



Your Premier Executive Insurance Policy



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In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this certificate, against **loss** or **damage you** sustain or legal liability you incur for accidents happening during the **Period of Insurance** shown in **the schedule**.

When drawing up this certificate, **we** have relied on the information and statements which **you** have provided in the proposal form or declaration.

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

The subscribing insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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

Introduction

This certificate of insurance, the **schedule** and any **endorsement** applying to this certificate forms **your** Premier Executive policy documents. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **You** are clear which sections **you** have requested and want to be included.
- **You** understand what each section covers and does not cover.
- **You** understand **your** own duties under each section and under the insurance as a whole.

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

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

Antiques	Antique furniture.
Bodily Injury	Bodily injury includes death or disease.
Buildings	<div><div>a. The home and its decorations.</div><div>b. Fixtures and fittings attached to the home.</div><div>c. Swimming pools, tennis courts, drives, paths, terraces, patios, ornamental ponds, fountains, walls, gates, fences and hedges, fuel storage tanks and septic tanks and all pipes, drains and cables serving the home, which you own or for which you are legally responsible within the premises shown in the schedule.</div></div>
Contents	<div><div><div>a. General contents.</div><div>b. Specified antiques, fine art, gold and silver and personal property.</div></div><div>Contents does not include:<div><div>a. any living creature.</div><div>b. aircraft, motor vehicles (other than domestic gardening equipment, vehicles used by the disabled or golf carts which are not required to be registered for road use), caravans, trailers or watercraft (or their accessories and ancillaries).</div><div>c. any part of the buildings or property insured under any other insurance.</div><div>d. any property held or used for business purposes.</div></div></div></div>

Introduction continued

Credit Card(s)	Credit cards , charge cards, debit cards, bankers cards and cash dispenser cards.
Damage	Physical damage or destruction.
Endorsement(s)	A variation to the terms and conditions of this insurance.
Excess	The amount shown in the schedule you have to bear in respect of certain claims.
Fees	<div><div>a. Professional Fees, Architects, Surveyors, Consulting Engineers and other legal fees necessary to repair, rebuild, reinstate or replace the buildings.</div><div>b. The cost of removing debris, demolishing, shoring up or propping up of the damaged parts of the buildings. Our consent is required before such costs are incurred unless immediate action is necessary in the interests of safety.</div><div>c. Any additional costs to comply with any Government or Local Authority requirements or regulations.</div></div>
Fine Art	Paintings and other works of art, statues, sculptures, porcelain, pottery, glass, books, medals, stamp, coin or note collections and rugs.
General Contents	<div><div>a. Household goods, tenants fixtures and fittings, outdoor property, deeds and other personal documents, television and radio aerials, externally fixed satellite dishes, their fittings and masts while fixed to the home.</div><div>b. Unspecified antiques, fine art, gold and silver and personal property.</div><div>c. Money.</div></div>
Gold and Silver	Articles made from precious metals and/or stones, gold and silver, gold and silver plated items. Gold and silver does not include jewellery .
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises .
Identity Fraud	<div><div>Someone or a group of people, knowingly using a means of identification belonging to you without your knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act.</div><div>An act, or a series of acts, against you by one person or group of people is considered to be one identity fraud.</div></div>
Jewellery	Jewellery includes watches.
Loss	Physical loss .
Money	<div><div>a. Current legal tender, cheques, postal and money orders.</div><div>b. Postage stamps not forming part of a stamp collection.</div><div>c. Savings stamps and savings certificates, travellers cheques.</div><div>d. Premium bonds, luncheon vouchers and gift tokens.</div></div> <div>All held for private or domestic purposes.</div>

Introduction continued

Occupant	A person or persons authorised by you staying in the home overnight.
Outdoor Property	Property suitable to be left out of doors.
Period of Insurance	The period shown in the schedule for which you have paid and we have accepted a premium.
Personal Property	Jewellery , furs, guns, personal effects normally carried about the person, baggage, clothing, photographic equipment, portable musical instruments, sports equipment, spectacles, mobile phones, pedal cycles and vehicles used by the disabled or golf carts which are not required to be registered for road use, all of which belong to you. <i>Personal Property does not include contact and corneal lenses or hearing aids unless shown as covered in the schedule.</i>
Premises	The address shown in the schedule .
Restricted Cover	The cover provided in respect of buildings and/or contents if restricted cover is shown as operative in the schedule or in any other part of this insurance.
Standard Construction	Built of brick, stone, concrete or slate and roofed with slates, tiles, concrete, asphalt or any incombustible material and having not more than 20% of the roof surface constructed of flat felt or bitumen roofing.
Sum Insured	a. The amount <i>i.</i> shown in the schedule against each section and/or item together with adjustments for index linking where applicable or <i>ii.</i> any specific amounts shown in this insurance. b. The maximum we will pay for claims arising out of one event.
The Schedule	The part of this insurance which gives details of the insured , the property covered, sum insured , the period of insurance , endorsements which apply and the amount of any excess you will have to bear.
Towergate Private Clients	Towergate Private Clients which is a trading name of TL Risk Solutions Limited.
United Kingdom	Great Britain, Northern Ireland, Isle of Man and the Channel Islands.
Unoccupied	When the home is left without an occupant for more than 60 consecutive days.
We/Us/Our/Insurer	Various Underwriters at Lloyd’s whose names and the proportions underwritten by them will be supplied if requested.
You/Your/Insured	The person(s) named in the schedule as the insured and all members of their family and domestic partner(s) permanently residing with them.

The following conditions apply to this insurance as a whole.

- Your Duties**
You must take all reasonable steps to prevent **loss, damage** or **bodily injury** and maintain **your** property in a good state of repair.
- Notifying **us** of Changes
 - You** must tell **Towergate Private Clients** immediately if **you**:
 - stop using the **home** as **your** permanent private residence, or
 - regularly leave the **home** unattended by day or by night other than for **your** normal job of work and holidays not exceeding 60 consecutive days in length, or
 - leave the **home** without an **occupant** for a period of more than 60 consecutive days in length.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

 - You** must tell **Towergate Private Clients** before **you** start any conversions, extensions or other structural work to the **home** that:
 - changes the use of the **home** in any way, or
 - involves the external surfaces of the **home** being affected or changed, or
 - means **you** having to move out of the **home** for any period.

When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** fail to comply with any of the above duties this insurance may become invalid.
- Maintaining the **Sum insured**
The **sum insured** must be maintained at full value at all times.
The **sum insured** under each section must be as follows:
 - Buildings** - be sufficient to rebuild as new including the cost of **fees** and VAT.
 - General contents, outdoor property** and **personal property** - be sufficient to replace as new except for: clothing, household linen and pedal cycles which are more than three years old where an allowance for wear and tear should be made.
 - Fine art, antiques** and **gold and silver** - represent the current market value.

General Conditions continued

4. Cancellation.

- i. **You** are entitled to cancel this insurance by contacting **Towergate Private Clients** within 14 days of either:
 - the date **you** received **your** policy documentation; or
 - the start of the **period of insurance**

whichever is the later. Providing **you** have not made any claims, **we** will refund the premium.

- ii. **You** can cancel this insurance at any time by contacting **Towergate Private Clients**.
 - Any return premium due to **you** will depend on how long this insurance has been in force and the terms and conditions of the premium installment plan if the premium is paid by installments
 - No return of premium will be given if a claim has occurred during the **period of insurance**
- iii. **We** can cancel this insurance by giving **you** 14 days notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.

5. Data Protection Act 1998

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

6. Law and Jurisdiction applicable to this Insurance

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

7. Questions or Concerns

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

If **you** are unable to resolve the situation and wish to make a complaint, **you** can do so at any time by referring matters to the Policyholder and Market Assistance Department at Lloyd's.

The address is:

Policyholder and Market Assistance, Lloyd's Market Services, Lloyd's, One Lime Street, London. EC3M 7HA

Telephone: 020 7327 5693 Fax: 020 7327 5225 e-mail: Complaints@Lloyds.com

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

Telephone: 0300 123 9123 email: complaint.info@financial-ombudsman.org.uk

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

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

8. Peace of Mind

Lloyd's Managing Agents are members of the Financial Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Information about the Compensation Scheme arrangements is available from FSCS, www.FSCS.Org.uk.

Underwriters are authorised and regulated by the Financial Conduct Authority.

The following conditions apply to this insurance as a whole.

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

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

directly or indirectly caused by or contributed to by or arising from:-

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any **loss** or **damage** or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.

3. Existing and Deliberate **Loss** or **Damage**

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

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

4. Indirect **Loss** or **Damage**

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

General Exclusions continued

5. Electronic Data Exclusion

We will not pay for:

1. **loss** or destruction of or **damage** to any property whatsoever, or any **loss** or expenses whatsoever resulting or arising therefrom
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- a. computer viruses, erasure or corruption of electronic data.
- b. the failure of any equipment to correctly recognise the date or change of date.

For the purpose of this exclusion “computer virus” means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

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

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

7. Biological and Chemical Contamination Exclusion

We will not pay for:

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

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

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

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

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

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

The following conditions apply to this insurance as a whole.

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

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

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

Towergate Private Clients, Towergate House, Canal Place, LEEDS LS12 2DU. Tel: 0845 600 5911

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

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

Your Duties

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

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

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

Making a Claim and Claims Conditions continued

How We Deal With Your Claim

1. Defence of Claims

We may

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

2. Other Insurance

We will not pay for any claim if any **loss, damage** or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any **excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (Item 11 on Page 22).

3. Fraudulent Claims

You must not act in a fraudulent manner.

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

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

Then **we**:

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

SECTION 1 - Buildings

What is Covered

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

What is Not Covered

- 1. **Damage** to gates, fences and hedges caused by storm or flood.
- 2. **Loss** or **damage** caused by:
 - a. wear, tear or gradual deterioration.
 - b. electrical or mechanical breakdown or derangement.
 - c. defective design, workmanship or defective materials.
 - d. rot, mildew, rust, corrosion, insects or vermin.
 - e. chewing, tearing, scratching or fouling by domestic pets.
 - f. shrinkage, expansion, warping or condensation.
- 3. **Damage** caused by subsidence, heave or landslip of the site on which the **buildings** stand:
 - a. to swimming pools, terraces, drives, paths, tennis courts, walls, patios, gates or fences unless the **home** is damaged by the same cause at the same time and by the same event.
 - b. occurring while the **buildings** are being demolished, structurally altered or repaired.
 - c. caused by normal settlement, shrinkage, expansion, collapsing or cracking.
 - d. caused by defective design, defective workmanship or defective materials.
 - e. caused by coastal erosion.
 - f. for which compensation has been provided or would be provided but for the existence of this insurance under any contract, legislation or guarantee.
 - g. to solid floors unless the walls of the private dwelling are damaged by the same cause at the same time and by the same event.
- 4. **Damage** caused by frost to swimming pools, tennis courts, drives, paths, terraces, patios, ornamental ponds, fountains, walls, gates, fences and hedges.
- 5. **Damage** caused by or contributed to by or arising from any kind of pollution and/or contamination.

SECTION 1 - Buildings continued

6. **Loss or damage** occurring when **your home** is **unoccupied** caused by:
- a. *theft or attempted theft or any person taking part in riot, violent disorder, civil commotion, labour or political dispute, malicious acts or vandalism unless*
 - i. *all devices for the security of the **home** are in full and effective operation and*
 - ii. *the **home** is inspected at least every two weeks by a responsible person*
 - b. *escape of water from and frost **damage** to any fixed domestic water or heating installation between 1 November and 31 March both days inclusive, annually, unless either:*
 - i. *the water supply is switched off at the mains and the entire water system and central heating system is drained of all water,*
 - or
 - ii. *if the water supply is left switched on:*
 - *where the entire **home** has the benefit of a gas or oil fired central heating system fitted with automatic controls and a separate thermostat, the system is set to operate continuously for 24 hours of each day (not controlled by a timing device), and the thermostat set at not less than 10° Celsius/50° Fahrenheit and, where fitted, the loft hatch door is left open, or*
 - *where a system as described above is installed and is additionally fitted with a “frost stat” in the loft area that is designed and installed to override all other heating controls irrespective of their functional status then this may be set to operate at not less than 4° Celsius/39° Fahrenheit.*
7. **Loss or damage** occurring when any part of the **home** is lent, let or sublet to anyone other than **your** relatives except to the extent shown in the **Restricted Cover** detailed on Pages 29-30 of this insurance.
8. **Fees** for preparing or estimating **your** claim:
- a. *relating to parts of the **buildings** not damaged.*
 - b. *to comply with Government or Local Authority requirements or regulations notified to **you** before the **damage** occurred.*

Extensions to Cover

1. Alternative Accommodation and Rent
- Following **loss** or **damage** by a cause covered by this section of the insurance **we** will pay, up to a maximum of 35% of the **sum insured** for **buildings**, for the reasonable additional costs of providing alternative accommodation or for the rent payable whilst the **home** remains unfit to live in.
2. Trees and Plants
- We** will pay, up to a maximum amount of £5,000 any one claim and in total if both section 1 and section 2 of this insurance are operative, for **loss** of or **damage** to trees, plants and shrubs caused by:
- a. *fire, lightning, explosion, theft or attempted theft, any person taking part in violent disorder, riot, civil commotion, strike, labour or political dispute, vandalism or malicious acts,*
 - b. *collision by animals or vehicles or articles falling therefrom.*
- We will not pay for **loss** or **damage** specifically excluded elsewhere in this insurance.**
3. **Loss** of Metered water
- We** will pay, up to a maximum of £1,000 any one claim and in total if both section 1 and section 2 of this insurance are operative, for **loss** of metered water following **damage** to the domestic water or heating installation.
4. Cover During Sale
- Following exchange of contracts for the sale of the **home** the buyer shall have the benefit of the protection given by this insurance until the date of completion or the insurance ends whichever occurs first unless there is another insurance in force.
5. Trace and Access
- We** will pay, costs **you** have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation; up to a maximum amount of £5,000 in total.

SECTION 1 - Buildings continued

How We Deal with Your Claim

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

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the **loss** or **damage** the **buildings** were not in good repair.
- 2. ***We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the **loss** or **damage** is restricted to a clearly identifiable area or specific part.*

Your Sum Insured

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

No additional premium will be charged for these adjustments between the renewal dates but the renewal premium will be calculated on the revised **sum insured**.

The adjustment will continue after any **loss** or **damage** covered by this insurance has occurred if the repairs or reinstatement are done without delay.

Limit of Insurance

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

SECTION 2 - Contents

What is Covered

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

What is Not Covered

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

SECTION 2 - Contents continued

3. **Loss** or **damage** occurring when any part of the **home** is lent, let or sublet to anyone other than your relatives other than the **restricted cover** as detailed on pages 29-30 of this Insurance.
4. **Breakage** of strings, reeds, or drumheads, in respect of musical instruments.

Limits

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

a.	i. Fine art	£10,000	any one article, pair or set.
	ii. Gold and silver	£2,500	any one article, pair or set but we will not pay more than 10% of the general contents sum insured in all for any one claim.
b.	Outdoor property whilst in the open but within the boundary of the home	£2,500	in all.
c.	Personal property whilst away from the home		
	i. Pedal cycles	£750	any one pedal cycle.
	ii. Mobile phones	£200	any one mobile or portable phone.
	iii. Other personal property	£2,500	any one article, pair or set but we will not pay more than 10% of the general contents sum insured or £5,000 which ever is the least, in all for any one claim.
d.	Money	£1,000	in all.
e.	Loss caused by theft of contents from detached outbuildings or garages	£10,000	or 10% of the sum insured on general contents , whichever is the least in all for any one claim.

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

SECTION 2 - Contents continued

How We Deal With Your Claim

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

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

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

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

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

In the event of:

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

For **personal property**

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

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

SECTION 2 - Contents continued

Your Sum Insured

- 1. **We** will not reduce the **sum insured** if a claim occurs providing **you** agree to implement any reasonable recommendations **we** put forward to prevent further **loss** or **damage**.
- 2. If **you** are underinsured, which means the cost of replacing or repairing the **contents** at the time of the **loss** or **damage** is more than the **sum insured** for the **contents**, then **we** will only pay a proportion of the claim. For example if the sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.
- 3. The **sum insured** on **general contents** will be adjusted at the end of each month by the percentage change in the general index of retail prices or its equivalent. No additional premium will be charged for these adjustments between the renewal dates but the renewal premium will be calculated on the revised sum **insured**.

Extensions to Cover

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

***We** will not pay for:*
 - a. **loss** of **jewellery, money, photographic, video or computer equipment from handbags, briefcases or luggage unless carried by hand and under your personal supervision.**
 - b. **loss** caused by theft of:
 - i. **money, jewellery, photographic, video or computer equipment, mobile or portable telephones from an unattended motor vehicle, caravan or trailer unless such items are secured in a locked and concealed luggage boot or compartment or locked glove compartment. The most we will pay is £2,000 in all;**
 - ii. **pedal cycles and accessories whilst away from the home unless the pedal cycle was securely locked to an immovable object or in a securely locked building.**
 - c. **loss or damage from any cause specifically excluded elsewhere in this insurance.**
 - d. **breakage of strings, reeds, or drumheads, in respect of musical instruments.**
- 2. New purchases
We will insure new purchases, wedding gifts and gifts for religious festivals, under this section for up to £25,000 in total provided **you** notify **us** within 30 days of the date of purchase or receipt and **you** pay any additional premium due.

SECTION 2 - Contents continued

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

***We** will not pay for:*
 - a. **loss or damage from any cause specifically excluded elsewhere in this insurance.**
 - b. **loss or damage caused by storm or flood to or theft of contents left in the open.**
 - c. **damage to brittle articles, glass and porcelain unless professionally packed for removal.**
- 4. Alternative accommodation and rent
Following **loss** or **damage** by a cause covered by this section **we** will pay, up to a maximum of 35% of the **sum insured** for **contents**, for the reasonable additional cost of providing alternative accommodation or for the rent payable whilst the **home** remains unfit to live in.
- 5. Frozen foods
We will pay for spoilage of food in **your** freezer or refrigerator caused by:
 - a. accidental breakdown or failure of the freezer or refrigerator, or
 - b. the escape of refrigerant fumes, or
 - c. accidental failure of the electricity or gas supply but not if the failure is the result of the deliberate act of any power supply authority, a strike, lockout or industrial dispute.
- 6. Locks and keys
We will pay up to £500 for replacing locks and/or keys to external doors, windows, safes or alarms of the **home** if the keys are lost or stolen. The **excess** specified in **the schedule** does not apply to this item.
- 7. **Credit cards**
We will pay up to £5,000 in respect of each of **your credit cards** and up to £10,000 in total for any amount lost as a result of unauthorised or fraudulent use of **your credit cards**.

***We** will not pay a claim:*
 - a. **unless you report the loss of the credit card to the appropriate company and the police within 24 hours of discovering that the credit card has been lost**
 - b. **caused by theft of a credit card from an unattended motor vehicle, caravan or trailer.**
 - c. **arising as a result of you failing to comply with all the terms and conditions with which the credit card was issued.**

SECTION 2 - Contents continued

8. Reinstatement of personal deeds and documents

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

9. **Loss** of metered water

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

10. Trees and plants

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

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

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

11. Fatal injury

If **you** suffer a physical injury as a result of fire or violence by burglars in **your home** during the **period of insurance** and **you** die from the injury within 12 months, **we** will pay £10,000 for each adult who dies or £2,500 for anyone under 16 who dies.

12. Mobile Phones - Unauthorised Calls

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

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

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

SECTION 2 - Contents continued

13. Student Effects

We will pay up to £2,500 for **personal property** belonging to the **insured** whilst living in halls of residence or rented accommodation whilst at college or university.

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

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

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

14. **Identity Fraud**

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

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

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

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

15. **Personal Property** of visitors and domestic staff

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

SECTION 3 - Legal Liability

Part A - Your Legal Liability to the Public

This part of the insurance applies in the following way:

- If only the **buildings** are covered, (a) only applies.

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

If both **buildings** and **contents** are covered, (a), (b) and (c) apply.
- }As shown below under
'What is Covered'

What is Covered

We will indemnify you:

- a. as owner
- b. as occupier

for any amounts you become legally liable to pay for:

- (i) **bodily injury**
 - (ii) **damage** to property
- caused by an accident happening at the **premises** during the **period of insurance**.

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

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

What is Not Covered

We will not indemnify you for any liability:

- 1. for **bodily injury** to you, any other permanent member of the **home** or any person who at the time of sustaining such injury is engaged in your service.
- 2. for **bodily injury** arising directly or indirectly from any communicable disease or condition.
- 3. arising out of any criminal or violent act to another person or property.
- 4. for **damage** to property owned by or in the charge or control of:
 - a. **you**.
 - b. any other permanent member of the **home**.

SECTION 3 - Legal Liability continued

- 5. arising from any period of stay in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**.
- 6. arising directly or indirectly out of any profession, occupation, business or employment.
- 7. which **you** have assumed under contract and which would not otherwise have attached.
- 8. arising out of **your** ownership, possession or use of:
 - a. any mechanically propelled vehicle other than:
 - i. Domestic gardening equipment
 - ii. Vehicles for the disabled or golf cartsbut not whilst being used in circumstances where a certificate of insurance is required in accordance with any Road Traffic Acts.
 - b. any aircraft or water craft other than manually operated rowing boats, punts or canoes
 - c. any animal other than horses and pets which are normally domesticated in the United Kingdom and are not designated as dangerous under the Dangerous Dogs Act 1991.
- 9. in respect of any kind of pollution and/or contamination other than:
 - a. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** shown in **the schedule**, and
 - b. is reported to us not later than 30 days from the end of the **period of insurance**.
in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- 10 arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- 11. if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

SECTION 3 - Legal Liability continued

Part B - As owner of Your Previous Home

What is Covered

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

What is Not Covered

We will not indemnify **you**:

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

Part C - For Your Liability as Tenant

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

What is Covered

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

- 1. causes 1- 8 of the **restricted cover** detailed on page 29 of this insurance.
- 2. accidental **damage** to domestic fuel oil pipes, underground services pipes, cables, sewers and drains for which **you** are legally responsible.
- 3. accidental **loss** of or **damage** to fixed sanitary ware, mirrors or fixed glass in windows and doors.

What is Not Covered

We will not indemnify **you** for

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

SECTION 3 - Legal Liability continued

Part D - For Your Liability to Domestic Employees

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

What is Covered

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

What is Not Covered

We will not indemnify you for

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

SECTION 3 - Legal Liability continued

Part E - For Unrecovered Court Awards

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

What is Covered

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

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

Limits of Liability

We will not pay more than the following amounts:

Part A, B & C	£5,000,000	In all in respect of pollution and/or contamination.
	£5,000,000	In all for any one accident or series of accidents arising out of any one event plus the costs and expenses which we have agreed in writing.
Part D	£10,000,000	In all for any one accident or series of accidents arising out of any one event plus the costs and expenses which we have agreed in writing.
Part E	£100,000	In all.

What is covered

Loss or **damage** directly caused by:

- 1. fire, lightning, explosion or earthquake.
- 2. aircraft and other flying devices or items dropped from them.
- 3. storm or flood.
- 4. escape of water from and frost **damage** to fixed water tanks, apparatus or pipes.
- 5. leakage of oil from any fixed domestic heating installation.
- 6. theft or attempted theft.
- 7. collision by any vehicle or animal.
- 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.

What is Not Covered

loss or **damage** to gates, hedges and fences

loss or **damage**:
i. to swimming pools, ornamental ponds and fountains.
ii. caused by subsidence, heave or landslip other than as covered under Number 9 of this Restricted Cover.

loss or **damage** unless forcible and violent means are used to gain entry.
loss or **damage** whilst the home is **unoccupied** unless:
*i. all devices for the security of the **home** are in full and effective operation, and*
*ii. the **home** is inspected at least every two weeks by a responsible person.*

loss or **damage** whilst the **home** is **unoccupied** unless:
*i. all devices for the security of the **home** are in full and effective operation, and*
*ii. the **home** is inspected at least every two weeks by a responsible person.*

What is covered

- 9. subsidence, heave or landslip of the site on which the **buildings** stand.
- 10. falling trees, branches, telegraph poles or lamp posts.
- 11. breakage or collapse of television and radio aerials, satellite dishes, the fittings and masts.

What is Not Covered

- loss or damage**
- i. to swimming pools, terraces, drives, paths, tennis courts, walls, patios, gates or fences unless the **home** is damaged by the same cause at the same time and by the same event.
 - ii. occurring while the **buildings** are being demolished, structurally altered or repaired.
 - iii. caused by normal settlement, shrinkage, expansion, collapsing or cracking.
 - iv. caused by defective design, defective workmanship or defective materials.
 - v. caused by coastal erosion.
 - vi. for which compensation has been provided or would be provided but for the existence of this insurance under any contract, legislation or guarantee.
 - vii. to solid floors unless the walls of the private dwelling are damaged by the same cause at the same time and by the same event.
- loss or damage**
- i. caused by lopping, topping or felling on **your** own property.
 - ii. to gates, hedges or fences.
- loss or damage to the aerials, satellite dishes, the fittings and masts.**

Endorsements

- The following **endorsements** only apply if the appropriate number is shown in **the schedule**.
- 1. Theft of **jewellery** from the **home**
***We** will not pay for theft of **jewellery** from the **home** unless kept in a locked safe when not being worn or under **your** personal supervision.*
This clause does not apply to **jewellery** up to £10,000 in total whilst **you** are in the **home**.
 - 2. Burglar alarm
***We** will not pay for theft from the **home** unless:*
 - a. the alarm is fully and properly set whenever the **home** is left unattended
 - b. a maintenance contract is in force throughout the **period of insurance**.
 - 3. Building Society, Bank or other Lender
The building society, bank or the lender shown in **the schedule** is interested in Section 1 of this insurance as joint policyholder.
 - 4. Non-standard construction
This insurance extends to include those **buildings** which are not of **standard construction** as shown in **the schedule**.
 - 5. Property in a bank or safe deposit
The items shown in **the schedule** as being kept in a bank or safe deposit vault are covered only whilst within such bank or safe deposit vault.
 - 6. Business use - Legal liability
Section 3 Part A (a) extends to include **your** legal liability, as defined in that section, for using **your home** for the business purposes which have been advised to and agreed by **Towergate Private Clients**.
However, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession or business employment.
 - 7. Business Use - Property, **money** and **credit cards**
This insurance is extended to include property, **money** and **credit cards**, which **you** hold for the business purposes which have been advised to and agreed by **Towergate Private Clients** provided that **you** are not entitled to indemnity under any other insurance.

Helpful Information

Hints on Protecting Your Home

Fire

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

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

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

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

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

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

Do not let children play with matches or fire.

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

Burst Pipes

Protect all exposed water pipes with proper lagging.

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

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

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

Helpful Information continued

Theft

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

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

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

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

Do not leave valuable property in unattended vehicles.

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

Unoccupancy

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

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

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

The following are examples of the type of things **you** should tell **us** about.

The list is not exhaustive so if **you** are not sure about a change tell **us** anyway.

Structural Alterations	If you are having your home extensively altered or extended the security of the home may be affected during the work by removal of windows or doors or the erection of scaffolding. Additional insurance may also be required both during and after the alterations.
Changes to the Security	If you change the burglar alarm system or it will be inoperative for a period of time let us know. It may be a condition of the cover that the alarm is operative and failure to do so could affect your cover. If you currently do not have a burglar alarm and decide to install one let us know in advance as a discount from your premium may be available if it is installed by an approved burglar alarm company.
Extension or Major New Purchases	The maximum we will pay for any claim is the sum insured . If you extend your home or make any major purchases an increase in the sum insured may be required, or specific insurance may need to be arranged.
Letting or Sub-Letting Your Home	It is important to tell us if you decide to let or sublet any part of your home .
Working From Home	If you start working from home additional insurance may be required.

Our Promise of Satisfaction

If **you** are not satisfied with the cover provided by this Insurance **we** will refund the premium in full if **you** return the document within 14 days of issue and there has been no claim.