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Towergate Underwriting Let Property Tenants Home Insurance Policy

Your insurance policy comprises this booklet and your Schedule. You should read these documents carefully and keep them in a safe place together with copies of any documentation you have provided to us.

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THE TENANTS HOME INSURANCE POLICY

Effected through Towergate Underwriting Let Property

Introduction to the Tenants Home Insurance Policy

The conditions applying to the home insurance policy are detailed in this booklet. We have tried to make them clear and easy to understand. Included within the General Conditions are details of how we may change the insurance and how we will tell you about the changes.

We fully support the Association of British Insurers, the Financial Conduct Authority (FCA) and the Financial Ombudsman Service. The Data Protection Act also protects you.

About the Tenants Home Insurance Policy

This tenant's home insurance has been arranged by Towergate Underwriting Let Property, a trading name of Towergate Underwriting Group Limited, and is underwritten by a consortium of specialist insurers. The Lead Insurers are Allianz Insurance plc, number 84638. Registered Office: 57 Ladymead, Guilford, Surrey GU1 1DB. Also underwritten by Royal & Sun Alliance Insurance plc, number 93792. Registered Office: St Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Towergate Underwriting Group Limited are authorised and regulated by the Financial Conduct Authority. Allianz Insurance plc and Royal & Sun Alliance Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.gov.uk/register/home.do Or by contacting them on 0800 111 6768.

You should read the terms and conditions detailed in this certificate including how to make a claim. Please read them carefully so that you know what cover is provided and what you should do if you need to make a claim.

This booklet and the schedule are important documents. Please keep them in a safe place where you can find them should you need to refer to them in the future.

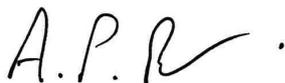
Should you need to discuss any aspect of the cover please call the agent with whom you effected this insurance.

If you have paid the premium shown in the schedule, we agree to insure you subject to the terms and conditions contained in or endorsed on this booklet, against loss or damage you sustain or legal liability you incur for accidents happening during the period shown in the schedule.

In arranging your insurance we will have asked you a number of questions which you were required to answer. You must take reasonable care to answer all questions honestly and to the best of your knowledge, providing full answers and relevant details.

When providing this insurance we have relied on the information and statements which you have provided in the Application Form (or declaration) on the date shown on the schedule.

This insurance relates only to those sections of the booklet which are shown on the schedule as being included.



Chief Executive Officer
Towergate Underwriting On behalf of the Insurer(s)

DEFINITIONS

This document sets out the conditions of the contract of insurance between you and us. You should keep it in a safe place.

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

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

Please contact your Agent immediately if this document is not correct or if you would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

You / your / insured The person or persons named in the schedule and all members of their family who permanently live in the house.

We / us / our Allianz Insurance plc (Lead Insurer), Royal & Sun Alliance Insurance plc and Towergate Underwriting Let Property as administrators of Your Policy

Your Agent The insurance Agent who placed this insurance on your behalf.

Schedule The schedule is part of this insurance and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.

Endorsement A change in the terms and conditions of this insurance

Excess The amount you will have to pay towards each separate claim

Period of insurance The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.

Standard construction Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

Buildings

- The home and its decorations
- fixtures and fittings attached to the home
- permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks

Premises The address which is named in the schedule

Home The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.

Contents Household goods and personal property, within the home, which are your property or which you are legally responsible for.

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the home.
- Property in the open but within the premises up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)
- Deeds and registered bonds and other personal documents up to £500 in total
- Stamps or coins forming part of a collection up to £250 in total
- Gold, silver, gold and silver plated articles, jewellery and furs up to £1000 or 10% of the sum insured for contents whichever is less, within the private dwellings.
- Domestic oil in fixed oil tanks up to £500
- Domestic freezer food up to £250.
- Contents of the landlord for which you are responsible up to £2,500

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories, aircraft, trains.
- Any living creature
- Any part of the buildings
- Any property held or used for business purposes
- Any property insured under any other insurance
- Any money and credit cards
- Any pedal cycle, mobile phone or laptop / computer equipment designed to be portable unless specified.

Bodily injury Bodily injury including death or disease

Sanitary ware Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Valuables

- jewellery
- furs
- gold, silver and silver plated articles
- pictures

Personal possessions Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to you, personal money and credit cards.

Personal possessions does NOT include :

- pedal cycles
- mobile phones
- Laptop / computer equipment designed to be portable

Money

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings booklets, travellers cheques
- premium bonds, luncheon vouchers and gift tokens
- all held for private or domestic purpose

Money does not include money held for trade or business

Credit cards Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards

United Kingdom The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

General Conditions applicable to the whole of this insurance

Each home included under this insurance is considered to be covered as if separately insured.

Your duties

1. You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
2. You must tell your Agent immediately if you
 - ∴ Stop using your home as your permanent private residence, or
 - ∴ Regularly leave the home unattended by day or nightWhen we receive this notice we have the option to change the conditions of this insurance
3. You must tell your Agent before you start any conversions, extensions or other structural work to the buildings. When we receive this notice we have the option to change the conditions of this insurance

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

Monthly payments

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

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

Cancellation clause

We hope you are happy with the cover this policy provides. However, if after reading this booklet, this insurance does not meet with your requirements, please return it to the agent who effected this insurance within 14 days of issue and we will refund your premium.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days' notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

This Insurance may be cancelled at any time at Your request in writing to the Agent who effected the Insurance, and returning to them the Booklet marked "Cancelled" signed and dated by You.

Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

Change of Terms

The Insurer or Towergate Underwriting Let Property can change the terms of this insurance by giving you 30days' notice at your known address.

Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance we may cancel this policy immediately by giving you written notice at your last known address. If we cancel the policy we will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

Governing Law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.

General Exclusions applicable to the whole of this insurance

a) Radioactive Contamination and Nuclear Assemblies Exclusion

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

Directly or indirectly caused by or contribution to by or arising from:

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

b) War Exclusion

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

c) Terrorism

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purposes of this exclusion 'terrorism' means the use or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), 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 governments(s) or put any section of the public in fear.

d) Pollution or contamination

Any claim or expense of any kind resulting directly or indirectly from pollution or contamination which:

- Was the result of an intentional act; or
- Was expected or should have been expected; or
- Was not caused by a sudden incident; or
- Was not caused during any **period of insurance**.

e) loss or damage by mechanical, electrical or electronic breakdown, delay

f) confiscation or detention by customs or other official bodies

g) loss or damage in the home when the home is unoccupied

h) loss by deception unless the only deception is someone tricking their way into the home.

i) Any damage arising from rot

j) Any existing and deliberate damage

k) Wear and tear

l) defective construction or design

Claims Conditions Applicable to the whole of this insurance

Your duties

In the event of a claim or possible claim under this insurance

1. You must notify your Agent as soon as reasonably possible giving full details of what has happened
2. you must provide your Agent with written details of what has happened within 30 days and provide any other information we may reasonably require.

3. you must immediately forward to your Agents, if a claim for liability is made against you, any letter, claim, writ, summons or other legal documents you receive.
4. You must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft, or lost property.
5. You must not admit liability or offer or agree to settle any claim without our written permission.

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

How we deal with your claim

1. Defence of claims

We may

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

2. Other insurance

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

This clause does not apply to fatal injury (contents section -H)

3. Fraudulent Claims

If you, or anyone acting on your behalf, makes a claim knowing it to be false or fraudulent in amount or any other respect, this insurance shall be invalid and all claims shall be forfeited.

Section A - Contents Cover

This insurance covers the contents for loss or damage directly caused by the following perils.

Unless otherwise stated, a standard excess of £50 will apply other than item H – Fatal injury.

1. **fire, lightning, explosion or earthquake**
2. **aircraft and other flying devices or items dropped from them**
3. **storm, flood or weight of snow**
Other than :-
For property in the open
4. **escape of water from fixed water tanks, apparatus or pipes**
Other than :-
The first £250 of any claim :-
5. **escape of oil from domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation**
Other than :-

- a) for loss or damage due to wear and tear or any gradually operating cause
- b) for loss or damage caused by faulty workmanship
- 6. theft or attempted theft caused by a violent and forcible entry**
Other than :-
 - a) any amount over £500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages
- 7. collision by any vehicle or animal**
- 8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously**
- 9. subsidence or heave of the site upon which the buildings stand or landslip**
Other than :-
 - a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
 - b) for loss or damage arising from faulty design, specification, workmanship or material
 - c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
 - d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
 - e) for loss or damage by coastal erosion
- 10. falling trees, telegraph poles or lamp-posts**
Other than :-
 - for loss or damage caused by trees being cut down or cut back within the premises

This section of the insurance also covers

- A) accidental damage to**
 - ∴ **television, satellite decoders**
 - ∴ **audio and video equipment**
 - ∴ **radios**
 - ∴ **home computers, video cassette recorders****all situated within the home**
Other than :-
 - a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation or dismantle
 - b) for loss or damage to tapes, records, cassettes, discs or computer software
 - c) for mechanical or electrical faults or breakdown
- B) accidental breakage of**
 - ∴ **fixed glass and double glazing**
 - ∴ **sanitary ware****forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for**
 - ∴ **mirrors**
 - ∴ **glass tops and fixed glass in furniture**
 - ∴ **ceramic hobs**
 Other than :-
For the cost of repairing, removing or replacing frames

- C) the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by :**
 - (i) **any of the events insured under numbers 1-10 in the contents section while contents are: in any occupied private dwelling**
 - ∴ **in any buildings where you are living or working**
 - ∴ **in any building for valuation, cleaning or repair**
 - ∴ **in any furniture store**
 - ∴ **in any bank or safe deposit**
 - (ii) **fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store**

Other than :-

- a) for contents outside the United Kingdom
- b) any amount over 20% of the sum insured under the contents section for contents in a furniture store

- D) up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under the contents section**

Other than :-

Any amount over 10% of the sum insured under the contents section for the contents of the buildings damaged or destroyed

- E) costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the buildings cannot be lived in following loss or damage which is covered under the contents section**

Other than :-

Any amount over 10% of the sum insured under the contents section for the contents of the buildings damaged or destroyed

- F) your legal responsibility as a tenant for loss or damage to the buildings including Landlords furnishings as part of a tenancy agreement caused by loss or damage which is covered under the contents section**

Other than :-

- a) any amount over 10% of the sum insured under the contents section for the buildings damaged or destroyed or any amount over £2,500 for Landlord's furnishings as part of a tenancy agreement
- b) for loss or damage caused by fire, lightning or explosion to the buildings
- c) for loss or damage arising from subsidence heave or landslip
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- e) for loss or damage while the buildings are not furnished enough to be normally lived in

- G) the cost of repairing accidental damage to**
 :- **domestic pipes**
 :- **underground water-supply pipes**
 :- **Underground sewers, drains and septic tanks**
 :- **Underground gas pipes**
 :- **Underground cables**

Which you are legally responsible for as tenant only

Other than :-

- a) for loss or damage due to wear and tear or any gradually operating cause

- H) fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts :**

:- **£2,000 for each insured person over sixteen years of age,**

:- **£1,000 for each insured person under sixteen years of age,**

at the time of death

- I) costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys**

Other than :-

Any amount over £250 in total

- J) increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under peril 4 of the contents section**

Other than :-

More than £750 in any period of insurance. If you claim for such loss under the contents section, we will not pay more than £750 in total

- K) the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contamination by refrigeration fumes**

Other than :-

- e) for the loss or damage caused by any electricity or gas company cutting off or restricting your supply

- e) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action

- e) any amount over £250

Accidental damage to contents

The following applies only if the schedule shows that accidental damage to contents is included

This extension covers

Accidental damage to the contents within the home

Other than :-

- a) for damage or any proportion of damage which we specifically exclude elsewhere under the contents section
 b) for damage to contents within garages and outbuildings

for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.

- c) For damage caused by chewing, tearing, scratching or fouling by animals
 d) Any amount over £250 in total for porcelain, china, glass and other brittle articles
 e) For money, credit cards, documents or stamps
 f) For damage to contact, corneal or micro corneal lenses
 g) For damage while the home is sublet
 h) For damage to clothing
 i) For deterioration of food
 j) Damage whilst the home is unoccupied
 k) For damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
 l) For damage arising out of faulty design, specification, workmanship or materials
 m) For damage from mechanical or electrical faults or breakdown
 n) For damage caused by dryness, dampness, extremes of temperature and exposure to light
 o) For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination

Conditions that apply to the contents section only

Settling Claims

How we deal with your claim

1. **If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article covered under the contents section. For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as:**

:- **The new article is as close as possible to but not an improvement on the original article when it was new; and**

:- **You have paid or we have authorised the cost of replacement**

The above basis of settlement will not apply to

:- **Clothes**

:- **Household linen**

Where we will take off an amount for wear and tear and depreciation

2. **We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or a specific part.**

Your sum insured

3. **We will not reduce the sum insured under section two after we have paid a claim as long as you agree to carry out our recommendation to prevent further loss or damage**

4. **If you are under insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the costs of replacing or repairing the contents, we will only pay one half of the costs of repair or replacement**

Limit of insurance

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

Section B - Legal Liability to the Public

PART A

Part A of this section applies in the following way :

We will cover you

- (i) **as occupier for any amounts you become legally liable to pay as damages for**

- ∴ **bodily injury**
- ∴ **damage to property**

caused by an accident happening at the premises during the period of insurance

- (ii) **as a private individual for any amounts you become legally liable to pay as damages for**

- ∴ **bodily injury**
- ∴ **damage to property**

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

Other than :-

- a) for bodily injury to
 - ∴ you
 - ∴ any other permanent member of the home
 - ∴ any person who at the time of sustaining such injury is engaged in your service
- b) for bodily injury arising directly or indirectly from any communicable disease or condition
- c) for damage to property owned by or in the charge or control of
 - ∴ you
 - ∴ any other permanent member of the home
 - ∴ any person engaged in your service
- d) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance
- e) arising directly or indirectly out of any profession, occupation, business or employment
- f) which you have assumed under contract and which would not otherwise have attached
- g) arising out of your ownership, possession or use of :
 - i) any motorised or horse drawn vehicle other than
 - ∴ domestic gardening equipment used within the premises and
 - ∴ pedestrian controlled gardening equipment used elsewhere
 - ii) any power-operated lift

- iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- iv) any animal other than cats, horses or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991

- h) in respect of any kind of pollution and/or contamination other than :
- ∴ caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule ; and
 - ∴ Reported to us not later than 30 days from the end of the period of insurance

In which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

- i) arising out of you or your family's ownership, occupation, possession or use of any land or building that is not within the premises
- j) if you are not entitled to payment under any other insurance, including but not limited to any horses or travel insurance, until such insurance(s) is exhausted

Limit of insurance

We will not pay

In respect of other liability covered under the Legal Liability to the Public section
 More than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing

Other than :-

- ∴ for any liability if you are entitled to payment under any other insurance
- ∴ for the cost of repairing any fault or alleged fault

Section C - Valuables and Personal Possessions

Unless otherwise stated, a standard excess of £50 will apply.

This insurance covers

Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule

Other than :-

- a) for damage caused by moth, vermin, wear and tear or gradually operating cause
- b) for damage from electrical or mechanical faults or breakdown
- c) any amount over £1,000 for any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon

- e) for damage to guns caused by rusting or bursting of barrels
- f) for breakage of any sports equipment whilst in use
- g) for any loss or damage to contact, corneal or micro corneal lenses
- h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision
- i) pedal cycles
- j) mobile phones and laptop / computer equipment designed to be portable
- k) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant

Money and Credit Card cover is provided up to £250 for:

- ∴ **Theft or accidental loss of money any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)**

Anywhere within the United Kingdom, provided that

- ∴ **Within 24 hours of your discovery any loss or theft, you have notified the police and in the case of credit card(s), the card issuing company; and**
- ∴ **You have complied with all other conditions under which your credit card(s) were issued to you**

Other than :-

- a) to make up any shortage due to error or omission
- b) for loss of value
- c) Theft from motor vehicles unless someone over 16 was in the vehicle at the same time
- d) Loss or theft whilst the home is unoccupied
- e) Loss or theft from the home unless there is forcible/violent entry

Conditions that apply to the Valuables and Personal Possessions section

How we deal with your claim

1. **We will at our option repair, replace or pay for any article lost or damaged.**
2. **If any insured item consist of articles forming a pair or set with an insured value of £1,000 or over:**
 - ∴ **We will not pay for the cost of replacing any undamaged article forming part of such pair or set**
 - ∴ **We will not pay more than a proportion of the insured value of such a pair or set**

Your sum insured

3. **If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim**

For example if your sum insured only represents one half of the total value of the unspecified items we will only pay one half of the cost of repair or replacement

However, if personal possessions are lost or damage away from home we will not take into account the value of personal possessions in the home at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the schedule

Section D – Optional Extensions

The following cover applies only if the schedule shows that it is included and the premium has been paid

Pedal Cycle

Cover is provided up to £500 for the cost of repairing or replacing your pedal cycle following:

- ∴ **Theft or attempted theft**
- ∴ **Accidental damage**

Other than :-

- a) for loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time
- b) for loss or damage due to wear and tear or any gradually operating cause
- c) for damage from mechanical or electrical faults or breakdown
- d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used for other than for private purposes
- e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
- f) the first £100 of any claim

Anywhere in the United Kingdom

Mobile Phone

Cover is provided up to £300 for the cost of repairing or replacing your mobile phone

Other than :-

- a) theft from home unless caused by a violent or forcible entry
- b) theft in any other building unless securely locked away when not in use
- f) loss or damage due to wear and tear or any gradually operating cause
- g) the first £100 of any claim

Anywhere in the United Kingdom

Laptop / Computer Equipment

Cover is provided up to £500 for the cost of repairing or replacing your Laptop / Computer Equipment

Other than :-

- a) theft from home unless caused by a violent or forcible entry
- b) theft in any other building unless securely locked away when not in use
- c) loss or damage due to wear and tear or any gradually operating cause
- d) the first £100 of any claim

Anywhere in the United Kingdom

Endorsements

The following clauses apply only if they are mentioned in the schedule.

- 1. Hotel and Motel Clause**
This insurance does not cover theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms
- 2. Alarm Clause**
This insurance does not cover theft:
- When you have left the premises without an authorise occupant, or
- at night
unless:
a) at all such times the intruder alarm has been put into full and effective operation, and
b) the intruder alarm is kept in good working order throughout the period of insurance under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).
- 3. Safe Clause**
This insurance does not cover theft of jewellery from the home unless the jewellery is kept in a locked safe whilst not being worn
- 4. Keys Clause**
This insurance does not cover theft of jewellery from safe(s) unless you have removed the keys of the safe(s) from the home while you are absent from the premises.
- 5. Climatic Conditions Clause**
This insurance does not cover the loss or damage caused by dryness, dampness, extremes of temperature or exposure to the light.
- 6. Musical Instrument Clause**
This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.
- 7. Theft limitations Clause**
This insurance does not cover theft or attempted theft from the home other than as a result of violent and forcible entry
- 8. Non-standard Construction Clause**
It is agreed that the private dwelling of the home is not of standard construction
- 9. Minimum Security Clause**
This insurance does not cover theft from the private dwelling of the home unless the undernoted minimum protections are fitted.
External Doors: 5 Lever Mortice
Deadlocks(conforming to British Standard 3621)
Patio Doors: In addition to a central locking device, key operating bolts to top and bottom opening sections
Windows: Key operated security locks to all ground floor and other accessible windows
- 10. Subsidence, Heave or Landslip Exclusion Clause**
Subsidence or heave of the site upon which the buildings stand or landslip as shown in number 9 of the contents section is not covered by this insurance
- 11. Flood Exclusion Clause**
The Contents Section of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in number 4 of the Contents sections.
- 12. Contractors Exclusion Clause**
This insurance does not cover loss, damage or liability arising out of the activities of contractors
- 13. Index-linking Clause**
The sums insured in the contents section will be indexed each month in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by us.
- 14. Business-use Extension Clause**
In return for the payment of an extra premium the Legal Liability Section PART A (i) extends to include your legal liability, as defined in that section, for using the home for the business purposes which are detailed in the schedule. However, we will not cover any liability arising out of advice given or services rendered in respect of your profession, occupation or business or employment.
- 15. Stamp Clause**
We will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged
- 16. Protections Clause**
It is your duty to ensure that all protections provided for the security of the home and contents:
- are maintained in good working order, and
- are in full and effective operation whenever you are absent from the premises
If you fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

17. Unattended Vehicles Clause
This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

18. Flat Roof Clause
It is a warranty of this policy that the flat roof has been inspected and repaired where necessary no earlier than 24 months prior to inception. It is further warranted that future inspections and repair, renovation and

replacement where necessary will take place at no greater than five year intervals with full records of inspections and works retained for our inspection. This warranty is precedent to any liability for claims relating to the flat roof.

COMPLAINTS PROCEDURE & REGULATORY INFORMATION

Complaints

Our objective is to provide a high standard of service to You at all times. However, We recognise that things can sometimes go wrong. When this occurs, We are committed to resolving matters promptly and fairly.

What happens if You complain

- (a) **If We are unable to deal with Your complaint immediately, We will write to You within 5 working days of receipt and inform You who is dealing with the complaint and when You can next expect a response.**
- (b) We aim to conclude Our investigations promptly. However, in some circumstances, Our investigations may take some time, and We will keep You fully informed. This means that We will write to You as soon as We have concluded Our investigation or, if We have not been able to inform You of Our decision within 4 weeks of receipt, We will write to You to let You know. If We are not able to reach a decision within 8 weeks, We will write to You again, either; concluding Our investigation, or; advising You of when We expect to be able to conclude Our investigation, or; **advising You of Your right to take Your complaint to the Financial Ombudsman**
- (c) When We conclude Your complaint We will write to You, giving You Our “Final Response”. This will tell You if We have upheld or rejected Your complaint (in whole or in part), and if appropriate We will make an offer of redress.

What You should do if You would like to complain

If You are disappointed with any aspect of the handling of Your insurance, please contact;

The Complaints Officer

Towergate Underwriting Let Property

The Octagon

Middleborough

Colchester CO1 1TG

Tel: 01206 773540

Email: tulpenquiries@towergate.co.uk (marked ‘complaint’)

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If Your complaint requires investigation by another party, We will pass details onto them to deal with in accordance with their complaints procedure. In this event, We will provide You with details of who We have passed your complaint to.

Refer Your complaint to the Financial Ombudsman Service

If, after making a complaint to Towergate Underwriting Let Property, you feel that the matter has not been resolved to Your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman Service, or ‘FOS’, at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 08450 801 800 (free from landlines) and 0300 123 9123 (free from most mobiles)

Website: www.financial-ombudsman.org.uk

Email: www.financial-ombudsman.org.uk

The FOS is an independent body that arbitrates on complaints after We have provided You with written confirmation that Our internal complaints procedure has been exhausted if You are:

- a consumer i.e. an individual buying insurance in a private capacity or;
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 *persons* and has a turnover or annual balance sheet that does not exceed €2 million. In this definition, “enterprise” means any *person* engaged in an economic activity, irrespective of

legal form and includes, in particular, self-employed *persons* and family businesses engaged in craft or other activities, and *partnerships* or associations regularly engaged in an economic activity) or;

- a charity with an annual income of less than £1m, or;
- the trustee of a trust with a net assets value of less than £1m.

Please note that You have 6 months from the date of Our final response in which to refer Your complaint to the FOS. Referral to the FOS will not affect Your right to take legal action against Us. The FOS can only consider Your complaint if You have already given Us the opportunity to resolve it.

Compensation

Allianz Insurance plc and Royal & Sun Alliance Insurance plc are both members of the Financial Services Compensation Scheme (FSCS).

This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation from the scheme depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS. Full details available at www.fscs.org.uk

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 insured address;
- If you change your name;
- If the property is used for business and the type of business use;
- If the property is no longer your main residence;
- If there are paying guests or lodgers;
- If the number of consecutive days that the property is unoccupied increases;
- If the property becomes permanently unoccupied (ie not lived in, or intended to be lived in or insufficiently furnished for normal living purposes);
- If you are convicted or charged and not yet tried of a criminal offence (other than motoring offences or spent convictions);
- If you become bankrupt;
- If the full rebuilding cost of your property changes (if you have Buildings Insurance with us);
- If the Contents or Personal Possessions sum insured changes (if you have these sections insured with us);
- If there are any renovations or building works being carried out, or due to commence, at your home;
- If the type of locks should change;
- If the property is no longer self contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, ie cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If you have made a claim under any other home or landlords policy that is not provided by us;
- 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 in General Conditions "Cancellation clause".