or agents, to handle *your* case. *You* are not covered for any other legal *advisers'* fees unless court proceedings are issued or a conflict of interest arises. Where, following the start of court proceedings or a conflict of interest arising, *you* want to use an *adviser* of *your* own choice. *You* will be responsible for any *advisers'* costs in excess of our *standard advisers' costs*

The insurance covers *advisers' costs* up to the *limit of indemnity* where:-

a) The *insured incident* takes place in the *insured period* and within the *territorial limits*

and

b) The *proceedings* take place in the *territorial limits*.

Definitions

Where the following words are shown in *italics*, they shall have the meanings given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the *policy*, the definition in this section will apply.

Adviser

Our panel solicitors or agents appointed by *us* to act for *you*.

Advisers' costs

Reasonable legal or accountancy fees and disbursements incurred by the *adviser* with *our* prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against *you* and paid on the standard basis of assessment.

We/Us/Our

Arc Legal Assistance Limited who have arranged this insurance and administers it on behalf of the *underwriters*.

Computer

Any *computer* or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of, or process performed by any of them.

Excess

The amount that *you* must pay towards the cost of any claim, which is £50

Identity theft

Obtaining goods or services in *your* name without *your* permission, agreement or involvement

You/Your

The policyholder named in the schedule who lives permanently in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

- The husband or wife of the policyholder or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates
- Members of *your* family who live with *you* permanently.

Insured incident

The first incidence of *identity theft* which leads to a claim under this insurance. Only one *insured incident* shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Insured period

The period of *your* paid up membership as declared to *us* and stated on *your* policy schedule.

Limit of indemnity

The maximum payable in respect of an *insured incident*, which is £50,000

Proceedings

The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions

Standard advisers' costs

The level of *advisers' costs* that would normally be incurred in using a nominated *adviser* of *our* choice.

Territorial limits

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

Underwriters

Inter Partner Assistance who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Cover

You are covered for *advisers' costs* to:-

1. Defend civil legal *proceedings* and/or take reasonable steps to remove a County Court Judgement against *you* by an organisation that *you* are alleged to have brought, hired or leased goods or services from including preparing and arranging for *your* signature in relation to any required Affidavits. Cover is only available if *you* deny having entered in to the contract and alleges that *you* have been the victim of *identity theft*.

The contract must have been made during the *insured period* and the amount in dispute must be over £125 plus VAT.

Personal identity theft insurance

2. Represent *you* at an interview at a police station prior to formal charges being made against *you*. Cover is only available where *you* deny the alleged offence on the basis that *you* have been a victim of *identity theft*.

There is no cover where Legal Aid is available to *you*. There is no cover for claims arising from a case of mistaken identity or alleged mistaken identity.

3. Subject to the *underwriters* being satisfied that there has been an act of negligence, pursue civil legal *proceedings* against an organisation that has, through their negligence, caused *you* to suffer a financial loss as a result of *identity theft*.

The financial loss must have occurred after *you* first purchased this insurance and any legal costs incurred must be proportionate to the amount of *your* loss and any benefit that would be gained from legal action.

You must provide the *adviser* with sufficient evidence to support an allegation of negligence against the organisation.

You are covered for:-

4. Reasonable costs incurred by *you* relating to the sending of correspondence and telephone calls to financial institutions, credit rating agencies, the *adviser* or the police as a result of *identity theft*.
5. Reasonable lost earnings incurred by *you* of up to £500 per week for a maximum period of six weeks as a result of having to meet or deal with financial institutions, credit rating agencies, the *adviser* or the police as a result of *identity theft*.
6. Up to £200 for the costs of replacing *your* Passport or Driving Licence should *you* have a reasonable requirement to replace either of them as a result of *identity theft*.
7. Repeat charges incurred by *you* when reapplying for credit for which a previous application was declined as a result of *identity theft*.

To make a claim

This insurance only covers legal fees incurred by Solicitors appointed to act for *you* by *us*. If court proceedings are issued or a conflict of interest arises, *you* may nominate another solicitor to act for *you*.

As soon as *you* become aware that *you* may be a victim of *identity theft* and/or require assistance under this insurance *you* must contact the Advice Line.

In general terms, *you* are required to immediately notify *us* via the advice line of any potential claim or circumstance which may give rise to a claim. If *you* are in doubt whether a matter constitutes a notifiable claim or circumstance, *you* should contact the advice line for assistance.

Advice Line

You should use the advisory service for advice on *identity theft* matters.

Specialist lawyers are at hand to give legal advice and help to *you*. If *you* need a lawyer to act for *you* and *your* problem is covered under this insurance, the advice line will ask *you* to complete a claim form. If the problem is not covered under this insurance, the lawyers may be able to offer *you* assistance on an uninsured basis.

Simply telephone 0844 770 1040 and quote "Towergate Signature".

Exclusions

1. There is no cover where:-
 - *You* have not been the victim of *identity theft*.
 - The *insured incident* began to occur within the first 30 days of the *insured period*.
 - The *insured incident* began to occur or had occurred before *you* purchased this insurance
 - *You* should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - The claim is false or fraudulent.
 - The underlying policy to which this insurance attaches is cancelled.
 - *You* did not take reasonable precautions against *identity theft*
 - *You* fail to give proper information to *us* or to the *adviser*.
 - *Your* act or omission prejudices *your* or the *underwriters'* position in connection with the *proceedings*.
 - *Advisers' costs* have not been agreed in advance or are above those for which we have given *our* prior written approval.
 - *You* failed to take all reasonable steps to protect *your* Identity and any Personal Identification Number (PIN) that *you* may hold.
2. There is no cover for any claim arising from: -
 - *Identity theft* by a member of *your* family or household
 - Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
 - Defamation or malicious falsehood.
 - Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
 - Any venture for gain or business project of *yours*.
 - Any consequence of any failure of the *computer* (by whomsoever owned or operated) to recognise or respond to correctly and effectively, any particular date or period of time (continuous or otherwise).
 - An application for Judicial Review.
 - *Your* inconvenience in rectifying the *identity theft*

Personal identity theft insurance

3. There is no cover: -
- For the amount of *advisers' costs* in excess of *our standard advisers' costs* where *you* have decided to use an *adviser* of *your* own choice.
 - For *advisers' costs* arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.
 - For *advisers' costs* incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
 - Where *you* have other legal costs insurance cover.
 - For claims made by or against the *underwriters, us, or the adviser.*
 - For claims against any credit referencing agency
 - For any losses incurred by *you* as a result of *identity theft* other than where specifically insured under this policy
 - For appeals without the prior written consent of *us.*
 - Prior to the issue of court proceedings, for the costs of any legal representative other than those of the *adviser* unless expressly agreed by *us.* Such agreement is entirely at *our* discretion.
4. Contracts (Rights of Third Parties) Act 1999
A person who is not a 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 other than by virtue of this Act.

Conditions

1. Cancellation

You may cancel this insurance at any time by contacting *your* insurance advisor.

We may cancel the insurance by giving fourteen days notice in writing to *you* at the address shown on the schedule. No refund of premium shall be made.

2. Claims

- You* must agree to be added to the CIFAS Protection Register if the *adviser* recommends it.
- You* must notify claims as soon as reasonably possible within 30 days of the *insured incident* and complete the claim form. This must be returned promptly with all relevant information.
- We may investigate the claim and take over and conduct the *proceedings* in *your* name. Subject to *your* consent which shall not be unreasonably withheld we may reach a settlement of the *proceedings.*
- You* must supply at *your* own expense all of the information which we reasonably require to decide whether a claim may be accepted. If Court Proceedings are required and *you* wish to nominate an *adviser* to act for *you, you* may do so. Where *you* have elected to use an *adviser* of *your* own choice *you* will be responsible for

any *advisers' costs* in excess of *our standard advisers' costs.* The *adviser* must:-Represent *you* in accordance with *our* standard conditions of appointment

- Confirm in writing that he will enable *you* to comply with his obligations under this insurance.
 - Agree with *us* the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an *adviser* and this nomination shall be binding.
- e) The *adviser* will:-
- Provide a detailed view of *your* prospects of success including the prospects of enforcing any judgement obtained.
 - Keep *us* fully advised of all developments and provide such information as *we* may require.
 - Keep *us* regularly advised of *advisers' costs* incurred.
 - Advise *us* of any offers to settle and payments in to court. If contrary to *our* advice such offers or payments are not accepted there shall be no further cover for *advisers' costs* unless *we* agree in *our* absolute discretion to allow the case to proceed.
 - Submit bills for taxation or certification by the appropriate body if requested by *us.*
 - Attempt recovery of costs from third parties.
 - In the event of a dispute arising as to *advisers' costs* we may require *you* to change *adviser.*
 - Underwriters* shall only be liable for costs for work expressly authorised by *us* in writing and undertaken while there are reasonable prospects of success.
 - You* shall supply all information requested by the *adviser* and *us.*
 - You* are liable for any *advisers' costs* if *you* withdraw from the *proceedings* without *our* prior consent. Any costs already paid by *us* will be reimbursed by *you.*

3. Disputes

Any dispute between *you* and *us* shall be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Reasonable Prospects

At any time *we, on behalf of the underwriters, may form the view that you* do not have a reasonable prospect of success in the action *you* are proposing to take or are taking. If so, *we* may decline support or any further support. In forming this view *we* may take into account:-

- The prospects of the claim succeeding
- Whether *advisers' costs* are not proportionate to the benefit of the *proceedings*
- The fact that a reasonable person without legal costs insurance would not wish to pursue the matter.
- The prospects of being able to enforce a judgement.
- The fact that *your* interests could be better achieved in another way.

Personal identity theft insurance

5. Burden of Proof

You must provide at your own costs sufficient evidence to enable the adviser to assess whether you have been a victim of identity theft.

6. English Law

This contract is governed by English Law.

7. Language

The language for contractual terms and communication will be English.

Data Protection Act

Your details and details of your insurance cover and claims will be held by us and/or the underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998

Customer Service

We aim to get it right, first time, every time. If we make a mistake, we will try to put it right promptly.

If you are unhappy with the service that has been provided you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks if you are not satisfied with the delay, you may refer the matter to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with us.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD

Tel 0844 770 9000
Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

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

Tel 08000 234 567
Email consumerhelp@fsa.gov.uk

Compensation

We and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300.

Authorisation

We are authorised and regulated by the Financial Services Authority. Their FSA Register number is 305958. Their permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance. IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

Towergate Identity Fraud Detection and Assistance Service

This service is provided as an additional benefit of the product and does not form part of the policy. Towergate cannot accept responsibility for the unavailability, quality or standard of advice or service provided nor for any consequences resulting from or arising out of the use of these services.

Meaning of Words:-
In this Section only, the words below have the following meanings:

| Word | Meaning |
|-----------------------|---|
| CreditExpert | The online credit monitoring and identity fraud protection service provided by Experian. |
| Experian | A UK credit reference agency – appointed by Us to administer this Identity Fraud Detection and Assistance Service. |
| Identity Fraud | The stealing of Your personal details – for example by taking information from stolen credit cards, passports or bank statements for the purposes of fraudulently obtaining goods and services. This will only be considered to have happened if we and Experian agree that You have been a victim of account takeover or application fraud during the period of insurance . |
| Membership | A subscription by a customer of Towergate who is entitled to receive or who has subscribed for the product |
| Credit report | Personal record of Your current and recent credit commitments such as credit cards, loans and mortgages, Your repayment history and other information that helps lenders to avoid fraud and assess the likelihood that You will be able to make repayments. It includes any court judgments made against You and whether or not You have taken out an individual voluntary arrangement (IVA) or been made bankrupt within the previous six years. Other information featured on the credit report include financial associations with others, any aliases You may be known by, details from the electoral roll, any linked addresses and any credit report searches made in the previous 12 months. |
| You, Your | Towergate Signature Home Insurance policyholder. |
| We, Our | Experian/Towergate |

Summary

The Service provides:

- 1 Unlimited online access to **Your** Experian **Credit Report**.
- 2 Monitoring of **Your** credit report information for key changes.
- 3 Alerts via SMS or e-mail whenever a significant change occurs to **Your Credit Report** that could be a sign of potential **Identity Fraud**, allowing **You** to take quick, preventative action.
- 4 Free advice from a UK based customer helping team on 0844 481 0800.
- 5 Premium fraud resolution service. In the event of Identity Fraud, a personal case handler from Experian's Victims of Fraud team will work with **You** to provide advice, support and assistance until the disputed entries on the credit report are resolved.
- 6 Free optional CIFAS Protective Registration to help reduce the risk of **Your** identity being used unlawfully to obtain credit or money in **Your** name.
- 7 Identity theft and fraud information and advice.
- 8 Online Risk Assessment Tool.

Signing up to Identity Fraud Detection and Assistance Service

In order to sign-up and obtain the benefits from this service go online to

www.joincreditexpert.co.uk/redemption/towergate

On this site **You** will need to provide **Your** surname and Policy Number to allow Experian to validate **You** as a Towergate Home Insurance customer. **You** will then be provided with a voucher code and directed to the CreditExpert web site via a link. **You** will then enter the voucher code when asked for payment details and complete the sign up process in order to become a full member.

Terms and Conditions apply

- 1 This service is available to United Kingdom residents only.
- 2 Membership/access to this service provided by Experian lasts for the duration of the Home Insurance policy. This service will end if **Your** Towergate Home Insurance policy is cancelled.
- 3 One Identity Fraud Detection and Assistance Service **membership** is available for the Primary Policy holder, and where a joint Policy is in place for the second named Policy Holder provided they are a UK Resident aged 18 or over.

Towergate Identity Fraud Detection and Assistance Service

The services provided by Experian

As a safeguard, in order to access **Your** Identity Fraud Detection and Assistance Service **You** will need to enter the Username and Password **You** created when **You** activated the service.

- Access to this service is subject to **You** satisfactorily completing an application for the service, and to **You** accepting the terms and conditions for the service as part of the application. As part of the application, **Experian** will confirm **Your** identity by checking the details **You** provide against details held on databases to which **Experian** has access. A record of this check will be kept and may be used by other organisations for verification and fraud prevention purposes.
- The information supplied by **Experian** does not constitute any form of advice, recommendation or endorsement by **Experian** and is not intended to be relied upon by **You** in making (or refraining from making) any specific decision.

Once **You** have registered with **Identity Protection** **You** will automatically be registered for a notification service which alerts **You** if **Your** credit report is affected by changes that could indicate possible identity fraud, for example :-

- Addition of a credit account;
- A search made on **Your** credit report;

You can choose to receive **Your** notifications by e-mail or SMS.

Confidential Identity Protection Advice Line

If **You** have any concerns about being or becoming a victim of **Identity Fraud** or questions about **Your** Service, a confidential advice line is available to assist and advise **You**. Simply call 0844 481 0800 between the hours of 8am and 8pm, Monday to Friday and between the hours of 9am and 5pm, Saturday.

Identity Fraud Resolution Service

If **You** are the victim of **identity fraud**, **You** will have a dedicated fraud caseworker to work with **You** to resolve **Your identity fraud** issues.

CIFAS Protective Registration

CIFAS is the UK's Fraud Prevention Service. If **You** should lose **Your** passport or driving licence or any other forms of identification or documents with personal information, or **You** think **Your** identity is being misused, CIFAS Protective Registration may be of assistance to **You** since it helps reduce the risk of **Your** identity being used unlawfully to obtain credit or **money** in **Your** name.

As part of the **Identity Fraud Resolution Service**, **Experian** may choose to recommend CIFAS Protective Registration, which is provided free of charge where appropriate as part of **Your** Identity Protection Service.

General exclusions which apply to this section

- 1 The service is only provided if the date that **You** knew or should have known of the Identity Fraud is within the Period of Cover.

- 2 Any financial loss or costs **You** incur following the Identity Theft.
- 3 Advice, support or assistance for Identity Fraud outside the United Kingdom.

Personal lawyer cover

Making a claim

We will give *you* confidential advice over the telephone on any personal legal matter under the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will tell *you* what *your* legal rights are, what course of action is available to *you* and whether these can be best implemented by *you* or whether *you* need to consult with a lawyer.

There are no consultation fees and lines are open 24 hours a day, 365 days a year.

For confidential legal advice or to make a claim call *us* on 0844 770 1040 and quote "**Towergate Signature**".

As soon as *you* are aware of an *event*, *you* should get legal advice from the helpline without delay. Please have *your* policy number to hand as this will be requested when *you* call.

Definitions

Wherever the following words or expressions appear in *italics*, they have the meaning given to them below. These definitions only apply to this section. If there is a conflict between a definition in this section and a definition elsewhere in the policy, the definition in this section will apply.

Appointed representative

A suitably qualified person appointed by *us* to act on *your* behalf.

Consumer

A natural person acting for purposes which are outside his/her trade, business or profession.

Costs and expenses (up to the *limit of indemnity*)

- a) All reasonable and necessary legal costs or accounting fees charged by the *appointed representative* and agreed by *us*
- b) Legal costs which *you* have been ordered to pay by a court or other body which *we* have agreed to or authorised.

Event

The incident or the first in a series of incidents (as described in the **Insured events** section) which in *our* opinion, could lead to a claim being made under this section of the policy. In claims relating to *medical treatment*, *event* means the date when *you* or *your* personal representative first knew or should have known of an injury or death caused by the *medical treatment*.

In claims relating to loss of employment, *event* means the date the law says *your* contract of employment comes to an end.

Only one *event* shall be deemed to have arisen from all causes of action, incidents, or *events* that are related by cause or time.

If *you* need help to understand the date on which the law says *your* contract of employment ends please call *our* legal helpline on 0844 770 1040 and quote "**Towergate Signature**".

Full enquiry

An extensive examination by H M Revenue and Customs which considers all aspects of *your* tax affairs.

Home

The policyholder's permanent private residence as shown in the schedule, within the *territorial limits*.

Insurance providers

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Legal proceedings

- a) For the pursuit or defence of a claim for damages
- b) Specific performance
- c) Injunction dealt with by:
 - negotiation
 - a civil court
 - a tribunal
 - arbitration
 - any other body

which *we* have agreed to or authorised.

Limit of indemnity

The maximum amount shown in the schedule which *we* will pay for an *event*.

Medical treatment

The consultation and/or treatment of an illness or bodily injury conducted by a registered medical or dental practitioner who is or has been responsible for *your* clinical care.

Period of insurance

The period of *your* legal expenses cover, as set out in the schedule, which is not more than 12 calendar months.

Prospects of success

In respect of all claims it is always more likely than not that *you* will:

- a) recover damages or obtain any other legal remedy which *we* have agreed to
- b) make a successful defence

Personal lawyer cover

- c) make a successful appeal or defence of an appeal.
- d) recover damages which are higher than any costs and expenses which may be incurred.

Prospects of success will be assessed by *us* or an *appointed representative* on *our* behalf.

Territorial limits

The European Union, the Isle of Man, the Channel Islands, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey (West of the Bosphorus).

We/Us/Our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the *insurance providers*.

You/your

- The policyholder named in the schedule who lives permanently in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- The husband or wife of the policyholder or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates
- Members of *your* family who live with *you* permanently.

Cover

We will insure *you* for any *costs* and *expenses* incurred in respect of *legal proceedings* arising from a circumstance as described in the Insured events section provided that:

- a) the *event* occurs within the *territorial limits* and *period of insurance*
- b) any *legal proceedings* will be conducted within the *territorial limits*
- c) *prospects of success* exist for the duration of the claim
- d) in respect of any appeal or defence of an appeal, it has been reported to *us* at least 10 working days prior to the deadline for any appeal
- e) the maximum amount we will pay for *costs* and *expenses* in respect of any or all claims arising from one cause is the amount shown in *your* schedule
- f) *you* report an *event* to *us* as soon as possible, and in all cases within 180 days of any circumstances which may give rise to any claim under this section.

Insured events

1 Personal injury

- a) An incident which causes death or bodily injury to *you*

- b) Physical damage to *your* personal belongings due to an incident which caused death or bodily injury to *you*.

We will not cover any claim relating to:

- a motor vehicle whilst *you* are driving
- any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident

- c) *Medical treatment* which causes death or bodily injury to *you*.

2. Consumer disputes

- a) An incident that results in a dispute regarding an agreement for the
 - sale
 - purchase
 - hire

of any goods or services entered into by *you* in *your* capacity as a *consumer*.

We will not cover any claim:

- where the amount in dispute is less than £125
- where the agreement was made prior to the inception of this section unless *you* have held this or equivalent cover with *us* or another insurer continuously from or before the date on which the agreement was made
- in relation to extending, altering or renovating buildings or parts of them

- b) A breach of *your* legal rights under section 13 of the Data Protection Act 1998.

3. Property disputes

- a) An incident that results in a dispute relating to:
 - the interference of *your* use, enjoyment or right over *your home*
 - physical damage to *your home*.

We will not cover any claim:

- in relation to extending, altering or renovating buildings or parts of them
- relating to subsidence, heave, landslip, mining or quarrying
- relating to planning law including town and country planning legislation
- in respect of the defence of a claim relating to damage to *your home*, other than defending a counter-claim.

- b) An incident that results in a dispute regarding an agreement for the sale or purchase of *your* main private residence

Personal lawyer cover

We will not cover any claim:

- where the agreement was made prior to the inception of this section unless *you* have held this or equivalent cover with *us* or another insurer continuously from or before the date on which the agreement was made.

c) An incident that results in a dispute with *your* landlord regarding a tenancy agreement that *you* have entered into to rent *your* home.

We will not cover any claim:

- relating to rent, service charges or renewal of the tenancy agreement
- in respect of the defence of a claim other than defending a counter-claim.
- where the agreement was made prior to the inception of this section unless *you* have held this or equivalent cover with *us* or another insurer continuously from or before the date on which the agreement was made

Under (a), (b) and (c) we will not cover any claim relating to any home which is not *your* main private residence.

Data Protection Act 1998

The Data Protection Act 1998 provides for the regulation of the use of information relating to living individuals. Section 13 relates to the right of an individual who has suffered damage as a result of a contravention of his or her rights under the Data Protection Act to claim compensation. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk), the website of the Information Commissioner (ico.gov.uk) or contact the Citizens Advice Bureau

4. Employment disputes

An incident that results in a dispute with *your* employer regarding *your* contract of employment or a breach of *your* legal rights under employment laws.

We will not cover:

- any claim relating solely to personal injury.
- any disciplinary, investigatory or grievance procedure connected with *your* contract of employment or the costs associated with any compromise agreement;
- disputes with *your* employer which started prior to, or within the first 90 days of, inception of this cover unless *you* had similar cover which expired immediately before this cover began.

In the case of a dispute with *your* employer we strongly urge that *you* seek advice from the legal helpline at the outset to understand *your* rights and what *you* should do to try to resolve the dispute.

5. Tax disputes

A full enquiry carried out by H M Revenue and Customs following the submission of *your* personal self-assessment tax return. We will negotiate with H M Revenue and Customs on *your* behalf and represent *you* in any appeal proceedings in the event that agreement is not reached by negotiation.

We will not cover any claim:

- if *you* are self-employed or in a business partnership
- in respect of any claim arising from an investigation by H M Revenue and Customs Special Compliance Office
- for enquiries which are limited to one or more specific aspects of *your* personal self assessment tax return.

6. Motor prosecution

Defend a motoring prosecution as long as the offence occurred within the *period of insurance*

We will not cover any claim:

- where *you* were driving a motor vehicle without a valid licence and/or insurance
- involving parking or obstruction offences.
- where *you* are being prosecuted for driving whilst under the influence of drink or drugs.

7. Jury service

We will pay *your* salary or wages for the time that *you* are off work while attending for each half or whole day of such attendance, as far as they are not recoverable from the court or *your* employer. The amount we will pay is based on the following:

- a) the time *you* are 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 8 hours
- b) if *you* work full time, the salary or wages for each whole day equals 1/250th of *your* yearly salary or wages
- c) if *you* work part-time, the salary or wages will be a proportion of *your* salary or wages.

We will not cover any claim if *you* are self employed.

Section exclusions

The cover under this section will not apply in the following circumstances.

Also refer to the General Exclusions shown at the back of this booklet.

- a) If *you* do not keep to the terms, exclusions and conditions of this section. The cover will also not apply if *you* can claim under another policy
- b) Costs and expenses incurred prior to *our* written acceptance of a claim

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- c) Any legal action *you* take which *we* have not agreed to or where *you* do anything to hinder *us* or the *appointed representative*
- d) Any fines, penalties, compensation or damages which *you* are ordered to pay by a court or other authority
- e) Any claim deliberately or intentionally caused by *you*
- f) Any claim relating to divorce, matrimonial, cohabitation, maintenance or custody matters
- g) Any claim in respect of libel and slander
- h) A dispute with *us*, *the insurance provider*, Towergate or the *appointed representative* (except for disputes under the Employment disputes section).
- i) a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to *you*
- j) a dispute between *you* and someone related to *you* or who is insured under this policy *you* live with or have lived with
- k) Any claim relating to work by or under the order of government, public or local authority
- l) Any claim related to leases, tenancies or a licence to occupy (except as provided for under Property disputes part (c))
- m) An application for judicial review
- n) Any claim relating to any non-contracting party's rights to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section.
- o) disputes relating to new areas of law, test cases or class actions
- p) any claim *we* reasonably believe *you* knew, when *you* took out this insurance, was likely to happen.

Section conditions

The following conditions apply to this section.

Also refer to the General Conditions shown at the back of this booklet.

1. Claims – your duty

You must report an *event* to *us* as soon as possible and in all cases within 180 days of any circumstances which may give rise to any claim under this section.

2. Claims – legal representation

- a) On acceptance of a claim, if appropriate, *we* will appoint an *appointed representative*
- b) If it is necessary to start court proceedings or there is a conflict of interest, *you* are free to nominate an *appointed representative* by sending to *us* the name and address of the suitably qualified person *You* must confirm either:
 - (i) that the person *you* nominate will not charge more than the *appointed representative* *we* would have appointed or
 - (ii) that *you* are willing to pay the difference between the cost of using *your* nominated *appointed representative* and the cost of using *our* choice of *appointed representative*.
- c) If *we* do not agree to *your* choice of *appointed representative* under condition 2b above, *you* may choose another suitably qualified person
- d) If there is still a disagreement with regard to the *appointed representative*, *we* will ask the president of a relevant national law society to choose a suitably qualified person to represent *you*. *We* and *you* must accept such choice.
- e) In all other circumstances *we* will be free to choose an *appointed representative*.
- f) An *appointed representative* will be appointed by *us* and represent *you* according to *our* standard terms of appointment.

3. Claims – our rights and your obligations

- a) *We* will have direct access to the *appointed representative* who will, upon request, provide *us* with any information or opinion on *your* claim
- b) *You* must co-operate fully with *us* and the *appointed representative* and must keep *us* up- to-date with the progress of the claim
- c) At *our* request *you* must give the *appointed representative* any instructions that *we* require
- d) *You* must notify *us* immediately if anyone offers to settle a claim or makes a payment into court
- e) If *you* do not accept the recommendation of the *appointed representative* to accept a reasonable offer or payment into court to settle a claim, *we* may refuse to pay further costs and expenses
- f) No agreement to settle on the basis of both parties paying their own costs is to be made without *our* prior approval.

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4. Discontinuance of a claim

If you:

- a) settle a claim or withdraw a claim without *our* prior agreement
- b) do not give suitable instructions to the *appointed representative*
- c) dismiss an *appointed representative* without *our* prior consent, *our* consent not to be withheld without good reason.

The cover we provide will end immediately and we will be entitled to re-claim any costs and expenses we have incurred from you.

5. Recoveries

You must take every available step to recover costs and expenses that we have to pay and must pay us any costs and expenses that are recovered.

6. Disputes

If any difference arises between us and you in respect of the acceptance, refusal, control or handling of any claim under this section, you can take the steps outlined in our complaints procedure stated under 'Our service to you'.

7. Arbitration

You have the right to refer any difference that arises between us and you in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by us and you.

If there is a disagreement with regard to the choice of counsel, we will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

Data Protection Act

Your details and details of your insurance cover and claims will be held by us and or the *insurance providers* for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Our aim is to get it right, first time, every time. If we make a mistake, we will try to put it right straightaway.

If you are unhappy with the service that has been provided, you should contact us at the address below. We will always confirm to you, within five working days, that we have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when you will receive a final response. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response. After eight weeks, if you are

unhappy with the delay, you may refer your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with us.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:-

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR
Registered Branch No: FC008998

General Exclusions

These exclusions apply in the Buildings, Contents, Personal belongings and Art, antiques and collectables sections of the policy unless otherwise stated.

This policy does not cover

1. War

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

2. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from, or in connection with terrorism, regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to:

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

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

This paragraph 2 applies only in respect of the Buildings, Contents, *Art, antiques* and *collectables* and Personal belongings sections of this policy.

3.

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

4. Pollution or contamination

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

- a) sudden and unforeseen and identifiable accident
- b) leakage of oil from a domestic oil installation at the *home*.

5. Date recognition

Damage to any property or appliance caused by or resulting from the failure of that property or appliance or any part of it (whether belonging to the *insured* or not) correctly to recognise or respond to any date.

6. Gradual loss or damage

Loss or damage caused by:

- wear, tear or depreciation
- the process of cleaning, washing, repairing or restoring any article
- atmospheric, climatic or weather conditions or the action of light
- rot, fungus, mould, damp or rust
- vermin, insects or infestation
- other gradual deterioration.

7. Confiscation

Confiscation or detention by Customs or other officials.

8. Radioactive contamination

Loss of or damage to property or any legal liability caused directly or indirectly by:

- 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 part of it.

9. Sonic bangs

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

10. Other loss

Any loss that is not the direct result of the insured incident itself.

11. Electrical or mechanical breakdown

Electrical or mechanical breakdown.

General Conditions

These conditions apply in the Buildings, Contents, Personal belongings and Art, antiques and collectables sections of the policy unless otherwise stated.

1. Your duty to disclose information

It is *your* responsibility to provide complete and accurate answers to the questions we ask when *you* take out *your* insurance policy, throughout the life of *your* policy and when *you* renew *your* insurance.

Please note that if *you* fail to disclose any material information to *your insurer(s)* (these are facts that the *insurer* would regard as likely to influence the assessment and acceptance of this policy) this could invalidate *your* insurance cover and could mean that part or all of a claim may not be paid. If *you* are unsure as to what facts would influence *your* policy please contact *your* insurance broker.

2. Your duty to prevent loss or damage

- a) *you* and any other person to whom this insurance applies will take all reasonable precautions to prevent accidents, loss or damage
- b) all property insured under this policy shall be maintained in good condition.

3. Your Policy

The following elements form the contract of insurance between *you* and *us*, please keep them in a safe place;

- *your* policy booklet
- information contained on *your* application and/or Statement of Fact document as issued by *us*
- *your* schedule
- any clauses endorsed on *your* schedule
- any changes to *your* home insurance policy contained in notices issued by *us* at renewal.

4. Claims

Your duty

You will, on the happening of any event which is likely to give rise to a claim under this policy:

- a) notify the police as soon as *you* are aware if any property is lost, stolen or maliciously damaged
- b) report to *us* as soon as reasonably possible and provide all information and assistance which *we* may reasonably require
- c) take all reasonable steps to recover any lost or stolen property and advise *us* without unnecessary delay if such property is returned to *you*
- d) forward all correspondence, legal documents or any other document to *us* unanswered
- e) not discuss liability with any third party.

Our rights

- a) *we* will be entitled
 - i) to take over and conduct in *your* name the defence or settlement of any claim; or
 - ii) prosecute in *your* name for *our own* benefit any claim for indemnity or damages or otherwise
- b) *we* will have full discretion in the conduct of any proceedings and in the settlement of any claim
- c) no property may be abandoned to *us*.

Limit

In respect of any claim or series of claims for which this policy covers *you* for *your* legal liability, *we* may at any time pay *you*:

- a) the limit stated in the policy (after deducting any sum(s) already paid as compensation); or
- b) any lesser amount for which such claim(s) can be settled.

Once the payment has been made *we* shall give up the conduct and control of, and not be responsible for paying any further amount in connection with, the claim(s) except for the payment of costs and expenses recoverable or incurred before the payment date.

5. Fraud

If any claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit by *you* or anyone acting on *your* behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, *you* will not be entitled to any benefit under this policy and criminal proceedings may follow.

6. Other insurance

If there is any other insurance covering the same loss, damage or liability *we* will only pay *our* rateable proportion of the claim.

7. Cancelling this policy

- a) Following the expiry of *your* statutory cooling off period, *you* continue to have the right to cancel *your* policy at any time during its term.

If *you* do so, *you* will be entitled to a refund of the premium paid subject to a deduction for the time for which *you* have been covered.

This will be calculated on a pro-rata basis for the period for which *you* received cover.

To exercise *your* right to cancel please contact *your* insurance advisor at the address shown in *your* schedule

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- b) *We* (or any agent *we* appoint and who acts with *our* specific authority) may cancel this policy by sending 14 days notice to *your* last known address. *You* will be entitled to a refund of the premium paid subject to a deduction for the time for which *you* have been covered.
- c) If *you* do not pay the premium or any part of the premium under the payment option *you* have chosen, by the due date, *we* may cancel this policy with effect from the end of the last period for which payment has been made.

8. Building work and / or refurbishment

You must provide *us* with full details of any building work or refurbishment with a value of over £25,000 due to take place at *your home*, before the building work or refurbishment begins. Failure to provide *us* with prior notification will result in the policy being void.

9. Change in circumstances

If the circumstances in which the insurance was entered are materially altered without *our* written consent this policy shall be voidable.

10. 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.

11. Transfer of Interest

You may not transfer *your* interest in the policy without *our* consent.

Complaints procedure

Our service to you

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly.

If you have a complaint about the Buildings, Contents, Personal belongings or Art, antiques and collectables section, please see information below. For all other sections, please refer to the individual section for the complaints procedure.

What will happen if you complain?

- We will acknowledge your complaint within 2 working days of receipt.
- We aim to resolve complaints, following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do should you be dissatisfied

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance broker or contact Towergate Underwriting Private Clients on 01708 777 877. You can write to us or telephone us, whatever suits you best, and ask your contact to review the problem.

If you remain unhappy with the decision you receive, you can write to the:

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

If you are dissatisfied with the final decision (from the Chief Executive Officer at Aviva) you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of both the Chief Executive and the FOS will be provided when we write in response to your complaint.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

