



Insurance for your Leisure Home



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How to use your Leisure Home policy

Your policy and the cover it provides

The policy booklet gives details of all the cover available under **Our Leisure Home Insurance**. Cover is divided into two main sections, **Home** and **Contents** and Personal Possessions, each section tells you what **We** will and will not pay for. The schedule, which is enclosed with **Your** policy makes the document particular to **You**. The schedule shows which sections of the policy apply to **You** and also the amount of cover provided under those sections. **You** will not be covered under any section that has not been requested and paid for by **You**.

However, **You** may apply to alter **Your** cover at any time in the light of changing circumstances.

You should read **Your** policy carefully and if you are unsure on any point **You** should contact Towergate Insurance as soon as possible.

Your Cancellation rights

You have the right to cancel **Your** policy at any time. If **You** do so within the first 14 days after receiving **Your** policy documentation **You** may be entitled to a refund.

To exercise **Your** right to cancel **Your** policy, please contact Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham, GL50 1XZ

If **You** do not exercise **Your** right to cancel **Your** policy, it will continue in force for the term of the policy and **You** will be required to pay the premium as stated.

See the General Conditions on page 27 for the full cancellation details.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details. If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Making a claim

To make a claim, check **Your** policy schedule to make sure **You** have the appropriate cover. Then follow the instructions on how to make a claim on pages 20 & 25 and conduct of claims relevant to the cover concerned. **You** should ask Towergate Insurance for a claim form and let them have as much information as possible to help them deal with **Your** claim quickly and fairly. Finally, do not hesitate to ask for advice; Towergate Insurance will be pleased to help **You**. Telephone 0844 8921416 or email claimsenquires@towergate.co.uk. A claim form can also be obtained from **Our** website; <http://www.towergateinsurance.co.uk/contact-towergate.aspx>.

Leisure Home Insurance Cover

We will pay for any loss, damage, injury, cost 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 statement of fact and declaration made by **You** are incorporated into this insurance contract.

This policy should be read together with the schedule and any endorsements

Complaints procedure

If at any time you have a complaint about the services provided to you by Towergate Insurance then you should contact:

The Managing Director
Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
Glos GL50 1XZ

Tel: 0844 346 0427

Fax: 01242 253 990

All complaints received are taken seriously and will be handled promptly and fairly. If **you** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **you** need to do and how **your** complaint is progressing will be given to **you**. **Your** complaint will be recorded and **your** comments analysed to help improve the service offered. Complaints which Allianz are required to resolve will be passed to them and **you** will be notified if this happens.

If at any time you have a complaint about the services provided by the insurer of all sections of the policy, then you should contact:

Customer Satisfaction Manager
Allianz Insurance plc
2530 The Quadrant
Aztec West
Almondsbury
Bristol BS32 4AW

Tel: 01454 457745

Fax: 01483 529717

Email: allianzretailcomplaints@allianz.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)
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: 0800 023 4567 (free from landlines) or 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst **Towergate Insurance** and **your** insurers are bound by the decision of the FOS, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on your service provider.

Compensation

Towergate Insurance 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 or by telephone on 0800 678 1100.

How much to insure for

It is up to **You** to make sure that the amounts **You** insure for represent the full value of the property concerned. If **You** would like guidance on this subject, please ask **Us**. **You** can change **Your** Sums Insured at any time, **You** don't have to wait for renewal.

Index Linking

If **Your** schedule shows that **You** have selected claims settlement on a **New for Old** basis the sum insured under section 1 of the policy will be adjusted monthly in line with the Government's General Index of Retail Prices or another appropriate index. No charge will be made for this during each year but renewal premiums will be calculated on the adjusted sum 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.

Changing your details

You must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell **Us** about are:

- If **You** change **Your** Leisure Home
- If **You** change **Your** Leisure Home location
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If **You** or **Your Family** intend to use **Your** Leisure Home for any purpose other than for personal holiday use
- If **You** or **Your Family** are convicted of a criminal offence (other than motoring offences);
- If **You** or **Your Family** are declared bankrupt;
- If **Your Contents** sum insured changes
- If **You** have any other insurance policy refused, declined, cancelled or voided;

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made.

In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed on page 4.

Definitions applying this policy

The words defined below will have the same meaning wherever they appear in this policy and will be highlighted by the use of bold print and start with a capital letter.

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

Computer System: Shall mean 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.

Contents: Household goods and personal property all belonging to or the responsibility of **You** and **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:

- Property more specifically insured by this or any other policy.
- Motor Vehicles (other than domestic gardening machines), caravans, watercraft, aircraft and their accessories.
- Animals.
- Securities and documents of any kind.
- Permanent fixtures and fittings.
- Property or **Money** held for any professional or business purposes other than the letting of the **Home** for reward.

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

Home: The structure of **Your** static caravan holiday **Home**, static holiday caravan, holiday lodge, leisure **Home** or chalet as described in the schedule and its.

- domestic outbuildings, garages, porches, sheds, fixed storage chests, skirting and floatation units.
- permanent fixtures and fittings, service tanks, pipes, cables, solar panels, wind turbines, radio and television aerials, satellite receiving aerials and masts.
- paths, drives, terraces, walls, hedges, gates and fences.

all contained within the boundaries of the **Land**

Land: The plot as defined in **the Home's** site agreement

Market Value: The value of the **Home** taking into account its type, age, wear and tear and general condition in the open market at the time of the loss, together with the cost of site clearance, debris removal and dismantling.

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.

New for Old: The cost of replacing the **Home** with its brand new equivalent in the event of a total loss taking into account fees and associated costs as applicable

Personal Effects and Clothing: Personal property which is normally worn or carried on or about the person. The term **Personal Effects and Clothing** does not include **Money**, credit cards, sports clothing and equipment, contact or corneal lenses.

You/Your: The person(s) named in **Your** schedule.

Unoccupied:

- insufficiently furnished for normal occupation, or
- furnished for normal occupation but has not been lived in for more than 72 consecutive hours.

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

We/Us/Our: The insurers named in your schedule.

Your Family: **You, Your** spouse, partner, civil partner, children, parents and other relatives who normally live with **You**.

Section 1: Home & Contents

This section only applies to you if set out in your policy schedule.

We will not pay more in total than the sum insured for section 1 **Home** and **Contents** shown in your policy schedule (adjusted by index linking if **Your** schedule shows that you have selected claim settlement on a **New for Old** basis) for any one claim under causes A-G, L, Q. **We** will pay in addition amounts due under covers H-K, M-P, R-T up to the limits shown.

The following limits also apply:

- **Contents** up to 30% of the sum insured for section 1 **Home** and **Contents** or £20,000 whichever is the greater.
- **Valuables** up to £2,000 for any one item and 10% of the sum insured for section 1 **Home** and **Contents** in total.
- **Money** up to £250
- **Contents** in the open within the boundaries of the **Land** is limited to £350.

We will pay for

A. The Cover

Loss of or damage to the **Home** and **Contents** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour and 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 repeated exposure or any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.

Home & contents continued

We will pay for - continued

5. Storm, flood or weight of snow.
6. Escape of water, liquefied petroleum gas or oil from any fixed heating or domestic water installation, washing machine, dishwasher or freezer.
7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
9. Falling trees or branches

We will not pay for - continued

5. Damage caused by frost.

Loss of or damage to hedges, gates and fences, from ground water rising and property in the open.
6. Damage to the installation or appliance itself.

Damage caused while the **Home** is **Unoccupied** during the period 1st November until 31st March and the park is closed unless:

 - a) the water has been turned off at the mains and all equipment fully drained down, or
 - b) during the period the park remains open the following conditions apply
 - (i) the water is turned off at the mains stopcock, all taps left open and plug holes left unobstructed, or
 - (ii) an automatically operating central heating system is used to maintain a minimum temperature of 15°C within the **Home** at all times.

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

Loss or damage occurring whilst the **Home** or any part is lent or let or the **Home** is **Unoccupied** unless involving forcible and violent entry to or exit from the **Home**.

Loss or damage by **You** or **Your Family** or any tenant.

Loss by deception unless deception is only used to gain entry to the **Home**.
8. Damage caused by domestic pets or insects.
9. Damage to hedges, gates and fences.

The cost of removal if the fallen tree or branch, has not caused damage to the **Home**.

Loss or damage during tree felling, lopping or topping.

We will pay for - continued

10. Falling receiving aerials and their fittings or masts, telegraph poles, pylons or lamp posts.
11. Subsidence or heave of the site which the **Home** stands, or landslip.

We will not pay for - continued

10. Damage to the installation or appliance itself.

- 11 The first £500 of any claim.

Damage resulting from coastal or river erosion.

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

Damage to paths, drives, terraces, patios, walls, service tanks, hedges, gates and fences unless the structure of the **Home** is damaged at the same time.

Damage resulting from the bedding down of new buildings or the settlement/shrinking of newly made up ground.

Damage resulting from demolition of or alteration or repair to the **Home** or the **Land** on which the **Home** stands.

Arising from construction.

Resulting from movement of solid floor slabs and non load bearing walls unless the foundations beneath the load bearing walls of the **Home** are damaged at the same time by the same cause

Home & contents continued

We will pay for - continued

12. **Accidental loss or damage to**
- a) the **Home**
 - b) **Contents** inside the structure of the **Home**.

B. Frost Damage to Plumbing Installations

Frost damage to interior fixed domestic water or heating installations.

We will not pay for - continued

12. Loss or damage caused while the **Home** is lent or let

Loss or damage which is specifically excluded elsewhere in section 1 - **Home** and **Contents**.

The cost of maintenance.

Loss or damage caused by faulty workmanship or design or the use of faulty materials.

Loss or damage to contact or corneal lenses.

Deterioration of food.

Loss or damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or insects, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.

Loss or damage caused by mechanical or electrical breakdown.

Loss or damage to computers or computer equipment

- (a) by erasure or distortion of data.
- (b) by accidental erasure or mislaying or misfiling of documents or record.
- (c) by viruses.
- (d) by contamination.

B.

Damage caused while the **Home** is **Unoccupied** during the period 1st November until 31st March and the park is closed unless:

- a) the water has been turned off at the mains and all equipment fully drained down, or
- b) during the period the park remains open the following conditions apply
 - (i) the water is turned off at the mains stopcock, all taps left open and plug holes left unobstructed, or

We will pay for - continued

C. Breakage of Glass, Mirrors and Sanitary Ware

Accidental breakage of

- a) glass, sanitary ware and ceramic hobs, all forming part of the **Home**.
- b) mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the **Home**

D. Damage to Underground Services

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

E. Damage to Electrical Equipment

Accidental damage to televisions, radios, home computers, rented telephone equipment, audio and video equipment in the **Home**.

We will not pay for - continued

- (ii) an automatically operating central heating system is used to maintain a minimum temperature of 15°C within the **Home** at all times

E.

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

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

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

Damage to equipment designed to be portable whilst it is being transported or carried or moved e.g. laptop computers portable computers disc players portable televisions.

Accidental damage or contamination to computers or computer equipment by:

- (a) erasure or distortion of data.
- (b) accidental erasure or mislaying or misfiling of documents or records.
- (c) viruses.

Home & contents continued

We will pay for - continued

F. Household Removal

Accidental loss or damage to **Contents** while in direct transit from the **Home** for permanent removal to another within the **British Isles**.

G. Additional Costs

The additional costs of

- a) re-siting and delivery.
- b) complying with government or local authority requirements.
- c) architects, engineers, surveyors and other professional fees

We will not pay for - continued

Damage to equipment not in or on the **Home**.

Damage caused by rot fungus insects or vermin.

Damage caused by action of light or any atmospheric or climate condition.

Damage caused by gradual operating cause.

Damage caused by chewing scratching tearing or fouling by domestic pets.

F.

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 property in storage.

Loss or damage insured under another policy other than our rateable proportion.

Loss of money.

Loss or damage to jewellery.

Loss or damage during sea transit.

Loss or damage by mechanical or electrical breakdown or failure.

G.

- b) Costs for complying with requirements notified before the loss or damage occurred.
- c) Fees charged for preparing any claim under this policy.

We will pay for - continued

- d) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by Section 1 – **Home and Contents**

H. Contents Temporarily Removed

Up to 15% of the limit on **Contents** for loss of or damage to **Contents** while temporarily removed from the **Home** but still in the **British Isles** caused by:

- a) the cover described in paragraphs A1 to A11 above except theft or attempted theft.
- b) Theft
 - (i) from or during direct transit to or from any bank or safe deposit.
 - (ii) from any building where **You** or **Your Family** are employed or carry on business or reside.
 - (iii) from any building where entry or exit has been gained by violent and forcible means.

I. Temporary Accommodation and Loss of Rent

Up to 20% of the Sum Insured on **Home and Contents** for:

1.
 - a) the reasonable costs of **Your** temporary accommodation.
 - b) loss of rent payable to **You**.
 - c) ground rent, council tax or rates which continue to be payable by **You**.
 - d) Emergency kennelling for **Your** domestic pets.during the period necessary to restore **Your Home** to a habitable condition, as a result of loss or damage insured by paragraphs A1 to A12 above.
2. loss of rent payable to **You** as a result of damage caused by any of the perils listed in paragraphs A1 to A12 above to property in the vicinity of the **Home** preventing or hindering the use of the **Home** or access to it

We will not pay for - continued

H.

Loss or damage to property for sale or away on exhibition or in a furniture depository.

Theft of **Money** unless involving forcible and violent entry to or exit from a building.

Storm, flood or malicious damage to property which is not in a building.

Loss or damage to **Contents** in the custody or control of **You** and **Your Family** whilst temporarily living away from the **Home** for the purposes of education

Home & contents continued

We will pay for - continued

J. Compensation for Death in Your Home

£10,000 if **You** or **Your** spouse, partner or civil partner are fatally injured in the **Home** as a direct result of

1. fire or assault
2. an accident (but not to persons over 70 years of age)

provided death occurs within 12 calendar months of the incident.

K. Theft or Loss of Keys

The reasonable cost of replacing the external door locks to the **Home** if their keys are stolen or lost.

L. Frozen Food

Spoilage of domestic food in any freezer at **Your Home** caused by any malfunction or rise or fall in temperature in the freezer.

M. Contents at University/College

Up to £2,000 for loss of or damage to **Contents** temporarily removed from the **Home** but within the **British Isles**, for the purposes of education caused by circumstances as described in paragraphs A1 to A11 above.

N. Wedding Gifts Cover

Up to £3,500 for loss or damage to wedding gifts caused by the circumstances described in paragraphs A1 to A11 above for one month before and one month after the wedding day of **You** or **Your Family**.

We will not pay for - continued

L.

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

Spoilage resulting from strike, lockout or industrial dispute.

Property mainly used for business trade profession or employment service.

M.

Loss of or damage to **Contents** by theft unless involving forcible and violent entry or exit from a building.

Loss of or damage to **Contents** insured under any other policy other than our rateable proportion.

N.

Wedding gifts outside the **Home**.

We will pay for - continued

O. Loss of Metered Water, Domestic Heating Oil and Liquefied Petroleum Gas

Up to £750 for loss of metered water, domestic heating oil and liquefied petroleum gas following accidental damage to interior fixed domestic heating or water installations situated in or on the **Home**.

P. Garden Cover.

If your garden is damaged by: fire, explosion, lightning, malicious persons, riot, theft or attempted theft, damage by vehicles, animals or aircraft we will pay the cost of re-landscaping up to £750, but not more than £250 for any one tree shrub or plant.

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. Liability To The Public

Up to £5,000,000 for any one cause (other than death, bodily injury or disease of **Your** domestic employees, where the amount is £10,000,000), plus defence costs and expenses incurred by **You** with **Our** consent, to indemnify **You** and **Your Family** against legal liability for:

- a) accidental death, bodily injury or disease of any person.
- b) accidental damage to property arising:
 - i) from the ownership or occupation of the **Home** and the **Land**

We will not pay for - continued

O.

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

P.

Loss or damage to items not contained within the boundaries of the **Land**.

Loss or damage caused by **You** or **Your Family** or any person lawfully in the **Home**.

Loss or damage caused by theft when the **Home** is **Unoccupied**

Any plant, shrub or tree grown for business purposes.

R.

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**, employees or is in their custody or control.

The ownership of any building or building or land other than the **Home** and **Land**.

Any profession, business, or employment of **You** or **Your Family** other than the letting of the **Home** for reward.

We will pay for - continued

- ii) from any other private residence formerly owned and occupied by **You** and which **You** have sold and incurred by reason of Section 3 of the Defective Premises Act 1972, provided that no other insurance covers the liability
- iii) from the employment of any domestic servant
- iv) in any other personal capacity anywhere in the **British Isles** or during a temporary visit worldwide.

S. Unrecovered Court Awards

Up to £1,000,000 for sums which **You** or **Your Family** have been awarded for accidental death, bodily injury or disease or accidental damage to property of the type described in paragraph R and where **We** are satisfied that these sums are not recoverable from the party held responsible by the Court.

The award must be made in a Court in the **British Isles** and must not be the subject of any appeal

T. Title Deeds

Up to £2500 for the cost of preparing new title deeds to the **Home** if they are lost or damaged by circumstances in Paragraphs A1 to A11 when in the **Home** or in **Your** bank.

We will not pay for - continued

The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) other than liability arising from the ownership, possession or use of domestic gardening machinery.

The ownership or use of aircraft or watercraft unless they are models or hand propelled or sailboards and windsurfers specified on the schedule.

Any agreement or contract unless liability would have applied anyway.

The ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

Any liability arising from an award of a Court outside the **British Isles**.

Settlement of Home and Contents claims

We will not pay more in total than the sum insured for section 1 **Home** and **Contents** shown in your policy schedule adjusted by index linking if **Your** schedule shows that you have selected claim settlement on a **New for Old** basis for any one claim under causes A-G, L, Q. **We** will pay in addition amounts due under covers H-K, M-P, R-T up to the limits shown.

The following limits also apply:

- **Contents** up to 30% of the sum insured for section 1 **Home** and **Contents** or £ 20,000 whichever is the greater.
- **Valuables** up to £2,000 for any one item and 10% of the sum insured for section 1 **Home** and **Contents** in total.
- **Money** up to £250
- Property in the open within the boundaries of the **Land** is limited to £350.

The sums insured will not be reduced by the amount of any claim.

New for Old

If **Your** schedule shows that **You** have selected claims settlement on a **New for Old** basis the following applies to **Your** policy:

If the **Home** is lost or damaged beyond economical repair, **We** will settle on a **New for Old** basis. Alternatively, should a cash settlement be required **We** will arrange a cash settlement based on the current **Market Value** at the time of the loss.

If the **Home** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Home**.

If **We** know the **Home** is under a hire purchase agreement, **We** will pay the hire purchase company.

If the **Home** has not been maintained in good repair **We** will pay the cost of repair or replacement less a deduction for wear and tear.

For the **Contents** **We** will pay the replacement cost of a new item, or **We** will replace it with a new item if **We** choose. This does not include:

- household linen and clothing, where an amount will be deducted for wear and tear; or
- items that can be economically repaired (including household linen and clothing) where **We** will pay the cost of repair.

Market Value

If **Your** schedule shows that **You** have selected a claims settlement on a **Market Value** basis the following applies to **Your** policy:

If the **Home** is damaged and it can be repaired economically, **We** will pay the cost of work carried out to repair or replace the damaged parts of the **Home**.

If **We** know the **Home** is under a hire purchase agreement, **We** will pay the hire purchase company.

If the **Home** has not been maintained in good repair **We** will pay the cost of repair or

replacement less a deduction for wear and tear.

If the **Home** damaged beyond economical repair **we** will pay the **Market Value**.

For the **Contents We** will do the following:

- **We** will pay the replacement cost of a new item less an amount deducted for age, wear and tear.
- or replace it with a new item, less an amount deducted for age, wear and tear if **We** choose.
- where items can be economically repaired (including household linen) **We** will pay the cost of repair.

How to make a Claim

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) in a reasonable timescale report to the police any theft, malicious damage, vandalism or loss of property.
- ii) in a reasonable timescale report to the credit card company any loss or theft of credit cards.
- iii) advise Towergate Insurance on 0844 8921416 or claimsenquiries@towergate.co.uk as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.
- iv) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

b. Legal Liability

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

- i) advise Towergate Insurance in a reasonable timescale and as soon as possible provide full written details and assistance as requested by them.
- ii) in a reasonable timescale send Towergate Insurance 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.

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) 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 before payment of the claim **You** must take it back and **We** will then pay for any damage.

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**.

Matching sets, suites and carpets

We treat any individual items of a matching set or suite of furniture or sanitary ware or other bathroom fittings as a single item. **We** will pay you for individual damaged items but not for undamaged companion pieces. If a carpet is damaged beyond repair we will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.

Section 2: Personal Possessions

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

Cover applies anywhere in the world.

We will pay for

Loss of or damage to property owned by **You** and **Your Family** described on 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 2.

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 £750 any one item in respect of Unspecified **Valuables, Personal Effects and Clothing** and sports equipment and £250 in respect of any one pedal cycle.

To pedal cycles in the course of racing, pacemaking or trials.

We will not pay for loss or damage to:

- pedal cycles by theft unless in a building or securely locked to an immovable object while unattended away from the **Home**.
- to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.
- contact or corneal lenses.

We will pay for

B. Specified Sailboards or Windsurfers

Accidental loss of or damage to the sailboards or windsurfers specified on Your schedule

We will not pay for

- watercraft including sailboards and windsurfers, aircraft, caravans, trailers and mechanically propelled vehicles which includes motor cycles, children's motor cycles, motor cars, quad bikes and children's quad bikes but not including lawnmowers, garden implements wheelchairs, models and toys.

- **Money** and Credit Cards.

B.

Loss or damage to:

Sailboards and windsurfers whilst being used.

Theft of sailboards and windsurfers unless in a building or securely locked motor vehicle or securely locked to an immovable object or motor vehicle while unattended away from the **Home**

General Exclusions to Section 2

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.

Settlement of personal possessions claims

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 **of Valuables, Personal Effects and Clothing** and sports equipment from any unattended motor vehicle. Theft cover in respect of **Valuables, Personal Effects and Clothing** and sports equipment 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) £750 in respect of any one item for **Unspecified Valuables, Personal Effects and Clothing** and sports equipment.
- d) £250 in respect of any one pedal cycle.

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.

The Sums Insured will not be reduced by the amount of any claim, except for 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.

How to make a Claim

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) in a reasonable timescale report to the police any theft, malicious damage, vandalism or loss of property.
- ii) advise Townergate Insurance on 08448921416 or claimsenquiries@towergate.co.uk as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.
- iv) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

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) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source.

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 before payment of the claim **You** must take it back and **We** will then pay for any damage.

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**.

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.

General exclusions applying to the whole policy

This policy does not cover:

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

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

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

2. **Terrorism:** Any loss or damage cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot riot attending a strike civil commotion and malicious damage are not excluded hereunder.

3. Any action taken in controlling preventing suppressing or in any way relating to (1) or (2) above.
4. **Sonic Bangs:** Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.
5. **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.
6. **Loss in Value:** Loss in value of any property following repair or replacement.
7. **Wear and Tear:** Loss or damage arising from wear and tear (which shall include seepage of water through seams and seals into the **Home**), depreciation and mechanical or electrical breakdown.
8. **Pollution:** Pollution or contamination of any sort and however caused.

9. The failure or fear of failure or inability of any equipment or any computer programme, whether or not **You** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.
- B. Any loss (including loss of value) of or damage to the **Land** or any part of the **Land**.
- C. **Confiscation**: any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.

General conditions applying to the whole policy

You must comply with these conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

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. Sums insured.

You must at all times keep the sums insured at levels which represent the full value property insured.

3. Cancellation

Statutory Cancellation Rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) or the renewal date (the **Cancellation Period**) by writing to **Us** at the following address during the **Cancellation Period**:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
Glos
GL50 1XZ

There is no refund of premium in the event of a total loss claim. However, in all other cases, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

In the event of a total loss, if **You** are paying by instalments, **You** will either have to continue with the instalment payments until the policy renewal date or **We** may at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

Cancellation Outside The Statutory Period

You may cancel this policy at any time by providing prior written notice to the above address. Providing **You** have not incurred eligible claims during the period **We** have been on cover we will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the policy renewal date or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

We reserve the right to cancel the policy by providing 21 days prior written notice by registered post to **Your** last known address. Any premium refund will be calculated in accordance with the above.

Non payment of premiums

We reserve the right to cancel this policy immediately on written notice in the event of non payment of the premium or default if **You** are paying by instalments.

4. Other Insurances

If any accident loss or damage covered by this policy is insured under another policy **We** will only pay **Our** rateable proportion of any claim.

5. Fraud

You must not act in a fraudulent manner.

If **You** or anyone acting for **You**;

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then

- **We** shall not pay the claim.
- **We** shall not pay any other claim which has been or will be made under the policy.
- **We** may at our option declare the policy void.
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy since the last renewal date.
- **We** shall not make any return of premium.
- **We** may inform the police of the circumstances.

6. Governing Law

You and **We** can choose the law which applies to this policy. **We** propose that English law applies. Unless **We** and **You** agree otherwise English law will apply to this policy.



For more information on this policy, including all exclusions

Call 0844 346 0427

www.towergateinsurance.co.uk

Towergate Insurance is a trading name of Towergate Underwriting Group Limited,
Ellenborough House, Wellington Street, Cheltenham, Glos GL50 1XZ

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