

Tower Insurance Company Limited. Registered in the Isle of Man No. 521
 Registered Office Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man, IM99 1BF
 Authorised & Regulated by the Isle of Man Government Insurance & Pensions Authority.
 Covered by the Isle of Man Financial Service Ombudsman scheme.
 Tower Insurance Company Limited is a member of the Royal & SunAlliance Insurance Group of companies

[Choices Extra]



Helplines

Available 24 hours a day, 365 days a year

Emergency Assistance: **0800 092 31 31**

Legal Helpline: **01455 255 121**

(Please quote Scheme Code Number 33896)

Complaints procedure

We aim to give **our** customers a high standard of service at all times.

In **you** are unhappy with **our** service for any reason, **you** should write to:

The Managing Director
Tower Insurance
P.O. Box 27
Jubilee Buildings
1 Victoria Street
Douglas
Isle of Man IM99 1BF

If **you** are still dissatisfied, **you** may be able to refer **your** case to the Financial Services Ombudsman for a review of **your** case. The FSO can be contacted as follows:

Financial Services Ombudsman
c/o Isle of Man Office of Fair Trading,
Government Buildings,
Lord Street,
Douglas,
Isle of Man,
IM1 1LE

Telephone Number: 01624 686 500.

The FSO will handle most complaints that **you** may have concerning a contract of personal insurance. There are, however, a few instances in which the FSO is not empowered to consider complaints.

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Guidance when making a claim (continued)

Preferred Suppliers

We take pride in the claims service we offer to our customers. Our philosophy is, where possible, to repair or replace lost or damaged property or vehicles and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but, on request, we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

All personal information supplied by you will be treated in confidence by Tower Insurance Company Ltd and the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

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Policy information

Helplines  

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Policy information

Helplines

Helpline services **we** arrange for **you**.

As a Tower Insurance customer, **your family** has access to our helplines and emergency service 24 hours a day, 365 days a year.

Whenever **you** need help, all **you** need to do is phone the appropriate number. Quote **your** policy number and tell **us** about **your** problem. **We** will do the rest.

These services are free and **you** can use them while **you** have insurance with **us**.

Emergency assistance **0800 092 3131** (freephone)

Legal advice **01455 255121** (quoting number 33896)

We provide help with any personal legal problems, including tax.

For your protection, telephone calls may be recorded and monitored.

About your policy

Your policy is made up of the following.

The **schedule** which shows which sections of the policy wording apply to **you**, the sums insured and the premium **you** will pay. It will show any special terms which apply to **your** policy.

The policy **schedule** includes a **summary of limits** which shows any special limits which apply to the cover.

You should read the **schedule** and policy wording together.

Your policy tells **you** exactly what is and what is not covered, how **we** settle claims and other important information.

We have listed words with special meanings on pages 58 to 68.

They are printed in bold type whenever they appear in the policy.

We have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are also some general exclusions which apply to **your** policy and **we** have listed these on pages 56 to 57.

You must make sure that **you** keep **your** sums insured up to date.

Please refer to the renewal or review **schedule** for details and for information on how **we** index link **your** policy, if this applies.

Keeping **your**
sums insured
up to date

The insurance contract

This policy is a legal contract between **you** and **us**. The contract is based on the information **you** gave **us** when **you** applied for the insurance.

You must pay the premium for the **insurance period** and keep to all the conditions which are set out on pages 54 to 55.

If **you** do not meet **your** part of the contract, **we** may turn down a claim or increase the premium, or **you** may find that **you** are not covered.

We can both choose the law which will apply to this contract. This contract is governed by Manx Law if **you** live in the Isle of Man.

Tower Insurance Company Limited have produced this policy.

Authority to Renew

If we are willing to continue providing cover and we advise you beforehand of our renewal terms, you authorise us to renew this policy and any subsequent policy on expiry, in accordance with our renewal terms at that time, unless you advise us otherwise before the renewal date.

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How to make a claim

Follow the steps below.

- 1** In an emergency, **you** should take any immediate action which **you** need to protect **your** property from further damage, such as switching off the gas, electricity and water.
- 2** If the emergency situation continues or **emergency repairs** are needed, phone **us** on 0800 092 3131.

For your protection, telephone calls may be recorded and monitored.

- 3** Check **your schedule, your summary of limits** and policy wording to see if **you** are covered for the loss or damage. Read carefully any conditions that may apply and the sections in the policy headed 'What is not covered'.
- 4** Read the 'Claim conditions' on pages 52 to 53 and follow any instructions given.
- 5** Contact **us** at the address and phone number shown on **your schedule** or contact **your** insurance adviser and quote **your** policy number for advice on policy cover and how to go ahead with **your** claim.
- 6** Please do not throw away any damaged items before **we** have had a chance to inspect them.

Policy information

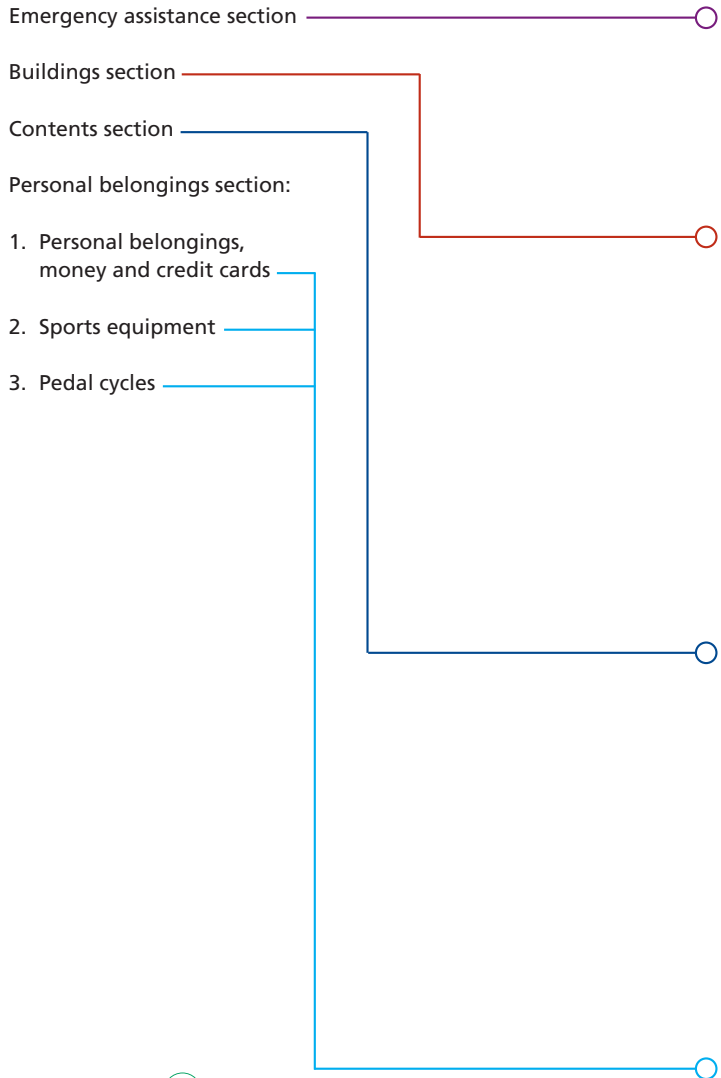
What we will do

(This will depend on the type of claim and the value involved).

- 1 We** may be able to settle the claim from the information **you** have given on **your** claim form. This is why it is important to keep receipts, valuations and photographs of more expensive items to speed up the time it takes to settle the claim.
- 2 You** may be able to start repairs straight away but **you** will need to get estimates for repairs first.
- 3 We** may need to contact **you** for more information.
- 4 We** may need to send a member of **our** claims staff or a loss adjuster to find out more about **your** claim. A loss adjuster specialises in dealing with insurance claims. He or she will report to **us**. **We** will pay any fee involved.

Our claims staff take pride in their service and will do all they can to help **you**.

Policy sections



Emergency assistance section

What is covered

What is not covered

- a** We will arrange for an experienced and competent contractor to make **emergency repairs** as long as **you** tell **us** about the emergency by using the freephone number.

- b** We will arrange for overnight accommodation for **your family** if **we** accept that **your home** cannot be lived in because of the emergency.

Emergency assistance section - Claims settlement

We will pay the cost of the **emergency repairs** and overnight accommodation.

The most **we** will pay for any one claim is the sum insured shown on **your schedule**.

Buildings section

This part of the policy sets out the cover **we** provide for the **buildings** of **your home** if this section is shown on **your schedule**.

What is covered

Buildings

Damage caused by the following.

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3 Storm or flood.
- 4 Freezing water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.

What is not covered

The **excess** shown in **your schedule**.

Damage caused by anything which happens gradually.

Damage caused by frost.
Damage caused to fences, gates and hedges.

Damage to the appliance or system which the water or oil escapes from, except where the damage is caused by freezing.

Loss or damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.

Damage caused by corrosion, rusting and wear and tear.

Policy sections

What is covered

- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.

What is not covered

- 5 Loss or damage caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let. Loss or damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.
- 6 Loss or damage caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let. Loss or damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.

Policy sections

What is covered

- 8 Subsidence or heave of the land on which the **buildings** stand, or of land belonging to the **buildings**, or landslip.

What is not covered

The subsidence, heave or landslip **excess** shown in **your schedule**.

Damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time.

Damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Damage caused by new structures bedding down or newly made-up ground settling.

Damage caused by the coast or a river bank being worn away.

Damage caused by or from **your home** being altered or repaired.

Damage caused by or from faulty workmanship, design or materials.

Loss or damage caused by chemicals reacting with any materials which the **home** is built from.

Policy sections

What is covered

- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment, their fittings or masts.
- 11 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting the **buildings**.

What is not covered

Damage caused by pets, insects or vermin.

Extra cover

The **excess** shown in **your schedule**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of this section.

- 12 **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from **your home** which **your family** is legally responsible for.

Policy sections

What is covered

13 Accidental breakage of glass, ceramic hobs if fitted, sanitary ware and solar heating panels fixed to and forming part of **your home**.

14 Cover during sale. If **you** sell **your home** and, between the date **you** exchange contracts and the date **you** complete the sale, it is damaged by anything under risks 1 to 13 of this section, **we** will provide cover for the person buying **your home** when the sale has been completed.

What is not covered

Loss or damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.

This cover does not apply if insurance on the **buildings** of the **home** has been arranged by or for the buyer.

Policy sections

What is covered

15 Short-term accommodation costs and rent.
If **your home** cannot be lived in because of damage by any of the risks 1 to 13, and 17 (if the cover is '**Accidental damage**') of this section, **we** will pay:

- the reasonable cost of similar short-term accommodation for **your family** who normally live in **your home**;
- the rent **you** would have received but have lost including up to two years' ground rent.

16 Legal fees which **you** have to pay to repossess **your home** if squatters are living in it.

What is not covered

Any costs **your family** should pay once **your home** can be lived in again.

Any costs **you** agree to pay without **our** written permission.

The most **we** will pay for any claim is the limit shown on **your summary of limits**.

Any fees **you** agree to pay without **our** written permission.

The most **we** will pay is the limit shown on **your summary of limits**.

Policy sections

What is covered

17 Accidental damage.

We provide cover under this paragraph as well as cover under **Buildings** - risks 1-16, if **your schedule** shows the cover is '**Accidental damage**'.

What is not covered

Damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row. Damage caused by anyone to whom **your home** or any part of it is lent or let.

Damage caused by wear and tear, insects, vermin, fungus, damp, or anything which happens gradually.

Damage caused by or from **your home** being altered or repaired.

Damage caused by or from faulty workmanship, design or materials.

Damage caused by or from movement, settlement or shrinkage of any part of the **buildings** or of the land belonging to the **buildings**.

Damage caused by pets.

The cost of maintenance and normal redecoration.

Loss or damage caused by chemicals reacting with any materials which the **home** is built from.

Anything under the 'What is not covered' paragraphs of risks 1 to 16 of the **buildings** section.

Policy sections

What is covered

Legal responsibilities as **owner**.

Your legal responsibility to pay damages or costs to others which are the result of :

- accidental death, disease, illness or injury to anyone; or
- **accidental damage** to property.

a We will pay up to the limit shown in **your summary of limits** for this cover for any single event that happens during any **insurance period** if **you** are the **owner** (not the **occupier**) of the **home** and its land.

What is not covered

Anything belonging to any of **your family** or anything it is responsible for.

Injury, death, disease or illness to anyone employed by any of **your family**.

Any of **your family** owning or using any lift (except stairlifts).

Any agreement or contract which adds any responsibility which **you** would not have had otherwise.

Any responsibility resulting from any of **your family's** employment, business or profession.

Injury, death, disease or illness to any of **your family**.

Any defence costs and expenses **you** pay or agree to pay without **our** written permission.

Damage, injury, death, illness or disease which happens outside any **insurance period**.

Policy sections

What is covered

b We will pay up to the limit shown in **your summary of limits** for this cover for any single event that happens during any **insurance period** and is caused by **you** having owned and lived in any home in the past, and which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

What is not covered

We will only pay if:

- at the time of the event, **you** no longer have a legal title or any other interest in that home; and
- there is no other insurance which covers **your** legal responsibility.

Policy sections

What is covered

If this policy is cancelled when **you** sell **your home**, **you** will be insured for up to 7 years under the terms of paragraph b, as long as **you** do not have this cover under another policy.

What is not covered

If something has already happened which is covered under this paragraph, but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

Policy sections

Buildings section - Claims settlement

How we settle claims under the Buildings section

As long as the damage is covered under **your** policy, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, including **fees and other costs**. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will take off an amount for wear and tear.

If your sum insured is too low

If at the time of any loss or damage the sum insured is less than the **full rebuilding cost**, **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of rebuilding, **we** will only pay 80% of **your** claim.

If repairs or replacement are not carried out

If **you** do not repair or replace the **buildings**, **we** will pay the reduction in market value of the **buildings** caused by the damage. **We** will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

Policy sections

Building regulations, local authority or legal conditions

We will not pay the cost of meeting building regulations, local authority or legal conditions if **you** knew that **you** needed to meet any regulations or conditions and a notice was served on **you** before the damage happened. **We** will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the **buildings**.

We will not pay if the value of **your buildings** is reduced because **you** have repaired or replaced the **buildings**.

Excess

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

What we will pay

The most **we** will pay for any one claim under risks 1 to 14 and 17, including **fees and other costs**, is the **buildings** sum insured shown on **your schedule**. There may be special limits shown on **your schedule**.

The sum insured on **buildings** will not be reduced after a claim is paid.

Policy sections

Trees, shrubs, plants and lawns section

This part of the policy sets out the cover for trees, shrubs, plants and lawns. It only applies if the section trees, shrubs, plants and lawns appears on **your schedule**.

What is covered

Trees, shrubs, plants and lawns

Damage caused by the following.

- 1 Fire, lightning, explosion, earthquake.
- 2 Riot, civil commotion, strike, labour or political disturbance
- 3 Malicious people or vandals
- 4 Theft or attempted theft
- 5 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting **your** trees, shrubs, plants and lawns

What is not covered

The **excess** shown in **your schedule**.

The most **we** will pay is the limit shown on **your schedule**.

Damage caused by pets, insects or vermin.

Policy sections

Trees, shrubs, plants and lawns section - Claims settlement

*How **we** settle claims under the trees, shrubs, plants and lawns section*

We will pay the cost of repairing or replacing the damaged parts of the trees, shrubs, plants or lawns.

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

The most **we** will pay for any claim under this section is the sum insured shown on **your schedule**.

Contents section

This part of the policy sets out the cover **we** provide for the **contents** in **your home** if this section is shown on **your schedule**.

What is covered

Contents in **your home**.

Loss or damage caused by the following:

- 1 Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3 Storm or flood.
- 4 Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.

What is not covered

The **excess** shown in **your schedule**.

Loss or damage caused by anything which happens gradually.

Damage to the appliance or system which the water or oil escapes from. Loss or damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

Loss or damage caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Loss or damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

Policy sections

What is covered

- 7 Theft or attempted theft.

What is not covered

Loss or damage caused by any of **your family** or domestic employees who live with **you**.

Unless force and violence are used to get into or out of **your home, we** will not pay for loss or damage caused by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Loss or damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay for any claim for loss or damage from any outbuilding is the limit shown on **your summary of limits**.

For theft of **credit cards we** will not pay for loss which results from any cardholder not following the card company's terms and conditions.

Policy sections

What is covered

- 8 Subsidence or heave of the land on which **your home** stands, or land belonging to **your home**, or landslip.

What is not covered

Loss or damage caused by new structures bedding down or newly made-up ground settling.

Loss or damage caused because solid floors have moved unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Loss or damage caused by the coast or a river bank being worn away.

Loss or damage caused by or from **your home** being demolished, altered or repaired.

Loss or damage caused by or from faulty workmanship, design or materials.

Loss or damage caused by chemicals reacting with any materials which **your home** is built from.

- 9 Falling trees or branches.

Policy sections

What is covered

- 10** Falling aerials or satellite receiving equipment, their fittings or masts.
- 11** Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting **your home** or **your contents**.

What is not covered

Loss or damage caused by pets, insects or vermin.

Extra cover

12 Contents in the garden.

Loss or damage to **contents in the garden** by any of the risks 1 to 11 of this section.

The **excess** shown in **your schedule**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of this section.

Loss or damage caused by storm, flood or frost.
The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

What is covered

13 Contents temporarily away from **your home**.

Loss or damage caused by any of the risks 1 to 11 of this section while they are temporarily:

- a** in a bank, safe deposit or occupied private house or in any other building where any of **your family** are living or carrying on any business within the **EU**; or
- b** elsewhere in the **EU**.

What is not covered

Money and **credit cards**.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

Loss or damage while the **contents** are in storage.

Loss or damage caused by storm or flood to **contents** not in a building.

The most **we** will pay for loss or damage caused to **contents** belonging to any of **your family** while they are living away from **home** at university or college is the limit shown on **your summary of limits**.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.

What is covered

14 Contents when you move **home**.

Accidental loss or damage caused while a professional removal firm is moving **your contents** by road from **your home** to another permanent home in the **British Isles**.

15 Short-term

accommodation costs.

If **your home** cannot be lived in because of loss or damage caused by any of risks 1 to 11, and 26 (if the cover is '**Accidental damage**') of this section, **we** will pay the reasonable cost of similar short-term accommodation for **your family**.

What is not covered

Loss or damage to china, glass, pottery or other items which are brittle unless they have been packed by professional packers.

Loss or damage while **your contents** are in storage or being moved to or from storage.

Loss of **money** and **credit cards**.

Loss or damage caused by damp, vermin, fungus.

Any costs **your family** would have to pay once **your home** can be lived in again.

Any costs **you** agree to pay without **our** written permission.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Policy sections

What is covered

16 Locks and keys.

If **you** lose the keys to the inside and outside doors of **your home** or to safes or alarms in **your home** or they are stolen, or there is **accidental damage** to the locks of the outside doors, safes or alarms, **we** will either pay the cost of:

- changing parts of the locks; or
- replacing the locks, if **we** choose.

17 Metered water and oil.

- a Loss of metered water in **your home** by any of risks 1 to 11 of this section.
- b The cost of oil lost from the domestic heating installation following **accidental damage** to any part of the domestic heating installation.

What is not covered

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Loss or damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Policy sections

What is covered

18 Food in a freezer in **your home**.

The cost of replacing food and of hiring another freezer temporarily if the temperature in **your** freezer goes up or down, or if the food is contaminated by refrigerant or refrigerant fumes.

19 Accidental loss or damage to satellite receiving equipment which is permanently fixed to the outside of **your home**.

20 Accidental damage to televisions, videos, audio and computer equipment and their aerials in **your home**.

What is not covered

Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to **your home**.

Loss or damage due to deliberate neglect by **your family**.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

Policy sections

What is covered

21 Accidental breakage of mirrors, plate glass tops to furniture, ceramic hobs and fixed glass in furniture in **your home**.

22 Loss or damage caused by any of the risks 1 to 11 of the **contents** section and **accidental damage to business equipment**.

23 Replacing documents.

The cost of replacing deeds, bonds, **securities** or similar private documents if they are lost or damaged by any of risks 1 to 11 of this section, while in **your home** or kept with **your** mortgage lender, bank or solicitor.

What is not covered

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown and anything which happens gradually.

Damage caused while **your house** has been **unoccupied** for more than 45 days in a row.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**. Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.

Securities or bonds which **you** can easily spend or convert into their face value.

Policy sections

What is covered

24 Christmas and wedding gifts.

We automatically increase the **contents** sum insured by the amount shown on **your summary of limits** in the following circumstances.

- a During December for Christmas gifts.
- b During the period one month before and one month after the wedding of any member of **your family**. **We** insure wedding gifts against loss or damage by any of risks 1 to 11 of this section when they are:
 - in **your home**;
 - in the building where the wedding reception is held;
 - in the new home of the bride and groom; or
 - being transported between any of the places described above.

What is not covered

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

What is covered

25 Your legal responsibility as tenant of **your home** (not the **owner** or landlord) for the following.

- a** Damage to **your home** caused by:
- storm or flood;
 - freezing water in fixed water or heating systems;
 - water escaping from washing machines, dishwashers, fixed water or fixed heating systems;
 - oil escaping from a fixed heating system;
 - riot, civil commotion, strike, labour or political disturbance;
 - malicious people or vandals;
 - theft or attempted theft;
 - falling trees or branches;
 - falling aerials or satellite receiving equipment, their fittings or masts.
- b** **Accidental damage** to drains, pipes, cables and underground tanks used to provide services to or from **your home**.
- c** Accidental breakage of glass or sanitary ware fixed to and forming part of **your home**.
- d** Damage to tenants' improvements and decorating inside the **home** and landlords' fixtures and fittings for which **your family** is responsible.

What is not covered

Damage while the **house** has been left **unoccupied** for more than 45 days in a row.
Damage caused by frost.
Damage caused by a storm or flood or falling trees or branches to fences, gates and hedges.
Theft or attempted theft by **your family**, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.
Damage by wear and tear or anything which happens gradually.
The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

What is covered

26 Accidental damage.

We provide cover under this paragraph as well as cover under **Contents - risks 1 to 25**, if **your schedule** shows the cover is **'Accidental damage'**.

What is not covered

Damage to clothing and food.

Damage to **childrens' motorcycles**.

Damage caused by anyone to whom **your home** or any part of it is lent or let.

Damage caused by wear and tear, damp, vermin, fungus, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Loss or damage while **your house** has been left **unoccupied** for more than 45 days in a row.

Damage caused by pets.

Anything under the 'What is not covered' paragraphs of risks 1 to 24 of the **contents** section.

Policy sections

What is covered

Legal responsibilities as **occupier**, in **your** personal life and as an employer to domestic employees.

The legal responsibility of any of **your family** to pay damages or costs to others which are the result of:

- accidental death, disease, illness or injury to anyone; or
- **accidental damage** to property.

We will pay up to the limit shown in **your summary of limits** for any single event that happens during any **insurance period** caused by:

- a) **you** as **occupier** of **your home** and its land;
- b) any of **your family** in their personal life; or
- c) **your family** as an employer to any of **your** domestic employees, in the **EU** or worldwide during a temporary visit.

What is not covered

Anything belonging to any of **your family** or anything it is responsible for.

Injury, death, disease or illness to any of **your family**.

Any responsibility resulting from any of **your family's** employment, business or profession.

Any of **your family** owning or using any lift, motorised vehicle (except garden machinery, stairlifts, **childrens' motorcycles** and

pedestrian-controlled vehicles used in or about the **home**), caravans, trailers, aircraft, hovercraft, jetskis or boats (except hand-propelled boats).

Any responsibility to any of **your family's** employees which **you** need compulsory insurance or security for under any road traffic law.

'What is not covered' is continued on next page.

What is covered

What is not covered

Any agreement or contract which adds any responsibility which **your family** would not have had otherwise.

Anything caused directly or indirectly from any of **your family** passing on or being treated for any disease or virus.

Any responsibility as an employer to anyone employed by any of **your family** in any business or profession. This does not include domestic employees.

Injury, death, disease, illness or damage caused by any dog **your family** owns or is legally responsible for if the dog is described in Section 1 of the Dogs Act 1990 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.

Any defence costs and expenses **you** agree to pay without **our** written permission.

Damage, injury, death, illness or disease which happens outside any **insurance period**.

'What is not covered' is continued on next page.

Policy sections

What is covered

What is not covered

Any liability arising from the ownership of land not forming part of **your home**.
Damage, injury, death, illness or disease caused by using horses for racing or steeplechasing.

If something has already happened which is covered under this paragraph but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

Contents section - Claims settlement

How we settle claims under the Contents section

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item, except for **household linen**, clothing and **pedal cycles**. **We** will take off an amount for wear and tear for these items.

If your sum insured is too low

If, when the loss or damage happens, the sum insured on **your schedule** is less than the cost of replacing all the **contents** as new (less an amount **we** take off for wear and tear on **household linen**, clothing and **pedal cycles**), **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of replacing the **contents**, **we** will only pay 80% of **your** claim.

The most we will pay

The most **we** will pay for any one claim for **contents** is the **contents** sum insured shown on **your schedule**. There are special limits shown on **your schedule**.

Excess

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

The sum insured on **contents** will not be reduced after a claim is paid.

Students' contents and pedal cycles section

This part of the policy sets out the cover **we** provide for students' **contents** and **pedal cycles** if this section is shown on **your schedule**.

What is covered

- a** Loss or damage caused by any of the risks 1 to 11 of the **contents** section to **contents** which belong to or are the legal responsibility of students in **your family** while the **contents** are temporarily:
- in a private house;
 - in any other building where any of **your family** are living or studying, while they are away from **home** at university, college or school; or
 - elsewhere in the **EU**.

What is not covered

The **excess** shown in **your schedule**

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

Sports equipment

Money and credit cards

Loss or damage when the students' **contents** are in a house or building which has been left **unoccupied** for more than 45 days in a row.

Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.

Any loss or damage outside the **EU**.

Policy sections

What is covered

- b** Accidental loss of or damage to **pedal cycles** belonging to students in **your family**, or which they are legally responsible for, while in the **EU**.

What is not covered

The **excess** shown in **your schedule**

Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official organisation confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

Loss or damage while any **pedal cycle** is being used for racing.

When the **pedal cycles** are in a building where **you** are living, loss or damage while the building has been left **unoccupied** for more than 45 days in a row.

Loss of any unattended **pedal cycle** unless it is in a building or securely locked to a permanent fixture

Students' contents and pedal cycles section - Claims settlement

If an item can be repaired economically, **we** will pay the cost of the repair. If not, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item. This does not apply to **household linen**, clothing and **pedal cycles**. **We** will take off an amount for wear and tear for these items.

We will take off the **excess** from the amount **we** pay.

The most **we** will pay for any one claim for students' **contents** and **pedal cycles** is the sum insured shown on **your schedule**.

There are special limits which apply to this section which are shown on **your schedule**.

Business use section

This part of the policy sets out the cover for business use. It only applies if the section business use appears on **your schedule**.

What is covered

- a Loss or damage caused by any of the risks 1 to 11 of the **contents** section and **accidental damage to business equipment in your home**
- b Loss or damage caused by any of the risks 1 to 11 of the **contents** section to **business stock and materials** and **business petty cash in your home**.

What is not covered

The **excess** shown in **your schedule**.
Anything under the 'What is not covered' paragraphs of risks 1 to 11 of the **contents** section.
Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Business use section - Claims settlement

The most **we** will pay for any one claim under the business use section is the limit shown on **your schedule** against **business equipment, business stock and materials** and **business petty cash**.

We will take off the **excess** from the amount **we** pay **you** to settle **your** claim.

Personal belongings section

Extra options

Pages 46 to 50 set out the extra options which **you** can take out if **you** have selected **Contents** cover. They are included if they are shown on **your schedule**.

This part of the policy sets out the cover **we** provide for **personal belongings** and **money** and **credit cards** in or away from **your home**, if this section is shown on **your schedule**.

What is covered

Personal belongings

1a Loss or damage to **personal belongings** in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

What is not covered

The **excess** shown in **your schedule**.
Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, renovation or restoration, mechanical or electrical breakdown.
Customs, or other official body confiscating **your** belongings.
Loss or damage caused by anything which happens gradually.
Loss or damage caused by pets.
When the belongings are in **your home**, loss or damage while **your house** has been left **unoccupied** for more than 45 days in a row.
The most **we** will pay if someone steals or tries to steal **your family's personal belongings** whilst in an unattended motor vehicle is the limit shown on **your summary of limits**.
Personal belongings permanently in any premises **your family** owns, leases or rents except the **house** shown on **your schedule**.

What is covered

Money

1b Loss of **money** in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

Credit cards

1c Loss because the **credit cards** have been used without the permission of any of the cardholders in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

What is not covered

The **excess** shown in **your schedule**.

Confiscation, loss of value or loss due to incorrect receipts, payments or accountancy.

When the **money** is in **your home**, loss caused while **your house** has been left **unoccupied** for more than 45 days in a row.

Loss in the value of **money**.

The **excess** shown in **your schedule**.

Illegal use by any of **your family**.

Loss which results from any cardholder not following the card company's terms and conditions.

When the **credit cards** are in **your home**, loss caused while **your house** has been left **unoccupied** for more than 45 days in a row.

Policy sections

This part of the policy sets out the cover **we** provide for **sports equipment** in or away from **your home**, if '**sports equipment**' is shown under **your Personal belongings** section.

What is covered

- 2 Accidental loss of or damage to **sports equipment** which belongs to **your family**, or which it is legally responsible for, in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

What is not covered

The **excess** shown in **your schedule**.

Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official body confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

Motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them.

Clothing other than specialised sports clothing.

Loss or damage while taking part in organised racing (other than on foot) or professional sport.

Loss or damage caused by anyone abandoning the equipment.

Loss or damage caused deliberately by anyone using the equipment.

When the property is in **your home**, loss or damage while the **house** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay if someone steals or tries to steal the **sports equipment** while in an unattended motor vehicle is the limit shown on **your summary of limits**.

Policy sections

This part of the policy sets out the cover **we** provide for **pedal cycles** in or away from **your home**, if '**pedal cycles**' is shown under **your Personal belongings** section.

What is covered

- 3 Accidental loss of or damage to **pedal cycles** belonging to **your family**, or which it is legally responsible for, in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

What is not covered

The **excess** shown in **your schedule**.

Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official organisation confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

Loss or damage while any **pedal cycle** is being used for racing.

When the **pedal cycles** are in **your home**, loss or damage while the **house** has been left **unoccupied** for more than 45 days in a row.

Loss of any unattended **pedal cycle** unless in a building or securely locked to a permanent fixture.

Personal belongings section - Claims settlement

*How **we** settle claims under the Personal belongings section*

If any item has been damaged and it can be repaired economically, **we** will pay the cost of repair.

Otherwise, **we** will replace it with a new item if **we** choose, or pay the replacement cost of a new item except for clothing.

For clothing (including specialised sports clothing) and **pedal cycles**, **we** will take off an amount for wear and tear.

Excess

We will take off the **excess** from any amount **we** pay.

*The most **we** will pay*

There are special limits which apply to this section which are shown on **your schedule**.

The most **we** will pay for any one claim is the sum insured shown on **your schedule**.

Policy information

Claim conditions

Policy conditions

Policy exclusions

Words with special meanings

Policy information

Claim conditions

These are the conditions **you** will need to keep to as **your** part of the contract.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us**, the better. In some cases, there are other people **you** should contact first.

What to do

If someone is holding any of **your family** responsible for an injury or any damage, nobody in **your family** must admit they were responsible. Tell **us** as soon as possible and give **us** full details in writing as soon as **you** can. If any of **your family** receive any writ, summons or other legal document, send it to **us** straight away without answering it.

If **you** find a **credit card** is missing, tell the credit card company immediately. Then tell **us** as soon as **you** can.

If **you** are a victim of theft, riot, vandalism, or something is lost away from **your home**, tell the police within 24 hours from discovering the loss or damage and ask for an incident number. Then tell **us** as soon as **you** can.

For any other claims, tell **us** as soon as possible.

Policy information

Rights and responsibilities

We may need to get into a building that has been damaged to save anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not leave **your** property with **us**, as **our** responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without **our** written permission. **We** will not unreasonably hold back **our** permission.

We have the right, at **our** expense and in **your** name to:

- take over the defence or settlement of any claim;
- start legal action in **your** name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must give **us**, and pay for, all the information **we** reasonably ask for about any claim. **You** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

Policy information

Policy conditions

These are the other conditions **you** must keep to as **your** part of the contract.

Taking care

Your family must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. **Your family** must keep all the property in good condition and in good repair.

*Changes in **your** circumstances*

When **you** arranged **your** insurance **you** told **us** certain material facts.

You must tell **us** or **your** insurance adviser straight away about any of the following changes.

- A permanent change of address.
- If someone lives in **your home** other than **you** or **your family**.
- If the **home** is used for any business or professional purposes.
- If **your home** is **unoccupied** for more than 60 days in a year.
- If the **home** is not in a good state of repair.
- Work on the **home** other than routine maintenance or decoration.
- If **you** or any member of **your family**, or directors where **you** are a limited company, are convicted of any offence other than driving offences.
- Any change in the sum insured.

If **you** do not tell **us** about any changes in these facts, **you** may not be covered in the event of a claim or **your** cover may be affected.

*Transferring **your** interest in the policy*

You cannot transfer **your** interest in the policy to anyone else unless **you** get **our** written permission.

Policy information

Canceling the policy

You may cancel this policy by giving **us** 14 days' written notice. If **you** cancel the policy, **we** will refund part of **your** premium for the rest of the current **insurance period**. **We** will only do this if **you** have not claimed during the **insurance period**.

If **you** cancel the policy within the first 30 days, as long as **you** have not made a claim, **we** will refund all the premium **you** paid.

We may cancel this policy by giving **you** 14 days' notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium **you** paid for the rest of the current **insurance period**. **We** will only do this if **you** have not claimed during the **insurance period**.

Canceling the monthly premium instalment agreement

Your policy has a normal **insurance period** of twelve months so **your** legal contract with **us** is for this period. **We** may have agreed to **you** paying **your** premium in monthly instalments.

If **you** miss a monthly premium, **we** will send **you** a notice asking **you** to pay the premium **you** have missed. If **you** do not pay the premiums **you** have missed by the date given in the notice, **we** will cancel all the cover under **your** policy.

If **you** want to cancel the credit agreement but not **your** policy, **you** must write to **us** at the address given on **your schedule**. **We** will then send **you** a reply telling **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given in **our** reply to **you**, then **we** will cancel all cover under **your** policy.

If **you** want to cancel the monthly premium instalment agreement, **you** should also tell **your** bank, building society or Girobank to cancel **your** direct debit arrangement.

Fraud

If any claim is fraudulent or if **your family** or anyone acting for **your family** is dishonest in claiming any benefit under **your** policy, **you** will lose all benefits under **your** policy.

Also read the conditions in the section 'Claim conditions'.

Policy exclusions

These are the exclusions which apply to all the sections of **your** policy.

Radioactive contamination

Any claim or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

War risks

Any loss or damage caused by any sort of war, invasion or revolution.

Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

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 during any **insurance period**.

Rot

Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other risk included in this insurance.

Policy information

Matching items

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

Existing and deliberate damage

We will not pay for any loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by **your family**.

Date change and computer viruses

This insurance does not cover direct or indirect liability, loss or damage caused:

- to **equipment** by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; and
- by **computer viruses**.

Terrorism

This insurance does not cover 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 purpose 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 government(s) or put any section of the public in fear.

Words with special meanings

Any word defined below will have the same meaning wherever it is shown in **your** policy in bold print.

Word

Meaning

Accidental damage

Visible damage which has not been caused on purpose.

British Isles

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

Buildings

The **home**, its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, drives, swimming pools, tennis courts, walls, fences, gates and hedges, including landlord's fixtures and fittings, all on the same site and all used for domestic purposes or for clerical business work only.

Buildings does not include the following:

- aerials, satellite receiving equipment, their fittings or masts.

Policy information

Word

Business equipment

Meaning

Furniture, office machines, equipment and stationery used for business purposes which belong to, or are the legal responsibility of, **your family** and which **you** keep in **your home**. All of these items must be connected to a business **you** run from **your home**.

Business materials

Raw goods **you** keep in the **home** and use for making finished products which **you** sell or supply as part of the business **you** run from **your home**.

Business petty cash

Current bank notes and coins **you** keep in the **home** for the business **you** run from **your home**.

Business stock

Finished goods **you** sell or supply that **you** keep at **home**. These goods must be connected to the business **you** run from **your home**.

Children's motorcycle

Any motorcycle with a 50cc or less engine which has not been registered to use on a public road.

Computer viruses

Any program or software which prevents any operating system, computer program or software working properly or working at all.

Policy information

Word

Contents

Meaning

Household goods, **valuables**, **household linen**, aerials and satellite receiving equipment, **personal belongings**, **sports equipment** and **pedal cycles** in **your home** owned by any of **your family** or domestic employees who live with **you**, or for which they are legally responsible, including personal **money**, **credit cards** and visitor's **personal belongings** not otherwise insured (up to the limits shown on **your summary of limits**).

Contents does not include the following:

- motorised vehicles (other than garden machinery, **childrens' motorcycles** and pedestrian-controlled vehicles), caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them (other than entertainment equipment **you** can take with **you** when **you** leave **your** vehicle);
- landlord's fixtures and fittings which **you** are responsible for;
- animals;
- plants, shrubs and trees in the garden;
- anything **your family** use for any trade or business purposes, except where **we** give special cover for **business equipment** under risk 22, or where the Business Use section is shown on **your schedule**;
- any items for which special insurance cover has been arranged by any of **your family**;
- garden ornaments and fountains which are fitted into the ground.

Policy information

Word

Contents in the garden

Credit cards

Emergency repairs

Endorsement

Meaning

Contents in the open on land belonging to **your home**.

Credit, debit, charge, cheque, bankers, or cash dispenser cards all issued in the **British Isles** which belong to any of **your family**.

Credit cards cover does not include the following:

- **Credit cards** held for trade or business purposes.

Any necessary temporary or permanent work to protect **your buildings** or **your contents** following a sudden or unexpected event which creates the risk of damage or a possible risk to the health of **your family** or any other person.

A change **we** or **our** agent make in writing to the policy.

Policy information

Word

Meaning

Equipment

Computers and anything else insured by the policy which has a microchip in it. Microchips include integrated circuits and microcontrollers. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

EU

The **British Isles** and any country which is a member of the European Union.

Excess

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

Fees and other costs

Architects', surveyors' and legal fees, the cost of demolition, shoring up, propping up and taking away any damaged parts of the **buildings**, which **you** have to pay to repair or replace the **buildings**.

Fees and other costs does not include;

- those which **you** have to pay to make a claim; and
- those which **you** agree to pay without **our** permission.

Policy information

Word

Meaning

Full rebuilding cost

The cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new. This includes **fees and other costs** and the cost of meeting Local Authority and other legal requirements.

Home

Your house, its garages, greenhouses and outbuildings, as long as **your family** does not use any of them for trade or business, except clerical business work only.

House

Where **your family** lives at the address shown on **your schedule**.

Household linen

Towels, bed and table linen.

Insurance period

Your policy runs for 12 months from the start date shown on **your schedule**. It also includes any further period which **you** pay for, and for which **we** accept **your** premium.

Policy information

Word

Money

Meaning

Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, postal and money orders, premium bonds, luncheon vouchers, phone cards, season travel tickets and gift tokens.

Money does not include the following:

- **Money** held for trade or business purposes;
- Promotional vouchers, Air Miles vouchers, store points, lottery tickets, scratchcards and raffle tickets.

Occupier

Someone who lives in the **home** with the **owner's** permission or has legal control over the **home**.

Policy information

Word

Our, us, we

Meaning

Tower Insurance Company Limited.

Owner

Someone who legally owns the **home**.

Partner

A person who **you** live with and have had a continuous relationship with.

Pedal cycle

Any bicycle which is not motorised and which **your family** owns or is legally responsible for.

Policy information

Word

Personal belongings

Meaning

Personal items any of **your family** own or for which they are legally responsible.

Personal belongings does not include the following:

- motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them (other than entertainment equipment **you** can take with **you** when **you** leave **your** vehicle);
- animals;
- **securities;**
- household goods and domestic equipment;
- property used for any trade or business purposes;
- china, glass and pottery;
- contact lenses;
- **pedal cycles;**
- **money** and **credit cards;**
- **sports equipment;**
- satellite-receiving equipment fixed to the outside of **your home;**
- any items for which special insurance cover has been arranged by any of **your family**.

Policy information

Word

Meaning

Schedule

New policy, **endorsement**, renewal or review notice.

Securities

Any document or certificate which is proof of **money** owed to any of **your family**.

Sports equipment

Any items **you** use to take part in a sporting activity including specialised sports clothing.

Sports equipment does not include the following:

- Motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them.
- **Pedal cycles.**
- **Money** and **credit cards.**

Policy information

Word

Summary of limits

Meaning

A list of the limits which apply to the policy.

Unfurnished

When **your house** is not furnished with enough furniture for **your family** to live in it normally.

Unoccupied

When **your house** is not lived in by **your family** or by anyone who has **your** permission.

Valuables

Jewellery, watches, clocks, articles of precious metal, pictures and furs.

You, your

The person or people named as policyholder on **your schedule**.

Your family

You, your husband, wife, **partner**, children (including adopted and foster children), parents and relatives, who all normally live with **you**.

Legal expenses

Glossary of legal terms

Words with special meanings

Policy section

Policy exclusions

Policy conditions

Claims settlement

Legal expenses section

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **your family**, if this section is shown on **your schedule**.

The following is a glossary of some legal terms we have used in this section.

Word

Arbitration

Meaning

A meeting held in private to settle a dispute about the policy. This is less formal than a **court** hearing.

Disbursements

Money that **your** solicitor has spent on **your** behalf in dealing with **your** case. These amounts are different from **your** solicitor's own fees and will be shown as a separate item on **your** solicitor's bill.

Expert witness

A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in **court**.

Words with special meanings

Words with special meanings are printed in **bold** and will have the meanings shown for those words (as set out on pages 58 to 68). However the words that are set out below have meanings that only apply to this section of the policy.

Word

Meaning

Any one claim

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

Court

A court, tribunal or other appropriate authority

Full enquiry

Action taken by the The Treasury, Income Tax Division' following a Notice issued under Section 105D of the Income Tax Act 1970, Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of **your** tax affairs in detail.

Goods

Items **you** own or for which **you** are legally responsible, except motorised vehicles or parts of them, land, buildings, or items used for business purposes.

*Policy sections***Word****Meaning****Insurer**

Tower Insurance Company Limited

Legal expenses

Your representative's fees, costs and **disbursements** which **we** have agreed or the costs of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes costs following an 'out-of-**court**' settlement to which **we** have agreed. This does not include any damages, fines or penalties **you** have to pay.

Legal proceedingsLegal action in a civil **court** to protect **your** rights in a dispute.**Representative**The advocate or other suitably-qualified person appointed to act for **you**.

Policy sections

Word

Meaning

Territorial limits

The British Isles, All other countries in the European Union, Croatia, Iceland, Liechtenstein, Norway, Switzerland, Monaco, Morocco, Israel, Egypt, Gibraltar, San Marino, Vatican City and islands in the Mediterranean.

We, us, our

FirstAssist Group Insurance Services, Customer Services Department, Legal Expenses Division, FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU.

FirstAssist are a third party provider approved by Tower Insurance Company Limited.

You, your

The person or people included within the meaning of **you, your** on page 68, and the members of **your family** as explained on page 68.

Policy sections

What is covered

We provide the following cover for **legal expenses** up to the sum insured shown on **your schedule** in total for **any one claim**. The cause of the action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**. **You** must have told **us** about the claim within six months of the cause of action arising. **We** must have given **our** agreement to support **your** claim.

A Personal injury

The cost of **you** taking **legal proceedings** against another person or organisation as a result of an event which causes **your** death, or bodily injury.

What is not covered

Anything which is excluded on pages 81 to 82 of this section and the policy exclusions on pages 56 to 57

Defending civil **legal proceedings** that are connected with:

- death, disease or illness of or bodily injury to anyone ;
- or
- loss or destruction of, or damage to any property.

(This includes property which cannot be used because of the loss, destruction or damage).

What is covered

B Consumer protection

- 1 The cost of **your** taking **legal proceedings** against another person or organisation as a result of:
 - a a dispute over a contract for buying, selling or renting **goods** or services;
 - b a person or organisation breaking the requirements of Part II, section 13 of the Data Protection Act 2002; and where breaking those requirements results in **your** losing money.

What is not covered

Any claim to do with a motor vehicle, its parts or accessories (except a claim against another person or organisation for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle).

Any claim where the amount in dispute is less than £250.

Anything which is excluded on pages 81 to 82 of this policy.

Any dispute over a contract which arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.

Any matter connected with a money-making activity.

Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. (This does not apply to common home-improvements such as

Policy sections

What is covered

- 2 The cost of defending a legal action brought against **you** as a result of a dispute over a contract for buying, selling or renting **goods** or services.

What is not covered

installing double-glazing or replacing kitchens or bathrooms.)
Any dispute connected with letting, subletting, or allowing another person to live in **your home**.
Anything to do with a motor vehicle, its parts or accessories.
Any claim where the amount in dispute is less than £250.

C Residential

- 1 The cost of **your** taking **legal proceedings** against another person or organisation as a result of:
 - a a person or organisation interfering with **your** legal rights relating to **your home**, (**you** must be legally entitled to live in the **home**);
 - b a dispute over a contract in **your** name to buy or sell **your home** or former **home** or to rent **your home** as a tenant; or

Anything which is excluded on pages 81 to 82 of this policy.

An event which happens less than 90 days after the insurance first started.
Any **legal proceedings** over loss or damage covered under a more specific insurance policy.
Anything to do with building, converting, extending, altering, renovating or demolishing **your home**.
(This does not apply to

Policy sections

What is covered

- c an event which causes loss of or damage to **your home**.
- 2 the cost of defending legal action brought against **you** as a result of:
 - a **you** allegedly interfering with another person's legal rights in connection with **you** owning or living in **your home**. **You** must be legally entitled to live in the **home**.
 - b a dispute over a contract in **your** name to buy or sell **your home** or former **home** or to rent **your home** as a tenant.

D Employment

- 1 The cost of **you** taking **legal proceedings** against **your** employer over **your** contract of employment. As soon as **you** knew of the dispute **you** must have taken and followed legal advice from **us**. **You** must agree to be represented by **our** employment consultants. **You** may also use any

What is not covered

common home-improvements such as installing double-glazing, replacement kitchens or bathrooms). Any dispute about letting, subletting or allowing another person to live in **your home**.

Legal proceedings between **you** and a government department or a local authority, unless **you** could lose money if **your** case is not successful. Any matter connected with a money-making activity.

Anything which is excluded on pages 81 to 82 of this policy.

A dispute with **your** employer or legal action brought against **you** less than 90 days after the insurance first started. Any matter connected with a money-making activity other than a dispute with **your**

Policy sections

What is covered

- other **representative we** allow.
- 2 the cost of defending legal action brought against **you** in the **territorial limits** as a result of a prosecution which results from **your** normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, Employment Act 1991, Employment (Sex Discrimination) Act 2000, Disability Discrimination Act 2006, Protection from Harassment Act 2000 & Data Protection Act 2002.

What is not covered

employer over **your** contract of employment.
Defending any motoring prosecutions.
Defending civil **legal proceedings** that are connected with **your** duties as a member of a profession or **your** duties as a director or officer of any company.

What is covered

E Tax

The cost of **your representative** acting for **you** in a **full enquiry** by the The Treasury, Income Tax Division into **your** income and records to decide how much tax **you** may have to pay under Section 1 & Section 2 of the Income Tax Act 1970 or under the following sections of the Taxes act 1988.

- 1 Section 19, Schedule E of the Taxes Act 1988 on:
 - **your** wages or salary; and
 - **your** pension.

- 2 Section 18, Schedule D of the Taxes Act 1988 where it relates to income **you** have received on:
 - investments in the UK; and
 - investments overseas; in securities listed on a recognised national or international stock exchange. This cannot be **your** main source of income.

What is not covered

Anything which is excluded on pages 81 to 82 of this policy.

Any tax, interest or penalties **you** may have to pay to the The Treasury, Income Tax Division.

Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation.

Anything to do with a tax return which **you** sent to the The Treasury, Income Tax Division and which arrived after the legal deadline.

An enquiry by the The Treasury, Income Tax Division which is only concerned with one or more specific areas of **your** tax return and which is not considered by the The Treasury, Income Tax Division to be a **full enquiry**.

Any change in an The Treasury, Income Tax Division investigation or enquiry when it becomes clear that they suspect serious fraud.

Any income **you** have earned as a self-employed person.

'What is not covered' is continued on next page.

Policy sections

What is covered

What is not covered

Any matter connected with a money-making activity (other than **your** contract of employment or a normal private investment) or personal liability including:

- **your** business, trade or profession;
- a personal venture for gain;
- a share in a partnership or a joint venture for gain;
- an investment which is not listed on a recognised national or international stock exchange; or
- a personal guarantee or indemnity.

Any money which the **insurer** has already paid if **you** later withdraw, without **our** agreement, from the defence of a **full enquiry** by the The Treasury, Income Tax Division.

Any money which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the The Treasury, Income Tax Division

Legal expenses exclusions

These exclusions apply to all of the legal expenses section of this policy. **You** should also read the policy exclusions which are on pages 56 to 57 of **your** wording.

- 1 Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
- 2 Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
- 3 An event which **you** report to **us** more than six months after it happened.
- 4 **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.
- 5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
- 6 Any **legal expenses you** could claim under any other insurance.
- 7 Any **legal proceedings** over loss or damage covered under a specific insurance policy.
- 8 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

Policy sections

- 9 Defending civil **legal proceedings** that are connected with:
- death, disease or illness of or bodily injury to anyone;
 - **your** duties as a member of a profession or **your** duties as a director or officer of any company;
 - the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.)
- 10 Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)
- 11 Any **legal proceedings** between **you** and **your** husband, wife or **partner**, or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.
- 12 Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
- 13 Any dispute with **us** or the **insurer** that is not dealt with under the arbitration condition on page 83.
- 14 Any direct or indirect liability, loss or damage caused:
- to **equipment** because it fails correctly to recognise the date change to year 2000 or any other date in a way that it does not work properly or at all; or
 - by **computer viruses**.
- This does not apply to **legal expenses** connected with claiming compensation following **your** death or bodily injury.

Legal expenses conditions

Pages 54 to 55 set out the policy conditions that **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

1 Preventing **legal proceedings**

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible.

2 Arbitration

If there is a dispute between **you** and **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover these costs.

You can still use the complaints procedure shown on the back page.

Legal expenses section - Claims settlement conditions

These conditions apply when **you** make a **legal expenses** claim. **You** must keep to these conditions as **your** part of the **legal expenses** contract.

1 *Telling **us** about the claim*

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible by filling in a claim form. **You** must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may need. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**. The **insurer** will not cover **legal expenses** involved in **your representatives** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within six months of the cause of action arising.

2 *Giving **our** agreement*

We will agree if all of the following apply.

- **We** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- The **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**.
- The **legal proceedings** will be dealt with by a **court** within the **territorial limits**.
- **You** have kept to the terms and conditions of the policy and none of the exclusions listed on pages 81 and 82 of this section and pages 56 and 57 of the policy exclusions apply to **your** claim.

If **we** do not accept **your** claim, **we** will tell **you** why.

Policy sections

If, during the claim, **we** think that there is no longer a reasonable chance of **you** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your** claim, **we** will tell **you** why.

3 *Choosing a representative*

In the period before **we** can agree that **legal proceedings** are necessary, or in the circumstances set out in claims settlement condition 8 on page 88, **we** may take on and carry out in **your** name, any negotiations for **you**. **You** must agree to a settlement which is reasonable.

If **we** agree that **legal proceedings** are necessary, but **we** are not able or **you** do not want **us** to act for **you**, **we** will agree with **you** on a **representative** to act for **you**. **We** will suggest a shortlist of **representatives** who will be willing and able to act for **you**. **You** can choose a **representative** from this shortlist. If **you** prefer not to use a **representative** from this list, **we** will consider **your** choice. **You** will need to satisfy us that **your** chosen **representative** has the necessary expertise to deal with **your legal proceedings**. **You** must also confirm that he or she will not charge more than a **representative** on the list. However, **you** can pay the difference between **your** chosen **representative's** fees and those of a **representative** on the shortlist. In some circumstances, **we** may not accept the **representative** **you** have suggested, but **we** will explain why. If **we** cannot agree on **your representative**, **you** can take the matter to an independent arbitrator. This process is set out on page 83. Any **representative** **you** choose is appointed to act for **you**.

Policy sections

If **we** and **you** cannot agree whether **legal proceedings** are necessary, **you** can take the matter to an independent arbitrator. This process is set out on page 83.

4 *Rights and responsibilities*

You must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without getting **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

You must send **us** all bills for the **representative's legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

You and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the **insurer** has paid or has been asked to pay.

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered. The **insurer** and **you** will each receive the same percentage as originally paid.

5 *Information your representative will need from you.*

You must give **your representative** all the information and help he or she may need. This will include a truthful account of the facts of **your** case and any paperwork to do with **your** case.

Policy sections

6 *What you and your representative must do for us*

We must be able to contact **your representative**. **You** and **your representative** must co-operate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files. This includes the truthful account of the facts of your case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or expert witness, **we** will agree if **we** think it is reasonable. **You** must give **us** the name of the barrister or expert witness, and the reasons why **you** need one.

7 *Appealing against a court's decision*

If **you** want to appeal against a **court's** decision, **you** must give **us your** reasons for bringing the appeal. **We** will give **you our** agreement if all of the following apply.

- **You** must tell **us** that **you** want to appeal as soon as **your** right of appeal arises. This is because strict time limits may apply.
- The appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 on page 84.
- **Your** appeal meets the requirements of claims settlement condition 2 in the same way as **your** initial claim for **legal expenses**.

Policy sections

8 What action **we** may take

We may take over, in **your** name, all legal action in any of the following circumstances.

- If the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the small claims court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** or barrister in time.
- If **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the **court** to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974, Solicitors Remuneration Order 1972 or the Advocates Act 1976.

If **you** withdraw from defending a **full enquiry** by the The Treasury, Income Tax Division without **our** agreement, **we** will be entitled to recover from **you** any amounts the **insurer** paid during the defence.