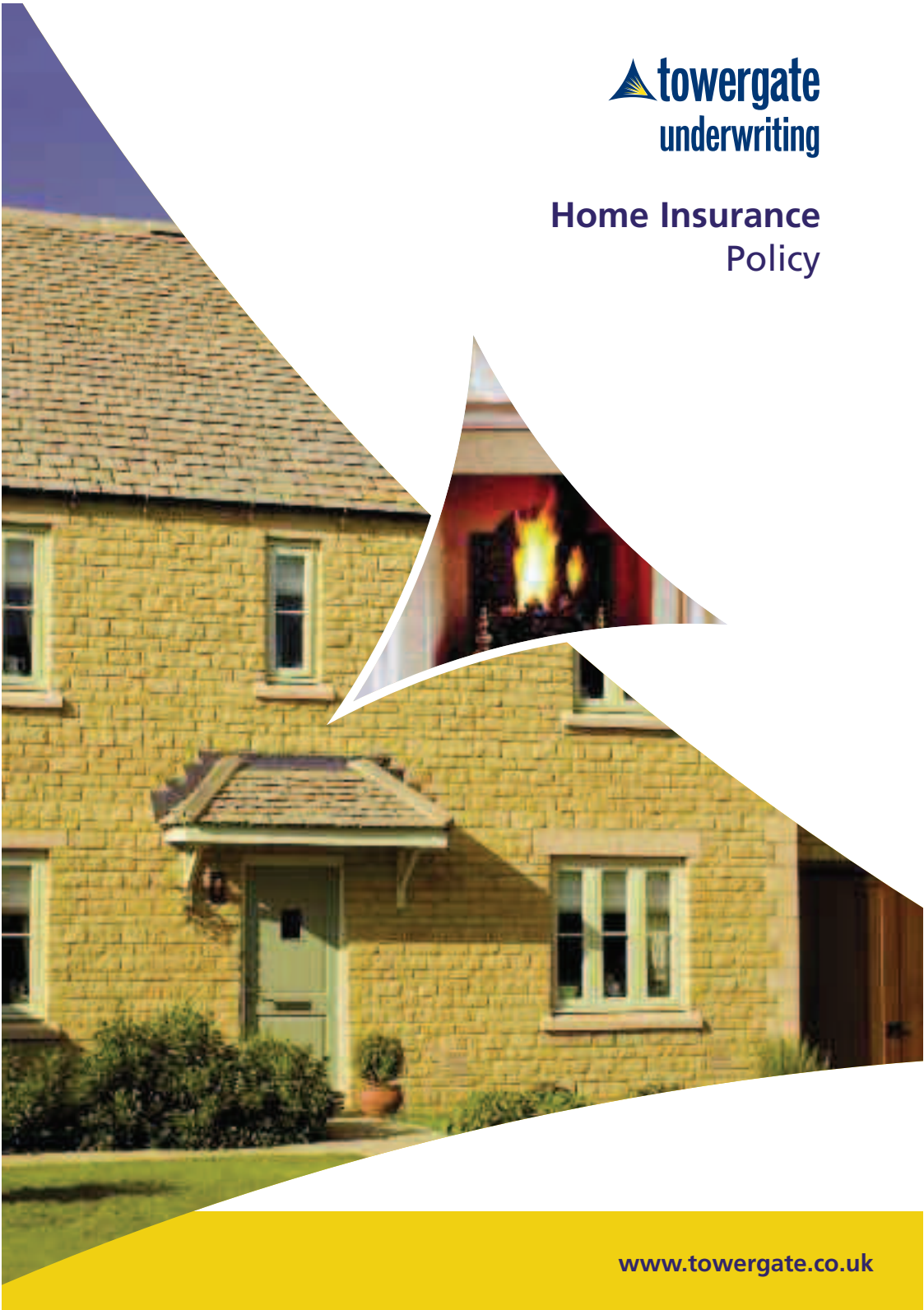
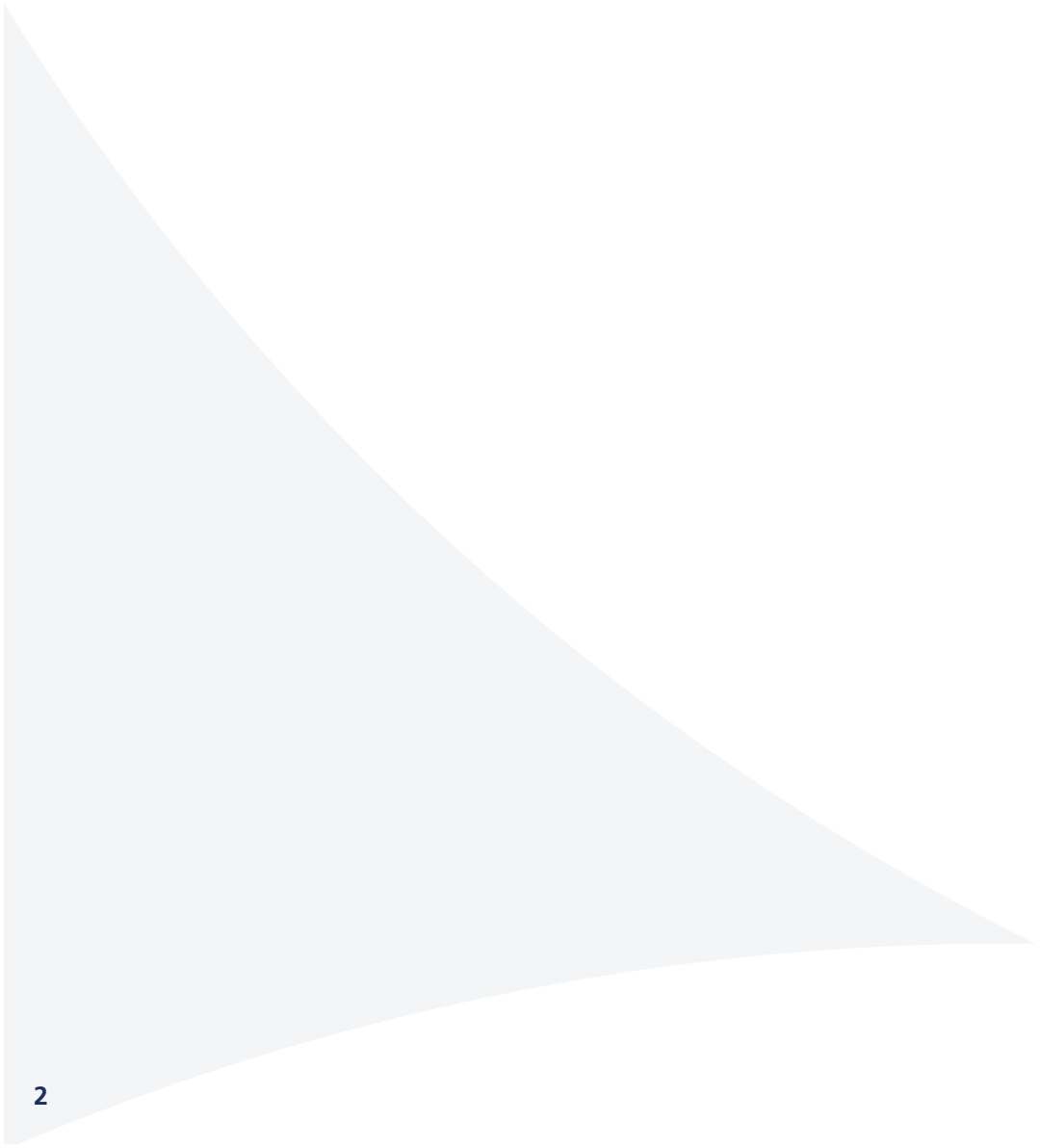




Home Insurance Policy



www.towergate.co.uk





This Policy of insurance is issued in accordance with the authorisation granted to Towergate Underwriting Household by a consortium of leading UK insurers as detailed in your policy schedule.

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

The application and declaration signed by **You** or the statement of fact are incorporated into this insurance contract.

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

Towergate Underwriting Household

Towergate House
St Edward's Court
London Road, Romford
Essex RM7 9QD

Telephone: 01708 777710
Facsimile: 01708 777711
Email: household@towergate.co.uk

For and on behalf of Towergate Underwriting Household.

Your Policy is arranged by Towergate Underwriting Household.

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

Registered in England No. 4043759. www.towergate.co.uk
Authorised and regulated by the Financial Services Authority.

Underwritten by: a consortium of leading UK insurance companies as detailed in **Your** policy schedule.

Complaints

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

The Managing Director: -
Towergate Underwriting Household,
Towergate House, St Edward's Court,
London Road, Romford,
Essex, RM7 9QD
Tel: 01708 777710
Fax: 01708 777711

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

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

Complaints which AXA are required to resolve will be passed to them by **us**. **We** will notify **you** where **we** do this.

By following the complaints procedure it does not affect **your** right to take legal action.

If at any time **you** have a complaint about the services provided by **your** insurers then **you** should contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care,
AXA Insurance,
Civic Drive,
Ipswich, IP1 2AN
Tel: 01473 205926
Fax: 01473 205101
Email: customercare@axa-insurance.co.uk

If **you** remain unhappy with the outcome of **your** complaint **you** may be eligible to refer **your** complaint to:-

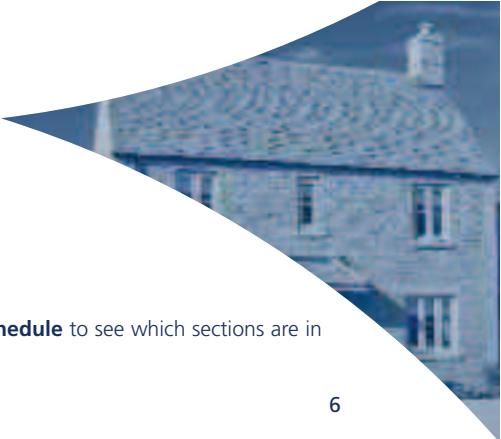
The Financial Ombudsman Service (FOS), Tel: helpline 0845 080 1800
South Quay Plaza, 183 Marsh Wall, Tel: switchboard 020 7964 1000
London, E14 9SR Website: www.financial-ombudsman.org.uk

Definition of an Eligible Complainant

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

Financial Services Compensation Scheme

Towergate Underwriting Household and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk.



Contents

This policy has several sections, check **Your Schedule** to see which sections are in force.

How to use your Policy	6
How to make a Claim	7
Emergency Helpline	8
Definitions	9
Index-Linking	12
Section 1 – Buildings	13
Section 2 – Contents	19
Section 3 – Property Owners Liability	28
Section 4 – Occupiers and Personal Liability	30
Section 5 – Valuables & Personal Effects	32
Section 6 – Caravan Insurance (If cover applies)	37
Section 7 – Annual Travel Insurance (If cover applies)	38
Section 8 – Personal Accident Cover (If cover applies)	39
Section 9 – Home & Garden Cover (If cover applies)	40
Section 10 – Sports Package Cover (If cover applies)	41
Section 11 – Small Craft Insurance (If cover applies)	42
Section 12 – Homeworkers Insurance (If cover applies)	43
Section 13 – Family Legal Protection	44
Section 14 – Emergency Home Assistance	58
Exclusions applying to Sections 1-6, 8, 9, 10, 11 and 12	65
Conditions applying to Sections 1-6, 8, 9, 10, 11 and 12	67

How to use your Policy

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

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

What Cover is Included?

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

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

How much to Insure For?

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

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

Changes in Your Circumstances

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

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

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

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

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

Policy Limitations

Are shown:

- under each section 'We will not pay for' and 'Settlement of Claims'
- on page 35 – General Exclusions to Section 5
- on page 65 – Exclusions applying to Sections 1-6, 8, 9, 10, 11 and 12
- on page 67 – Conditions applying to Sections 1-6, 8, 9, 10, 11 and 12



How to make a Claim

Please first read this Policy and **Your Schedule** to check that **You** are covered. Please refer to and follow the Notification of Claims Procedure on page 66. To register a claim phone **Towergate Underwriting Household on 01708 777710**.

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

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

24 Hour Emergency Home Assistance

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

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

Telephone Number: **0800 783 1246**

Quoting Reference: **TS3/414 7340**

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

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

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

Please see Section 14 for full details of cover and exclusions.

24 Hour Legal Advice Helpline

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

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

Phone Number: **0117 934 0570**

Quoting Reference: **TS13685448**

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

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

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

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

Please note

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

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



Definitions

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 – 5 in **bold type**. Additional definitions for Sections 6 – 12 are noted separately on the relevant insert (provided cover is in force). The definitions for Family Legal Protection and Emergency Home Assistance are stated within Sections 13 and 14.

Buildings

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

Clauses or Endorsements

Any variation or addition to the terms of the Policy.

Computer System

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

Contents

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

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

Europe

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

Excess

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

Home

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

Land

The land belonging to the **Home**.

Money

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

Policyholder/You/Your

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

Schedule

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

United Kingdom

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

Unoccupied

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 60 consecutive days.

Unspecified Personal Effects and Clothing

Personal property which is designed to be worn or carried on or about the person but does not include:- contact or corneal lenses.

Valuables

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

We/Us/Our

A consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule and Towergate Underwriting Household as administrators of the policy.

Year 2000 Compliant

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

You/Your Family

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



Index Linking

Please refer to **Your** Policy Schedule to check whether Index Linking applies to **Your** Sums Insured.

If Index Linking does apply, the Sums Insured on your Schedule for Section 1 Buildings and Section 2 Contents will be adjusted monthly in line with:

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

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

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

Buildings

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

We will pay for

A. The Basic Cover

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

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.

We will not pay for

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

A.

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

Buildings – continued

We will pay for

5. Storm or flood.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.
7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling receiving aerials (including satellite dishes)
11. Subsidence or heave of the site on which the **Buildings** stand, or landslip.

We will not pay for

5. Loss or damage caused by freezing.
Loss of or damage to hedges, gates and fences.
6. Damage caused while the **Home** is **Unoccupied**.
Damage to the installation or appliance itself.
7. Loss or damage caused by **You** or **Your Family** or any tenant or any person lawfully in the **Home**.
Loss or damage occurring while the **Home** is **Unoccupied**.
8. Loss or damage caused by domestic pets.
9. Damage to hedges, gates and fences.
Damage caused by felling or lopping of trees.
10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. The first £1,000 of any claim.

Damage resulting from the foundations settling, shrinking or expanding.

Damage resulting from coastal or river erosion.

Damage resulting from faulty workmanship or the use of defective materials.

Damage resulting from demolition, alteration or repair to



We will pay for

- B. Damage to Plumbing Installations by Freezing**
Damage to interior fixed domestic heating or water installations caused by freezing.
- C. Breakage of Fixed Glass and Sanitary Fittings**
Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.
- D. Damage to Underground Services**
Accidental damage to underground services to the **Home** for which **You** are legally responsible.
- E. Additional Costs**
The additional costs of:
 - a) complying with government or local authority requirements.

We will not pay for

the **Buildings**. Damage resulting from the bedding down of new structures or settlement of made-up ground.

Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.

Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.

Diminution of Market Value.

- B.**
Damage caused while the **Home** is **Unoccupied**.
- C.**
Breakage caused while the **Home** is **Unoccupied**.
- D.**
Damage caused whilst clearing, or attempting to clear a blockage.
- E.**
 - a) costs for complying with requirements notified before the loss or damage occurred

Buildings – continued

We will pay for

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

F. Temporary Accommodation and Loss of Rent

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

- a) the reasonable costs of **Your** temporary accommodation.
- b) loss of rent payable to **You** during the period necessary to restore **Your** private dwelling to a habitable condition, as a result of loss or damage insured by section 1A – The Basic Cover.

G. Moving Home

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

H. Tracing and accessing leaks

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

We will not pay for

- b) fees charged for preparing any claim under this Policy.



We will pay for

- I. Emergency Access**
Damage to **Your Home** caused by forced access to attend a medical emergency or an event which could result in damage to the **Home**.

We will not pay for

Accidental Damage Option

- J. Accidental Damage**
Accidental damage to the **Buildings**.

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

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

The cost of maintenance
Damage caused by settlement or shrinkage of the **Buildings**.

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

Settlement of Claims

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

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

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

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

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

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the Additional Costs described in paragraph **E** of this Section.

The total amount payable under Sections **A–E** will not exceed the Sum Insured. The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

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

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

Matching Items

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

Contents

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

We will pay for

A. The Basic Cover

Loss of or damage to **Contents** whilst contained within the **Home** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.

We will not pay for

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

2. Damage caused by any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.

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

Contents – continued

We will pay for

6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.
7. Theft or attempted theft.

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling receiving aerials (including satellite dishes) and their fittings or masts.

We will not pay for

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

Damage to the installation or appliance itself.

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

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

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

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

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

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

Loss or damage to pedal cycles unless in a building or securely locked to an immovable object.

8. Loss or damage caused by domestic pets.

10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.



We will pay for

11. Subsidence or heave of the site on which the **Buildings** stand, or landslip

- B. Breakage of Glass and Mirrors**
Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.
- C. Damage to Electrical Equipment**
Accidental damage to televisions, (including satellite dishes and television aerials fixed to the **Home**), radios, home computers, audio and video equipment in the **Home**.

We will not pay for

11. Damage resulting from coastal or river erosion.

Damage resulting from the foundations settling, shrinking or expanding.

Damage resulting from faulty workmanship or the use of defective materials.

Damage resulting from demolition, alteration or repair to the **Buildings**.

Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.

- B.** Breakage caused while the **Home** is **Unoccupied**.
- C.** Damage to items designed and intended to be portable including video cameras, camcorders, and portable computer equipment.

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

Damage caused by wear and tear, mechanical or electrical breakdown.
Damage caused by cleaning, repair, restoration or use contrary to manufacturer's instructions.

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

Contents – continued

We will pay for

D. Household Removal

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

E. Contents Temporarily Removed

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

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

F. Temporary Accommodation

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

G. Theft of Keys

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

We will not pay for

D.

Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.
Loss or damage caused by scratching, denting or bruising.
Loss of or damage to **Contents** in storage.
Loss or damage insured under another Policy.
Loss of **Money**.

E.

Loss of or damage to **Contents**:-

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



We will pay for

- H. Tenants Liability**
Up to 20% of the **Contents** Sum Insured for damage to the **Buildings** as described in Section 1A – The Basic Cover, Section 1B, 1C 1D and 1E of Section 1 – **Buildings**.
- I. Metered Water and Loss of Oil**
Up to £1,000 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the **Home**.
- J. Contents in the Open**
Up to £1,000 for loss or damage to **Contents** not contained within the **Home** but still within the Boundaries of the **Land** caused by circumstances as described in Section 2A – The Basic Cover.
- K. Christmas Increase**
The **Contents** Sum Insured is automatically increased by 10% during the month of December.
- L. Wedding Gifts Cover**
Up to 10% of the **Contents** Sum Insured for loss or damage to wedding gifts caused by the circumstances described in Section 2A – The Basic Cover for one month before and one month after the wedding day of **You** or **Your Family**.
Cover applies while in:-
 - a) the **Home**
 - b) the building where the reception is held
 - c) the married couples' home
 - d) transit between any of the places specified above.

We will not pay for

- H.**
Loss or damage excluded in Section **1A** – The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 – **Buildings**.
- I.**
Loss or damage caused while the **Home** is **Unoccupied**.
- J.**
Loss or damage to trees, shrubs, plants or garden products.
Loss or damage while the **Home** is **Unoccupied**.

Contents – continued

We will pay for

M. Title Deeds

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

N. Contents at University/College

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

O. Business Usage at Home

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

P. Fatal Accident Benefit

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

Q. Emergency Access

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

R. Frozen Food

Up to £1,000 for spoilage of domestic food in any freezer in the **Home** caused by a malfunction or rise or fall in temperature in the freezer.

We will not pay for

N.

Loss of or damage to **Contents**

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

O.

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

R.

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the **Home**. Food held for business purposes.



We will pay for

S. Personal Money and Credit Cards

Cover applies anywhere in the world

a) Personal Money

Personal **Money** up to £300 in total.

b) Fraudulent Use of Credit Cards

Financial loss from fraudulent use by any unauthorised person of Credit Cards held for social, domestic and pleasure purposes for which **You** are responsible for a total amount not exceeding £500.

We will not pay for

S.

- a) Loss of **Money** by mistake in change, counting or overpayment

Loss of **Money** not reported to the police within 24 hours of discovery

Loss of **Money** held for professional or business purposes.

- b) Loss of Credit Cards not reported to the Police and issuing authority within 24 hours of discovery

Loss from unauthorised use by **You** or **Your Family**

Loss from fraudulent use by any unauthorised person of Credit Cards unless **You** have complied with the terms and conditions under which the card was issued.

We will pay for

T. Pedal Cycles

Accidental loss of or damage to pedal cycles up to a maximum sum insured of £500.

Accidental Damage Option

U. Accidental Damage

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

We will not pay for

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

T.

- Loss or damage while being used for racing, pacemaking or trials.
- Loss or damage to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.
- Loss or damage unless in a building or securely locked to an immovable object

U.

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

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

Deterioration of food.

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

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

Damage caused by mechanical or electrical breakdown



Settlement of Claims

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

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

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

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

- a) 33.33% of the **Contents** Sum Insured in total for **Valuables**.
- b) 5% of the **Contents** Sum Insured for any single item of **Valuables**.
- c) £300 for **Money**.
- d) £500 in respect of any one pedal cycle

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

Underinsurance

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

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

Matching Items

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

Property Owners Liability

We will pay for

A. Property Owners Liability

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

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

We will not pay for

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

A.

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

Property Owners Liability – continued

We will pay for

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

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

We will not pay for

- Any agreement or contract unless liability would have applied anyway.
- Any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.

Occupiers and Personal Liability

We will pay for

A. Occupiers and Personal Liability

(Only operative if Section 2 – **Contents** is in force) Up to £2,000,000 for any one cause (other than death, bodily injury or disease of any domestic employee where the amount is £5,000,000) to indemnify **You** and **Your Family** against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental damage to property occurring whilst Section 2 – **Contents** of this Policy is in force and arising:
 - i) from the occupation (not ownership) of the **Home**.
 - ii) from the employment of any domestic employee.
 - iii) in any other personal capacity anywhere in the **United Kingdom** or during a temporary visit world-wide.

We will not pay for

A.

Liability arising from

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



We will pay for

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

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

We will not pay for

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



Section 5

Valuables & Personal Effects

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

Cover applies anywhere in the **United Kingdom** and for up to 60 days worldwide in any one period of insurance.

We will pay for

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

A. Unspecified Valuables, Personal Effects and Clothing

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

We will not pay for

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

Loss or damage listed under General Exclusions to Section 5.

A.

Loss or damage to:

- Compact discs, cassettes, or records worth more than £100 in total.
- Sports equipment in the course of play or use.
- Any amount exceeding £1,000 in respect of any one Pedal Cycle
- to Pedal Cycles in the course of racing, pacemaking or trials.



We will pay for

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

We will not pay for

- Loss or damage to:
- by theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the **Home**.
 - to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.
 - Equipment and accessories for mountaineering, pot holing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skindiving and other watersports.
 - Contact or corneal lenses.
 - Motor vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
 - **Money and Credit Cards.**
- B.**
- Sports equipment in the course of play or use.
 - pedal cycles in the course of racing, pacemaking or trials.
 - theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the **Home**.

We will pay for

We will not pay for

- pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.



General Exclusions to Section 5

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

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.

- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.

- Mechanical or electrical breakdown.

- Detention or confiscation by customs or other officials.

Loss or damage caused to:

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

Settlement of Claims

We will at **Our** option:

- a) replace the item(s) as new (except for clothing where a deduction for wear, tear and depreciation will be made), or

- b) pay the cost of repair for items which can be economically repaired, or

- c) pay the cost of replacement as new (except for clothing where a deduction for wear, tear and depreciation will be made).

Where the item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

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

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

- a) the Sum Insured as stated on **Your Schedule**

- b) £1,000 for theft from any unattended motor vehicle. Theft cover from any unattended motor vehicle only applies if **Your** property is kept in a locked boot or glove compartment and the vehicle is securely locked.

- c) £1,000 any one item for **Unspecified Valuables, Personal Effects and Clothing**
- d) £1,000 in respect of any one pedal cycle unless specified on the **Schedule**.

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

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

Matching Items


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



Section 6

Caravan Insurance

Your Schedule tells **You** if this Section is in force.
Refer to Insert for Cover and Conditions if applicable.



Section 7

Annual Travel Insurance

Your Schedule tells **You** if this Section is in force.
Refer to Insert for Cover and Conditions if applicable.



Section 8

Personal Accident Cover

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

Refer to Insert for Cover and Conditions if applicable.



Section 9

Home and Garden Cover

Your Schedule tells **You** if this Section is in force.
Refer to Insert for Cover and Conditions if applicable.



Section 10

Sports Package Cover

Your Schedule tells **You** if this Section is in force.
Refer to Insert for Cover and Conditions if applicable.



Section 11

Small Craft Insurance

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

Refer to Insert for Cover and Conditions if applicable.



Section 12

Homeworkers Insurance

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

Refer to Insert for Cover and Conditions if applicable.



Section 13

Family Legal Protection

This insurance is provided by DAS Legal Expenses Insurance Company Limited.

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

Towergate Underwriting Household have selected DAS as **your** Family Legal Protection Provider.

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

How we can help

To make a claim under this section, please phone **us** on 0117 934 0570 and quote reference TS13685448. **We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice.

If **your** dispute needs to be dealt with as a claim under this section, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

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

Or **you** can email **your** claim to **us** at newclaims@das.co.uk



When we cannot help

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

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England and Wales, number 103274.
Website: www.das.co.uk

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
South Quay Plaza, 183 Marsh Wall, London E14 9SR.

You can also contact them on 0845 080 1800.

Website: www.financial-ombudsman.org.uk

(Using this service does not affect **your** right to take legal action.)

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

The Meaning of Words in This Section

Costs and expenses

(a) Accountant's costs

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

(b) Attendance expenses

The **insured person's** net salary or wages for the time that the **insured person** is off work.

We will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work, including the time it takes to travel to and from the court or tribunal.

This will be calculated to the nearest half day assuming that a whole day is eight hours;

- if the **insured person** works full time, the salary or wages for each day equals 1/250th of the **insured person's** yearly salary or wages;

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

If the **insured person** is self employed, **we** will pay net salary or wages that the **insured person** draws from the business to cover their own personal cost-of-living expenses.

(c) Communication costs

Costs of phone calls, faxes or postage incurred by the **insured person** to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents.

(d) Legal costs

All reasonable and necessary costs charged by the **representative** on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate.

(e) Opponents' costs

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

Date of occurrence

(a) For civil cases, the **date of occurrence** is the date of the event



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

- (b) For criminal cases, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
- (c) For **INSURED INCIDENT 6, TAX PROTECTION**, the **date of occurrence** is when HM Revenue & Customs first notifies the **insured person** in writing of their intention to make an enquiry.

Full enquiry

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

Identity theft

The theft or unauthorised use of an **insured person's** personal identification which has resulted in the unlawful use of their identity.

Insured person

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

Period of insurance

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

Representative

The lawyer, accountant or other suitably qualified person whom **we** appoint to act for an **insured person** in accordance with the terms of this section.

Territorial limit

For **INSURED INCIDENTS 2, CONTRACT DISPUTES and 3, BODILY INJURY**

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

For all other **INSURED INCIDENTS**

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

We, us, our

DAS Legal Expenses Insurance Company Limited.

You, your

The person who has taken out this section.

Cover

We agree to provide the insurance in this section, as long as:

- (a) the premium has been paid; and
- (b) the **date of occurrence** of the **INSURED INCIDENT** is during the **period of insurance**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

What we will pay

1. (a) For all **INSURED INCIDENTS** under this policy, **we** will pay **legal costs** and **opponents' costs**;
- (b) for **INSURED INCIDENT 6 TAX PROTECTION**, **we** will pay **accountants' costs**;
- (c) for **INSURED INCIDENT 7 JURY SERVICE AND COURT ATTENDANCE**, **we** will pay **attendance expenses**;
- (d) for **INSURED INCIDENT 9 IDENTITY THEFT**, **we** will pay **communication costs**.
2. For all **INSURED INCIDENTS** **we** will pay **costs and expenses** to make or defend against an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
3. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

Insured Incidents we will cover

1 Employment Disputes

We will negotiate for an **insured person's** legal rights in a dispute relating to their contract of employment or future employment.

What is not covered under EMPLOYMENT DISPUTES

- (1) Employers' disciplinary hearings or internal grievance procedures;
- (2) Any claim relating solely to personal injury.

2 Contract Disputes

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

- (a) buying or hiring in goods or services; or
- (b) selling goods;

Provided that:

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

What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding an **insured person's** trade, profession, employment or any business venture;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
- (3) the settlement payable under an insurance policy (**we** will negotiate if an **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

3 Bodily Injury

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

What is not covered under BODILY INJURY

- (1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
- (2) Any psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.
- (3) Clinical negligence.
- (4) Defending an **insured person's** legal rights, but defending a counter-claim is covered.

4 Clinical Negligence

We will negotiate for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

What is not covered under CLINICAL NEGLIGENCE

- (1) The alleged failure to correctly diagnose the **insured person's** condition.
- (2) Psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

5 Property Protection

We will:

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

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

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



What is not covered under PROPERTY PROTECTION

- (1) A claim relating to:
 - (a) a contract entered into by an **insured person**;
 - (b) any building or land other than the **insured person's** principal or holiday home;
 - (c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority;
 - (d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
 - (e) mining subsidence.
- (2) Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.
- (3) The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

6 Tax Protection

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

What is not covered under TAX PROTECTION

- (1) The tax affairs of a company, or any claim if the **insured person** is self-employed, or a sole-trader, or in a business partnership.
- (2) An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

7 Jury Service And Court Attendance

An **insured person's** absence from work:

- (a) to attend any court or tribunal at the request of the **representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified in an **insured person's identity theft** action plan under **INSURED INCIDENT 9 IDENTITY THEFT**.

8 Legal Defence

- (1) We will defend an **insured person's** legal rights if an event arising from an **insured person's** work as an employee leads to:
 - (a) an **insured person** being prosecuted; or
 - (b) civil action being taken against an **insured person** under:
 - (i) legislation for unlawful discrimination; or
 - (ii) section 13 of the Data Protection Act 1998.
- (2) We will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

What is not covered under LEGAL DEFENCE

- (1) Parking or obstruction offences.
- (2) The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

9 Identity Theft

Identity theft support service

Following a call to the **identity theft** helpline service, we will help to restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. We will assign a personal caseworker who will provide phone advice and a personal action plan to help regain an **insured person's** identity.

Legal costs

Following an **insured person's identity theft**:

- (1) we will pay **legal costs** to reinstate an **insured person's** identity including costs for the signing of statutory declarations or similar documents;
- (2) we will negotiate for an **insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **insured person** arising from or relating to **identity theft**;
- (3) we will pay loan-rejection fees and any re-application administration fee for a loan when an **insured person's** original application has been rejected;

Provided that

- (i) the **insured person** files a police report and notifies banks and building societies as soon as possible; and
- (ii) the **insured person** files a police report and tells us if they have previously suffered **identity theft**; and
- (iii) the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.

What is not covered under IDENTITY THEFT

- (1) Fraud committed by another **insured person** under this policy.
- (2) Losses arising from an **insured person's** business activities.

What is not Covered by This Section

1. A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this section.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured person**.
6. A legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
8. A dispute with **us** not otherwise dealt with under Condition 7.
9. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the section in relation to any third-party rights or interest.
10. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
11. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.
12. A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
13. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

Conditions Which Apply to the Whole Section

1. An **insured person** must:
 - (a) keep to the terms and conditions of this section;
 - (b) try to prevent anything happening that may cause a claim;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) send everything **we** ask for, in writing;
 - (e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2. (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.

 - (b) An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest.
 - (c) In all circumstances except those in **2(b)** above, **we** are free to choose a **representative**.
 - (d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instructions that **we** ask for.
3. (a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.



- (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4. (a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
8. **We** may, at our discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **You** can cancel this section by telling **us** within 14 days of taking it out; or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this section at any time as long as **we** tell **you** at least 14 days beforehand.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
11. This policy will be governed by English law.
12. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

Helpline Services

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

To help **us** check and improve **our** service standards, **we** record all calls, except those to the counselling service. When phoning, please quote reference TS13685448. Please do not phone **us** to report a general insurance claim.

To contact these services (except the identity theft and counselling services) phone us on 0117 934 0570.

Eurolaw legal advice service

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

Tax advice service

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

Identity theft

We will provide an **insured person** resident in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands, with detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity theft**.

For help, phone 0117 927 1974. The helpline is open 8am-8pm, 7 days a week.

Health and Medical Information Service

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

Between the hours of 7pm and 9am we will take a message and one of our Health and Medical Advisors will contact the insured person the next day or at an agreed time.

Counselling

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

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



For the following four helpline services, you will be responsible for paying the costs for the help.

Domestic help

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

Veterinary help

We can help find a vet who can offer treatment if an **insured person's** pet is ill or injured.

Childcare help*

We can help an **insured person** find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to an **insured person**) and an **insured person** needs to make alternative childcare arrangements.

Home help*

We can help an **insured person** find cleaning staff, au pairs and housekeepers if an **insured person** needs assistance to run their home in a crisis (such as illness or injury to an **insured person**).

****We can provide insured persons with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the insured person the next working day and call the insured person back.***

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

Emergency Home Assistance

This insurance is provided by DAS Legal Expenses Insurance Company Limited.

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

Reference Number: TS3/4147340

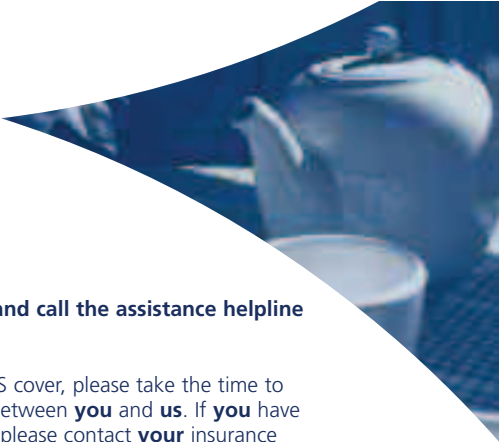
Important information

24 hour Emergency Assistance

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

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

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



Act quickly in the event of an emergency and call the assistance helpline on 0800 783 1246

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

How we can help

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

To make a claim under this section, please telephone us on 0800 783 1246 straight away and provide the following information:

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

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

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

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

When we cannot help

We cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service.

We will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

Problems

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below. Or **you** can phone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint handling procedures are available on request.

Our Head and Registered Office is:

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

Registered in England and Wales. Company number: 103274.
Website: www.das.co.uk

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Tel: 0845 080 1800.
Website: www.financial-ombudsman.org.uk

The Meaning of Words in This Section



- 1. We, us, our**
DAS Legal Expenses Insurance Company Limited.
- 2. You, your**
The person who has taken out this section.
- 3. Insured person**
You and any person who lives in or is staying at **your home**.
- 4. Home**
Your principal **home** situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
- 5. Home emergency**
A sudden unforeseen event which requires immediate corrective action to:
 - a) prevent damage or further damage to **your home**; or
 - b) to make **your home** safe or secure; or
 - c) alleviate unreasonable discomfort, risk or difficulty to any **insured person**.
- 6. Period of cover**
The period for which **we** have agreed to cover **you**.
- 7. Main heating system**
The main hot water or central heating system in **your home**. This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.
- 8. Plumbing and drainage**
The cold water supply and drainage system within the boundary of **your home** and for which **you** are legally responsible. This does not include pipes:
 - a) which connect components of the heating system; or
 - b) for which **your** water supply or sewerage company are responsible.

Cover

- 1 This section only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.
- 2 If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.
- 3 **We** will pay up to £500 (including VAT) for the call out charge, labour, parts and materials in providing assistance for a **home emergency** which arises from an **insured incident**.

Insured Incidents

- (a) **Plumbing and drainage**
The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.
- (b) **Main Heating System**
The sudden failure to function of the **main heating system** in **your home**.
- (c) **Domestic power supply**
The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.
- (d) **Toilet unit**
Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your home** which results in complete loss of function.
- (e) **Home security**
Damage to, or the failure of, external doors, windows or locks which compromises the security of **your home**.
- (f) **Lost keys**
The loss of the only available set of keys to **your home** if **you** cannot replace them, or gain normal access.




What is Not Covered by This Section

1. Any claim following an **insured incident** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this section at a different time from the main policy of which this section is a part.
2. Any incident or matter arising before the start of this section.
3. Any normal day-to-day **home** maintenance which an **insured person** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention.
4. The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
5. Any claim where **your home** has been left unoccupied for 30 consecutive days.
6. Any claim arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
7. Any costs incurred before an **insured person** has notified **us** of a **home emergency**.
8. Any costs incurred where **our** approved contractor has not been used.
9. Claims arising from any wilful or negligent act or omission by an **insured person**.
10. Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
11. Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
12. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
13. The malfunction or blockage of septic tanks, cesspits or fuel tanks.
14. Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
15. Any claims arising out of subsidence, landslip or heave.
16. Any properties that **you** own that are not **your** main residence or that **you** rent or let.
17. Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
18. Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.

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

Conditions

1. Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
2. An **insured person** must:
 - a) keep to the terms and conditions of this section;
 - b) maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;
 - c) try to prevent anything happening that may cause a claim;
 - d) take reasonable steps to keep any amount **we** have to pay as low as possible.
3. **We** can cancel this section at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this section at any time as long as **you** tell **us** at least 21 days beforehand.
4. **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
5. **We** will not pay for any loss that is not directly covered by the terms and conditions of this section. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of a **home emergency**.
6. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
7. This section will be governed by English law.



Exclusions Applying to Sections 1 - 6, 8, 9, 10, 11 and 12

This policy does not cover:

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

1. WAR RISKS AND TERRORISM

A) War

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

B) Terrorism

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

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

a) the use or threat of force and/or violence
and/or

b) harm or damage to life or to property (or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

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

2. SONIC BANGS

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

3. RADIOACTIVE CONTAMINATION

a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

4. LOSS IN VALUE

Loss in value of any property following repair or replacement.

5. POLLUTION

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

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

C. YEAR 2000 NON COMPLIANCE

(Not applicable to Section 3 - Property Owners Liability and Section 4 – Occupiers and Personal Liability)

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

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



Conditions Applying to Sections 1-6, 8, 9, 10, 11 and 12

1. REASONABLE CARE

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

2. CANCELLATION

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

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

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

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

3. INSTALMENTS/DIRECT DEBIT

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

4. OTHER INSURANCES

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

5. FRAUD

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

6. NOTIFICATION OF CLAIMS

a) Loss of or Damage to Property

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

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

b) Legal Liability

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

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

7. CONDUCT OF CLAIMS

a) Our Rights

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

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



b) Recovery of Lost or Stolen property

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

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

8. GOVERNING LAW

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

Towergate Underwriting and **Towergate Underwriting Household**
are trading names of Towergate Underwriting Group Limited
Towergate House, St Edward's Court, London Road, Romford, Essex RM7 9QD
Tel: **01708 777710** Fax: **01708 777711**
E-mail: household@towergate.co.uk www.towergate.co.uk/household
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