

POLICY DOCUMENT

Insurance For Your Leisure Home





Thank you for choosing Towergate Leisure Home Insurance

At Towergate, we are specialists in providing the right protection for our customers and are there when the unexpected happens. You can be confident that in choosing this policy you will have the cover you need.

This policy document gives you the details of your cover and should be read along with your statement of fact, schedule and any special terms or conditions as one single contract. Please keep this in a safe place as this will assist you if you need to contact us.

If you need to make a claim, our Claims Team are here to help you. In the event of an incident, please contact us as soon as reasonably practicable, on **0330 018 2293** so we can advise you on what to do next and answer any specific questions or concerns you may have. Lines are open between 9:00am and 5:00pm Monday to Friday. Please refer to "How to make a Claim" on page 12 for alternative contact details and information.

If you have any questions about your policy or would like to discuss any insurance needs, please feel free to contact us by email at **leisure.renewals@towergate.co.uk** or call us on **01242 528844** between 9:00am to 5:00pm Monday to Friday or between 9:00am to 12:00pm Saturday.

We look forward to taking care of You and Your Leisure Home.

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ



Your policy has been arranged by Towergate Insurance on behalf of Ageas Insurance Limited.

Towergate Insurance is a trading name of Advisory Insurance Brokers Limited. Registered in England Company No. 4043759. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority under firm reference number: 313250. This can be checked on the FCA's register by checking the FCA website at [fca.org.uk/register](https://www.fca.org.uk/register) or by contacting them on **0800 111 6768**.

Your policy has been underwritten by Ageas Insurance Limited.

Ageas Insurance Limited is registered in England and Wales, Company Number 354568. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register No 202039. This can be checked by visiting the Financial Services Register.



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How to use Your Leisure Home Policy

Information relevant to your whole Policy

Your policy provides cover for the parts and the period of insurance shown in your statement of insurance. This policy is an agreement between You (the person/persons shown in the statement of fact and/or schedule as the policyholder) and the various parties providing the cover under the individual parts of this policy but is only valid if you pay the premiums.

You must read this policy carefully together with your statement of fact, schedule and any special terms or conditions as one single contract. Please read all documents to make sure the cover provided meets your needs. If this is not the case, please contact us as soon as reasonably practicable on the contact details provided on page 2.

Please note that your cover relates only to the Sections which are shown on the schedule as being included. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

What to look out for

The policy is divided into a number of Sections and includes some key words, expressions or phrases that have the same meaning whenever they appear in the policy. These are shown in **Bold** throughout the policy. These are referred to as **Definitions**. Please refer to pages 15/16 for full details.

What is included

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**.

Details of how **Your** data is used for Sections 1 & 2 are shown below.

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: ico.org.uk

Who are we?

Towergate Insurance (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.



You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London EC3R 7PD. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit www.ardonagh.com

What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you that product or service.

How do we use your personal information?

We will use your personal information to:

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis.

We may also take the opportunity to:

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.



Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party, we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.



Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

Further details of your rights can be obtained by visiting the ICO website at ico.org.uk

Ageas Insurance Limited Privacy Notice

For **Our** full Privacy Policy please visit **Our** website www.ageas.co.uk/privacy-policy, or contact **Our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email thedpo@ageas.co.uk

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **We** collect, use, share, transfer and store **Your** information. **Your** insurance adviser will have their own uses for **Your** personal data. Please ask **Your** insurance adviser if **You** would like more information about how they use **Your** personal information.

Collecting Your information

We collect a variety of personal information about **You** such as **Your** name, address, contact details, date of birth, credit history, criminal offences, claims information, financial details such as bank account and card details and IP address (which is a unique number identifying **Your** computer). Where relevant, **We** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **Your** health. **We** also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

Using Your information

We collect **Your** personal information and/or special categories of personal information because **We** need it to provide **You** with the appropriate insurance quotation, policy and price as well as manage **Your** policy such as handling a claim or issuing documentation to **You**. **Our** assessment of **Your** insurance application may involve an automated decision to determine whether **We** are able to provide **You** with a quotation and/or the price. If **You** object to this being done, then **We** will not be able to provide **You** with insurance. **We** will also use **Your** information where **We** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **You**); collecting information regarding **Your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls. Please note if **You** have given **Us** information about someone else, **You** would have confirmed that **You** have their permission to do so.



Sharing Your information

We share **Your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **Us** or on **Our** behalf or where **We** provide services in partnership with them; fraud prevention and credit reference agencies and other companies, for example, when **We** are trialling their products and services which **We** think may improve **Our** service to **You** or **Our** business processes. Unless required to by law, **We** would never share **Your** personal data without the appropriate care and necessary safeguards being in place.

Keeping Your information

We will only keep **Your** information for as long as is necessary to provide **Our** products and services to **You** and/or to fulfil **Our** legal, regulatory, tax and accounting obligations. **We** also keep **Your** information for several years after the expiry of **Your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please refer to **Our** full Privacy Policy for more information.

Use and storage of Your information overseas

Your information may be transferred to, stored and processed outside of the **United Kingdom** (UK). **We** or **our** service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store **Your** information) to which foreign law enforcement agencies may have the power to access. However, **We** will not transfer **Your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **We** have taken all reasonable steps to ensure the third party has suitable standards in place to protect **Your** information.

Your rights

You have a number of rights in relation to the information **We** hold about **You**, including: asking for access to and a copy of **Your** personal information, objecting to the use of **Your** personal information or to an automated decision including profiling, asking **Us** to correct, delete or restrict the use of **Your** personal information, withdrawing any previously provided permission for the use of **Your** personal information and complaining to the Information Commissioner's Office at any time if **You** object to the way **We** use **Your** personal information. Please refer to **Our** full Privacy Policy for more information.

Please note that there are times when **We** will not be able to delete **Your** personal information. This may be as a result of fulfilling **Our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **We** have to keep **Your** information. If **We** are unable to fulfil a request, **We** will always let **You** know **Our** reasons.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDSL). This helps **Us** check information provided and prevent fraudulent claims.

Under the conditions of **Your Policy** **You** must tell **Us** about any insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **You** tell **Us** about an incident **We** will pass information relating to it to the relevant database. **We** and other insurers may search these databases when **You** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the **Policy** or claim.



Fraud prevention and detection

In order to prevent and detect fraud, **We** may at any time:

- Share information about **You** with other organisations including the police;
- Conduct searches about **You** using publicly available databases;
- Undertake credit searches;
- Check and/or share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Managing credit and credit related accounts or facilities;
- Recovering debt and tracing beneficiaries;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact **Us** on the number shown on **Your Policy** documentation if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Your Cancellation rights

If **You** decide that **You** do not want to accept the **Policy** (or any future renewal of the **Policy** by **Us**) tell **Us** of **Your** decision, in writing or by phone on **01242 528844** provided within 14 days of receiving the **Policy** (or for renewal, within 14 days of **Your Policy** renewal date).

We may charge **You** on a pro rata basis (including Insurance Premium Tax) for the time **We** have provided cover for **You**, the balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the **Policy** following a claim.

To exercise **Your** right to cancel **Your Policy**, please send written notice to Towergate Insurance Services, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

Alternatively, **You** can send an Email to leisure.renewals@towergate.co.uk or by calling our office on **(01242 528844)** between 9:00am – 5:00pm Monday to Friday or between 9:00am to 12:00pm on Saturday).

Please see Condition 2 for full details of all cancellation conditions and charges.

For information on **Your** cancellation rights within the 14 day cooling-off period; outside of the 14 day cooling-off period or **Our** right to cancel the **Policy**, please refer to Condition 3 on page 36 of this **Policy**.



Changes in Your Circumstances

You must tell **Us** as soon as reasonably practicable about 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.

To do this, **You** should contact Towergate Insurance by telephone **01242 528844** between 9:00am and 5:00pm Monday to Friday and between 9:00am to 12:00pm on Saturday. Alternatively, **You** can send an Email to **leisure.renewals@towergate.co.uk** or contact us in writing at Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ.

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** park **Home** for any purpose other than for residential 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 36.

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**.

Remember, if **You** underinsure, claim payments may be reduced. See pages 27-29 for Section 1 **Home & Contents** and 28-29 for Section 2 **Personal Possessions**. **You** can change **Your** sums insured at any time – **You** do not 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 Governments' 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.



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 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.

Policy Limitations

Your cover is subject to certain exclusions and conditions which are shown on the following pages – please refer to pages 34-38 for full details.

How to make a Claim

To make a claim, check **Your Policy Schedule** to make sure **You** have the appropriate cover. Refer to **Your Policy** wording and follow the instructions on “How to Make a Claim” and “Conduct of Claims” relevant to the section of cover.

For claims relating to Sections 1 & 2 **You** should contact Towergate Insurance by:

Telephone: **0330 018 2293**

Email: **leisurehomeclaims@davies-group.com**

In writing: Towergate Insurance, PO Box 800, Elland HX1 9ET

When notifying **Us**, please provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If **You** have any questions about **Your** claim, please do not hesitate to contact Towergate Insurance. Lines are open between 9:00am and 5:00pm Monday to Friday.



Our Commitment to Service If You have a Complaint

We will do everything possible to ensure that **You** receive at all times excellent service and being there when **You** need **Us**. **We** hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied with the sale and administration of your policy or the service **You** have received by Towergate Insurance Services in the handling of **Your** policy or claim and wish to make a complaint, please contact us on **01242 528844** in the first instance where **We** aim to resolve most issues straightaway.

Alternatively, **You** may wish to write to **Us** at:

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham GL50 1XZ

Email: **customer.care@towergate.co.uk**

Complaints that Insurers are required to resolve will be passed to them and **You** will be notified if this happens.

Complaints relating to cover or claims under Sections 1 & 2

If **Your** complaint relates to policy cover, please contact:

In writing: Towergate Insurance, Ellenborough House, Wellington Street, Cheltenham GL50 1XZ
Email: **customer.care@towergate.co.uk**
Telephone: **01242 528844**

If **Your** complaint relates to a claim please contact Davies Group Ltd by:

Telephone: **0344 856 2015**
Email: **Customer.Care@davies-group.com**
In writing: Davies Group Ltd, PO Box 3097, Stoke on Trent ST4 9DN

We take all customer complaints seriously and **We** have established the following complaint procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving Your complaint:

In the first instance **We** would encourage **You** to contact the department **You** are unhappy with. Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint. A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.



Step 2: If Your complaint cannot be resolved within three business days:

We will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support **You**, keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when **We** anticipate **We** will have concluded our investigation.

Step 3: Referring to the Financial Ombudsman Service (FOS):

After receiving our final response or if **We** have been unable to conclude our investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. **We** will provide full details of how to do this in our final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: **+44 (0)800 023 4567** or **+44 (0)300 123 9 123**

Email: **complaint.info@financial-ombudsman.org.uk**

Online: **www.financial-ombudsman.org.uk**

Please note that the Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided **Us** with the opportunity to resolve it first.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **You** choose to submit **Your** complaint this way, it will be forwarded to the Financial Ombudsman Service.

Visit **ec.europa.eu/odr** to access the Online Dispute Resolution Service.

Please quote **Our** e-mail address: **customer.care@towergate.co.uk**

Alternatively, **You** can contact the Financial Ombudsman Service direct.

Whilst Towergate Insurance and **Your** Insurers are bound by the decision of the FOS, **You**, are not. Using **Our** complaints procedure, or contacting the Financial Ombudsman Service at any stage of **Your** complaint will not affect **Your** legal rights.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** financial obligations **You** may be entitled to compensation from the scheme, depending on whether **You** are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at **www.fscs.org.uk** or by calling **+44 (0)20 7741 4100**, or **+44 (0)800 678 1100**.



Definitions Applying to this Policy

The following key words, phrases or expressions, listed below have the same meaning whenever they appear in **Bold** throughout the **Policy**.

United Kingdom

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** or reward.

Excess

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

Flood

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **Home**.

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 flotation 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

Period of Insurance

The period shown in **Your Schedule** for which **We** have agreed to cover **You** and for which **You** have paid or agreed to pay the premium.

Personal Possessions

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

Policy

The combination of all of the parts **You** have chosen to purchase.

Primary Residence

The dwelling where **You** live the majority of **Your** time and is considered to be **Your** residence for legal and tax purposes.

Schedule

The document giving details of the **Period of Insurance**, **Your** cover, the premium and the **Policy** number.

Statement of Fact

The document that details the cover **We** have provided, including the information **You** provided when **We** prepared **Your** quotation or renewal invitation.

You/Your

The person(s) named in **Your Schedule**.

Unoccupied

When the **Home** is either:

- a) Insufficiently furnished for normal occupation, or
- b) **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 30 consecutive days, or
- c) Not **Your Primary Residence**, furnished for normal occupation, and has not been occupied 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

Your spouse or **Your** partner, **Your** children, parents or other relative.



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.
5. Storm, **Flood** or weight of snow.

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**.
5. Damage caused by frost.

Loss of or damage to hedges, gates and fences, from ground water rising and property in the open.



We will pay for

6. Escape of water, liquefied petroleum gas or oil from any fixed heating or domestic water installation, boiler, washing machine, dishwasher or freezer.

7. Theft or attempted theft.

We will not pay for

6. Damage to the installation or appliance itself.

Loss or damage while the structure is:

- a) Insufficiently furnished for normal occupation, or
- b) **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 30 consecutive days between 1st November and 31st March, or
- c) Not **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 72 consecutive hours between 1st November and 31st March.

Unless the water supply has been turned off at the mains and all systems drained with the exception of sealed central heating systems that have been professionally fitted, contain anti-freeze and are maintained to the manufacturer's specification.

Costs to remove and replace any part of the structure to find and repair the source of any water or oil leaks.

Subsidence, heave or landslip damage caused by escaping water or oil under this section. However, **You** may have cover under item 11 'Subsidence or heave of the site on which the **Home** stands, or landslip'.

Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on in **Your** structure.

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**.



We will pay for

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

9. Falling trees or branches

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

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.

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.



We will pay for

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

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.

Loss or damage while the structure is:

- a) Insufficiently furnished for normal occupation, or
- b) **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 30 consecutive days between 1st November and 31st March, or
- c) Not **Your Primary Residence**, furnished for normal occupation, and has not been occupied for more than 72 consecutive hours between 1st November and 31st March.

Unless the water supply has been turned off at the mains and all systems drained with the exception of sealed central heating systems that have been professionally fitted, contain anti-freeze and are maintained to the manufacturers specification.

Any boiler or fixed heating or water installation over 10 years old.



We will pay for

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

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.

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.



We will pay for

F. Household Removal

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

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

We will not pay for

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

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 **United Kingdom** 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

As a result of loss or damage insured by paragraphs A1 to A12 listed above. 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.
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

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



We will pay for

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 **United Kingdom**, 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

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

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

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**.

Any disease that can be passed from one person to another.

Damage to property which belongs to **You** or **Your Family**, employees or is in their custody or control.

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



We will pay for

- 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 **United Kingdom** 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 **United Kingdom** 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

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

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 **United Kingdom**.



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** is 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

Please see pages 2 and 12 for contact details.

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) As soon as reasonably practicable report to the police any theft, malicious damage, vandalism or loss of property.
- ii) As soon as reasonably practicable report to the credit card company any loss or theft of credit cards.
- iii) Advise Towergate Insurance as soon as reasonably practicable 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 as soon as reasonably practicable and provide full written details and assistance as requested by them.
- ii) As soon as reasonably practicable send Towergate Insurance any letter 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 practicable by email leisurehomeclaims@davies-group.com or by post Towergate Insurance, PO Box 800, Elland HX1 9ET. **We** recommend that **You** let **Us** know by recorded delivery post.

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**.

c. 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 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 Possessions

Accidental loss of or damage to unspecified **Valuables, Personal Possessions**, 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 Possessions** 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, children's 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 Possessions** and sports equipment from any unattended motor vehicle. Theft cover in respect of **Valuables, Personal Possessions** 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 Possessions** 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

Please see pages 2 and 12 for contact details.

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) As soon as reasonably practicable report to the police any theft, malicious damage, vandalism or loss of property.
- ii) As soon as reasonably practicable report to the credit card company any loss or theft of credit cards.
- iii) Advise Towergate Insurance as soon as reasonably practicable 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 practicable by email leisurehomeclaims@davies-group.com or by post Towergate Insurance, PO Box 800, Elland HX1 9ET. **We** recommend that **You** let **Us** know by recorded delivery post.

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**.

c. 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.

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

10. Confiscation

Any loss or damage or liability by or happening through confiscation or detention by customs or other officials or authorities.

11. Sanctions

We shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, **Our** parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



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 reasonable care to make sure that all facts and information that **You** provide **Us** with when **You** take out, renew, or request changes to the cover provided by the **Policy**, are accurate and complete. If **You** fail to exercise reasonable care, **We** will treat the **Policy** as if it had not existed from the effective date, renewal date or date when any changes were made to the **Policy** (as the case may be) if **You** deliberately or recklessly gave **Us** inaccurate or incomplete information.

If **You** carelessly gave **Us** inaccurate and incomplete information, we may:

- a) where **We** would not have covered **You** at all, had **We** known about such information, treat the **Policy** as if it had not existed from the effective date, renewal date or date when any changes were made to the **Policy** (as the case may be). **We** will return the premium;
- b) if **We** would have insured **You** on different terms (other than in relation to premium), then the **Policy** will be treated as if it had contained such terms. In such circumstances, **We** will only pay a claim if the claim would have been covered by a **Policy** containing such terms; or
- c) if **We** would have provided **You** with cover for a higher premium, the amount payable on any claim will be reduced proportionally, based on the ratio that the premium actually charged bears to that which **We** would have charged. For example, **We** will only pay half of the claim, if **We** would have charged double the premium.

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 of the property insured.

3. Cancellation

Cancellation within 14 days (cooling off period)

If **You** decide that **You** do not want to accept the **Policy** (or any future renewal of the **Policy** by us) tell **Us** of **Your** decision, in writing or by phone using the contact details provided within 14 days of receiving the **Policy** (or for renewal, within 14 days of **Your** policy renewal date). **We** may charge **You** on a pro rata basis (including Insurance Premium Tax) for the time **We** have provided cover for **You**. The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the **Policy** following a claim.

Cancellation Outside Cooling Off Period

You have the right to cancel **Your Policy** at any time by telling **Us** either in writing or by telephone using the contact details set out in the **Policy**. **We** will charge **You** on a pro rata basis (including Insurance Premium Tax), plus any cancellation fee that **We** may apply for the time **We** have provided cover for **You**. The balance of the premium will be returned to **You** but there will be no refund where **You** are cancelling the **Policy** following a claim.

Where **You** cancel **Your Policy** and **You** pay under a credit agreement with Premium Credit Limited, **You**, authorise **Us** on **Your** behalf to cancel **Your** credit agreement with Premium Credit Limited.



Paying by instalments

If **You** pay **Your** premium under a credit agreement and **You** fail to make a payment **Your Policy** will be cancelled by giving **You** seven days' notice to **Your** last known address and **We** may refuse **Your** claim or take the balance of any outstanding premium due to **Us** from any claim payment, **We** make to **You**. This means that **We** will fulfil **Our** obligations to any claims against **Your Policy** by a third party but seek full recovery of any payments made under **Your Policy** directly from **You**. This may include the instruction of solicitors or other recovery agents.

Our Rights

We may cancel this **Policy** by sending fourteen (14) days' notice by registered letter or recorded delivery to **Your** last known address. If **We** do, **We** shall refund any premium which may be due to **You**.

4. 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.

5. 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.

6. Fraudulent acts

If **You** make a fraudulent claim under this insurance contract, **We**:

- a) are not liable to pay the claim;
- b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim;
- c) may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act; and
- d) may inform the police, other financial services organisations and anti-fraud databases, as set out under the important Notes headed 'Fraud prevention and detection'.

If **We** exercise **Our** right under (c) above:

- **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- **We** need not return any of the premiums paid.

If this **Policy** covers any person who is not a party to the insurance contract (a covered person), and a fraudulent claim is made under the contract by or on behalf of a covered person, **We** may rely on **Our** rights under section 3 above as if there were an individual insurance contract between **Us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other covered person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

7. Governing Law

Unless **You** and **We** agree otherwise, this **Policy** is governed by the law that applies in the part of the **United Kingdom** where **You** normally live and those courts of the parts of the **United Kingdom** will have exclusive jurisdiction. Otherwise, the law of England and Wales applies. Unless agreed otherwise, **We** will communicate to **You** in English.



8. Assignment

This **Policy** may not be assigned or transferred unless agreed by **Us** in writing.

9. Claim notification

All claims must be notified as soon as is reasonably practical after the event which causes the claim. Failure to do so may result in **Our** rejection of the claim if it is made so long after the event that **We** are unable to investigate it fully, or may result in **You** not receiving the full amount claimed for if the amount claimed is increased as a result of the delay.



**For more information on this policy,
including all exclusions please call 01242 528844**

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