



# PREFERRED CHOICE

Home insurance policy



**Policy Number**

Please enter your policy number above

When you call the helplines below please quote the following number: 70446

Legal Advice: 0844 725 4450

Counselling: 0844 725 4450

Medical Help: 0844 725 4450

PFS01057

November 2010

Helplines available 24 hours a day, 365 days a year

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## About your policy

Your policy is made up of the following:

Your policy wording, which tells **you** exactly what is and what is not covered, how **we** will pay **your** claim and other important information.

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 Summary of limits, which shows any special limits applying to the cover:

**You** should read the policy wording, schedule and Summary of limits together.

**We** have listed words with special meanings on pages 5 to 6. 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 page 30.

## 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.

**We** will provide cover for the sections of the policy shown on the schedule for the **period of insurance**. **You** must pay the premium for the **period of insurance** and keep to all the conditions, which are set out on pages 28 to 29.

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.

Under the Laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law applicable to this contract, to the extent permitted by those Laws. Unless **we** and **you** agree otherwise, **we** and **you** have agreed that this contract will be governed by law that applies to the part of the United Kingdom, the Channel Islands or the Isle of Man 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, the Channel Islands or the Isle of Man in which **you** live.

This policy has been issued by Tower Insurance Company Ltd in the Isle of Man.

## Definitions

This part of the policy sets out the words that have a special meaning. Each word is listed with the meaning explained beside it and is printed in **bold** type whenever it appears in the policy.

<b>Word</b>	<b>Meaning</b>
<b>Buildings</b>	<p>The <b>home</b>, its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, drives, swimming pools, tennis courts, walls, fences, gates, hedges, and drains, pipes, cables and underground tanks which <b>your family</b> are legally responsible for, including fixtures and fittings, all on the same site and all used for domestic purposes or for clerical business work only.</p> <p><b>Buildings</b> does not include the following:</p> <ul style="list-style-type: none"> <li>• aerials, satellite receiving equipment, their fittings and masts</li> </ul>
<b>Business property</b>	<p>Computers, telecommunication and office equipment, office furniture and stationery, business materials used for clerical purposes only and stock which <b>you</b> sell or supply as part of a business <b>you</b> run from <b>your home</b>, owned by <b>your family</b> or <b>your family's</b> legal responsibility under contract.</p>
<b>Contents</b>	<p>Household goods including antiques, personal property, <b>business property</b>, <b>money</b>, all owned by <b>you</b> or any of <b>your family</b> or domestic employees who live with <b>you</b>. Visitors' personal effects not otherwise insured in <b>your home</b>. Fixtures and fittings which <b>your family</b> are responsible for including aerials.</p> <p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"> <li>• <b>Contents</b> permanently kept at another <b>home</b> not listed on the schedule other than <b>contents</b> in a newly acquired main <b>home</b> in the United Kingdom provided <b>you</b> notify <b>us</b> of the new address within 60 days of <b>you</b> beginning to move the <b>contents</b>.</li> <li>• Anything used for any trade, professional or business purposes other than <b>business property</b>.</li> <li>• <b>Contents</b> being moved by sea.</li> <li>• Trees, shrubs, plants or lawns.</li> <li>• Animals.</li> <li>• Motor vehicles and children's motor vehicles whether licenced for road use or not (other than children's motorbikes with an engine capacity of 50cc or less, domestic garden machinery, motorised or electric wheelchairs) aircraft, trains and boats (other than models), gliders, hang gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed.</li> <li>• Items that are more specifically insured.</li> </ul>
<b>Credit cards</b>	<p>Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles, belonging to <b>you</b> or any member of <b>your family</b>.</p>
<b>Digital downloads</b>	<p>Non recoverable electronic data, legally downloaded by <b>your family</b> from a legitimate website.</p>
<b>Emergency repairs</b>	<p>Any necessary temporary or permanent work to protect <b>your home</b> or <b>your contents</b> following a sudden or an unexpected event which creates the risk of damage or a possible risk to the health of <b>your family</b> or any other person.</p>
<b>Excess</b>	<p>The first part of any claim which <b>you</b> must pay.</p>
<b>Fees and other costs</b>	<p>Architects, engineers, surveyors and legal fees necessarily incurred to repair or rebuild the <b>home</b>, which <b>we</b> have agreed to. <b>Fees and other costs</b> do not include fees incurred in preparing or furthering any claim under this policy.</p>
<b>Heave</b>	<p>Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by swelling of the ground.</p>

<b>Word</b>	<b>Meaning</b>
<b>Home</b>	The house or flat at the address shown on <b>your</b> schedule, its garages, greenhouses and outbuildings, at the same address, all used for domestic and clerical business purposes.
<b>Identity fraud</b>	Someone using a means of identifying <b>you</b> or <b>your family</b> for an unlawful purpose without <b>your</b> or <b>your family's</b> consent.
<b>Items of precious metal</b>	Tableware, trays, trophies, and similar household articles (but not including jewellery) made of sterling silver, gold, platinum or plated by precious metal.
<b>Money</b>	<p>Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and money orders, phone cards or vouchers, travellers cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, owned by <b>your family</b> or <b>your family's</b> responsibility under contract.</p> <p>Including <b>money</b> in connection with <b>your</b> business</p> <p><b>Money</b> does not include:</p> <ul style="list-style-type: none"><li>• Promotional vouchers, Air Miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards and raffle tickets and stamps that are part of a stamp collection</li></ul>
<b>Period of insurance</b>	The period shown on <b>your</b> schedule or any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or have agreed to accept <b>your</b> premium.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the buildings themselves.
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.
<b>Unoccupied</b>	When <b>your home</b> has not been lived in by <b>your family</b> or by anyone who has <b>your</b> permission, for more than 60 days in a row. Lived in means slept in frequently.
<b>Valuables</b>	Jewellery and watches, items in the bank, pictures, paintings, etchings and <b>items of precious metal</b> .
<b>We/us/our</b>	Tower Insurance Company Limited.
<b>You/your</b>	The person named as policyholder on <b>your</b> schedule
<b>Your family</b>	<p><b>You</b> or any of the following people providing they normally live with <b>you</b> –</p> <ul style="list-style-type: none"><li>• <b>Your</b> husband, wife or partner</li><li>• Children (including foster children)</li><li>• <b>Your</b> relatives</li><li>• <b>Your</b> domestic employees</li></ul>

## 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. Check **your** schedule, **your** Summary of limits and **your** 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'.
3. Read the 'Claim Conditions' on page 29 and follow any instructions given.
4. Call **our** claims team on 01624 645900 or contact **your** insurance adviser. Please have **your** policy number handy when **you** call. Whilst most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information, and/or **we** may wish to arrange a visit and inspection.
5. Please do not throw away any damaged items before **we** have had a chance to inspect them.

## What we will do

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

1. On notification of **your** claim, **we** may be able to settle the claim from the information **you** have given over the telephone or 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, subject to **our** approval, 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, loss adjuster or other specialist 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**.

## Claims notification

Conditions that apply to the policy and in the event of a claim are set out in this policy booklet. It is important **you** and **your family** 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 this policy document.

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, professional valuations 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.

## Helplines

**We** use carefully selected suppliers to provide the following additional services. These services are free and **you** can use them while **you** have insurance with **us**.

### Helpline services **we** arrange for **you**

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

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

**Legal Advice:** 0844 725 4450 Quoting Number 70446  
**We** provide help with any personal legal problems, including tax.

**Counselling Services:** 0844 725 4450 Quoting Number 70446  
If **you** have any problems at home or at work, **our** qualified professional counsellors are there to help.

**Medical Help:** 0844 725 4450 Quoting Number 70446  
**You** can talk about any medical concerns with **our** in-house medical experts who are supported by the latest computerised clinical databases.

# Home Emergency Assistance

## **What is covered**

**We** will pay the cost of the emergency repairs and 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 £500

## **What is not covered**

## Buildings

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

Damage to **your buildings** unless more specifically mentioned in 'Extra Covers'.

### What is not covered

The following exclusions apply to all of **your** cover under this section.

- The **excess** shown on **your** schedule, unless stated otherwise.
- The **subsidence, heave** or landslip **excess** shown on **your** schedule.
- Damage caused by:
  - malicious people or vandals;
  - 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;
  - theft or attempted theftwhile **your home** has been left **unfurnished** or **unoccupied**.
- Damage by storm or flood to fences and gates.
- Damage by **subsidence, heave** or landslip:
  - 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;
  - to solid floors, or damage caused because solid floors have moved, unless the foundations of **your home** are damaged by the same cause and at the same time
  - caused by new structures bedding down or newly made up ground settling
  - caused by the coast or a river bank being worn away
  - caused by or from **your home** being altered or repaired
  - loss or damage caused by chemicals reacting with any materials which the **home** is built from
- Loss or damage caused by:
  - malicious persons or vandals
  - theft or attempted theft

if the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.

## What is covered

### Extra Covers

In addition to covering damage to **your home**, **we** also provide the following covers. These are in addition to the sum insured for **your buildings**.

### Additional Living Expenses

#### a Alternative accommodation

If **your home** is made uninhabitable as a result of damage by an insured clause under this section, **we** will pay the reasonable and necessary costs of similar accommodation for **your family** and any domestic pets living with **you**, for up to 2 years from the date the property becomes uninhabitable.

If **your** schedule shows a **Contents** section applies, **we** will pay Alternative accommodation costs under either the **Buildings** or **Contents** section, whichever has the greater sum insured. **We** will not give the benefit of cover under both sections.

#### b Loss of rent

If a part of **your home** which **you** rent to others is made uninhabitable by an insured cause under this section, **we** will pay the rent **you** would have received, including up to 2 years ground rent from the date the property becomes uninhabitable, until it can be lived in again.

**We** will not deduct an **excess** from this Extra cover.

### Legal fees for removal of squatters

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

The most **we** will pay for any one claim is shown in the Summary of limits.

### New fixtures and fittings

**We** will pay for loss or damage to new fixtures and fittings (including fitted furniture and appliances) whilst in the **home** for installation or, in the course of installation.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Trace and access

**We** will pay the cost of removing and replacing any part of the **buildings** necessary to repair a household heating or water system, which has caused an escape of water or oil.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Trees, shrubs, plants and lawns

If trees, shrubs, plants and lawns on the land of **your home** are damaged by

- fire, lightning, explosion, earthquake
- riot, civil commotion, strike, labour or political disturbance
- malicious people or vandals
- theft or attempted theft
- collision involving vehicles, trains, animals, aircraft or aerial devices or anything dropped from them

**we** will pay to reinstate the garden and replace damaged plants. The most **we** will pay for any one tree, shrub or plant is £500.

The most **we** will pay for any one claim is shown in the Summary of limits or on **your** schedule.

## 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.

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

- Loss or damage to any item left in the open.
- Any loss or damage occurring where there is a contractual requirement for specific insurance to be effected or; where the contractor is required to be a joint policyholder or; if the installation requires any structural alterations to the **buildings**.

## Legal liability

### What is covered

- a** The legal liability of **your family** as owner of **your buildings** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:
- accidental death, disease, illness or accidental physical injury to anyone;
  - accidental damage to physical property

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

- b** Legal liabilities which result from the ownership of any **home** previously occupied by **you** and insured by **us** and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as long as **you** do not have this cover under another policy.

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

### What is not covered

- Anything owned by or the legal responsibility of **your family**.
- Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).
- Injury or damage arising out of the employment, trade, profession or business of any of **your family**.
- Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.
- Liability arising from the Party Wall Act 1996.
- Liability covered by any other policy.
- Any **home** previously owned and occupied by **you** in which **you** still hold legal title or have an interest.
- Any incident which happens more than 7 years after the last day of the last **period of insurance** in respect of any **home** previously insured by **us** and owned and occupied by **you**.

## How we will pay your Buildings claim

### Excess

The **excess** shown on the schedule applies to each claim.

### Payment basis

The most **we** will pay for any one claim for **buildings** including **fees and other costs**, is the **buildings** sum insured shown on **your** schedule.

If there is partial damage to the **building** requiring it to be repaired, **we** will pay the cost of repair up to the **buildings** sum insured shown in the schedule

**We** will pay the reasonable cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed **fees and other costs**.

**We** will not pay for loss of value resulting from repairs to **your buildings**.

At **our** option **we** will make a cash settlement but **we** will not pay more than it would have cost **us** to repair the damage to **your buildings** if the repair work had been carried out without delay.

No allowance will be made for VAT when a cash settlement is made.

If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including **fees and other costs**, **we** will pay the cost of repairing or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.

All building repairs carried out by **our** preferred suppliers and insured under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

### Inflation protection

The sum insured shown on **your** schedule will be adjusted in line with a recognised index. No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the loss or damage represents the full rebuilding cost and **you** ensure that the work is carried out without undue delay.

For **your** protection, **we** will not reduce **your** sum insured if the index moves down unless **you** ask **us** to.

### Sale of the home

If **you** enter into a contract to sell **your** interest in any **home** insured by this policy and, between the exchange of contracts and completion of the sale the **home** is damaged by any insured cause, the purchaser shall be entitled to the benefit from this insurance for such loss or damage when the sale is completed, provided the **home** is not otherwise insured by or on the purchaser's behalf.

## Contents and Valuables

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

### What is covered

Loss or damage to **your contents** and **valuables** anywhere in the world unless more specifically mentioned in 'Extra Covers.'

### What is not covered

The following exclusions apply to all of **your** cover under this section.

- The **excess** shown on **your** schedule, unless stated otherwise.
- Loss or damage caused by:
  - malicious persons or vandals
  - theft or attempted theft

if the loss or damage is caused by any of **your family**, by anyone who is living with **you** or by anyone to whom **your home** is lent or let.

- Loss or damage caused by:
  - malicious people or vandals
  - water escaping from washing machines, dishwashers, fixed water or fixed heating systems
  - oil escaping from a fixed heating system
  - theft or attempted theft

while **your home** has been left **unoccupied**.

- Loss of or damage to any pedal cycle left unattended in a public place unless at the time of the loss the pedal cycle is securely locked to an object that cannot be moved.
- For stamps and coins **we** do not cover:
  - fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, extreme temperature or gradual deterioration;
  - damage caused by handling or being worked on;
  - disappearances of any individual stamp or coin unless it is mounted in a book and the page is also lost.
- Loss or damage to **contents** and **valuables** kept permanently in any property that **your family** does not live in.

### Extra Covers

In addition to covering loss or damage to **your contents** and **valuables**, **we** also provide the following covers. These are in addition to the sum insured for **your contents** and **valuables**, unless stated otherwise.

## What is covered

### Additional Living Expenses

#### a Alternative accommodation

If **your home** is made uninhabitable as a result of damage by an insured cause under this section, **we** will pay the reasonable and necessary costs of similar accommodation for **your family** and any domestic pets living with **you**, for up to 2 years from the date the property becomes uninhabitable.

If **your** schedule shows a **Buildings** section applies, **we** will pay Alternative accommodation costs under either the **Buildings** or **Contents** and **Valuables** section, whichever has the greater sum insured. **We** will not give the benefit under both sections.

#### b Loss of rent

If a part of **your home** which **you** rent to others is made uninhabitable by an insured cause under this section, **we** will pay the rent **you** would have received, including up to 2 years ground rent from the date the property becomes uninhabitable, until it can be lived in again.

**We** will not deduct an **excess** from this Extra cover:

### Business property

**We** will pay the cost of replacing **business property** following loss or damage caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Contents in the garden

Loss or damage to **your contents** while in the open on land belonging to **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Debris removal

**We** will pay for removal of debris following loss or damage to **contents** caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Digital downloads

**We** will pay the cost of replacing **digital downloads** following loss or damage caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Fatal accident.

If any member of **your family** dies within 60 days of an injury caused by:

- an accident in **your home**;
- an assault or fire in **your home**;
- an accident whilst travelling as a fare-paying passenger by train, bus or licensed taxi;
- an assault in the street.

The most **we** will pay for any one claim is shown in the Summary of limits.

## What is not covered

- 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 cost of remaking or recreating a disc, tapes or film.
- Any data not commercially available at the time of the loss.

## What is covered

### Food in a freezer

Loss or damage to food contained in a domestic deep freezer cabinet caused by a rise or fall in the temperature.

**We** will not deduct an **excess** from this Extra Cover:

The most **we** will pay for any one claim is shown in the Summary of limits.

### Hole in one

In the event of a Hole in one being achieved by **you** or **your family** in an official golf club competition or similar Area or National competition, a benefit is payable.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Identity Fraud

**We** will cover **you** or **your family** for the following expenses reasonably incurred arising as a result of **identity fraud**.

- administration fees spent by **you** or **your family** when **you** or **your family** re-apply for a loan following rejection due to incorrect information supplied by a credit reference agency. The most **we** will pay for an incident in this respect is £750.
- sums spent by **you** or **your family** for telephone and postal expenses for correspondence with financial institutions, credit agencies, law enforcement agencies or the police. The most **we** will pay for an incident in this respect is £250.
- loss of earnings as a result of **you** or **your family** having to take time off work to meet with financial institutions, credit agencies, law enforcement agencies or the police. The most **we** will pay for an incident in this respect is £150 per day up to a total of £7500
- fees for administering and notarising fraud affidavits or similar documents for financial institutions or credit agencies required to evidence the occurrence of **identity fraud**. The most **we** will pay for an incident in this respect is £2500.
- legal fees which **we** have agreed to pay for the following:
  - the defence of a claim against **you** or **your family** by a financial institution
  - the removal of any incorrect court judgements made against **you** or **your family**
  - challenging the accuracy of any information in a credit reference report relating to **you** or **your family**

The most **we** will pay for any one claim is shown in the Summary of limits.

## What is not covered

- Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to **your home**.
- Any legal fees **you** or **your family** pay or agree to pay without **our** written permission.
- Any loss resulting from **your** or any of **your family's** employment, business or professions.
- Any claim arising which happens outside the **period of insurance**.
- Any expenses incurred due to any fraudulent, dishonest or criminal act by **you** or **your family** or any person acting with **you** or **your family**, whether acting alone or in collusion with others.
- Any amount exceeding £25,000 in total for any one incident.
- Any exclusions which are shown under the **Legal Expenses** section of this policy.

## What is covered

### Locks and keys

If **you** lose the keys to the inside or 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 part of the locks, or
- replacing the locks, if **we** choose

**We** will not deduct an **excess** from this Extra Cover.

### Metered water, oil and gas

Loss of metered water, liquid petroleum gas or oil at **your home** caused by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Money and Credit cards

Loss of **money** (including business **money**) and the unauthorised or fraudulent use of **your credit cards**.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Newly acquired contents and valuables

**We** cover **your** newly acquired items for 20% of **your** total **contents** and **valuables** sum insured. **You** must request cover for the newly acquired **contents** and **valuables** within 60 days of **you** acquiring them and pay the additional premium from the date acquired.

**We** reserve the right not to insure them after the 60th day.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Reinstatement of title deeds and documents

**We** will pay the cost of replacing deeds, bonds, securities or similar private documents if they are lost or damaged by anything covered by this section.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Religious festival and wedding gifts

**We** automatically increase the **contents** and **valuables** sum insured by 20% during December for Christmas gifts and for 30 days before and after all other religious festivals and the wedding of any member of **your** family.

### Students' contents

**We** will pay for loss or damage to students' **contents** whilst temporarily away at college or university.

The most **we** will pay for any one claim is shown in the Summary of limits or on **your** schedule.

## What is not covered

- Loss while **your home** has been left **unoccupied**.
- Loss which results from the cardholder not following the card company's terms and conditions.
- Use of **credit cards** by any of **your family** without the permission of any authorised cardholder.
- Securities or bonds which **you** can easily spend or convert into their face value.
- Loss or damage:
  - caused by theft or attempted theft unless force and violence are used to get into or out of a building
  - while the students' **contents** are in a house or building which has been left unoccupied for more than 60 days in a row

## What is covered

### Tenants liability

**Your** liability at law under the **Buildings** section of this policy, if **you** are legally liable under the terms of **your** tenancy agreement (not as owner, leaseholder or landlord), for damage to **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Tenants improvements

Damage, as provided under the **Buildings** section of this policy, to fixed tenants improvements and fixed internal decorations in **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

### Visitors' personal effects

**We** will pay for **your** visitors' personal effects if they are lost or damaged by an insured cause when in **your home**.

The most **we** will pay for any one claim is shown in the Summary of limits.

## What is not covered

- Anything under the "what is not covered" section of the **buildings** cover of this policy.

- Anything under the "what is not covered" section of the **buildings** cover of this policy.

- Items otherwise insured.

## Legal liability

### What is covered

The legal liability of **your family**:

- as occupier of **your home** and its land;
- as individuals
- as an employer to any of **your family's** domestic employees;

to pay damages and costs to others which arise from any single event occurring during the **period of insurance** which results in:

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

The most **we** will pay is the limit shown in the Summary of limits plus defence costs agreed by **us** in writing.

### What is not covered

- Anything owned by or the legal responsibility of **your family**.
- Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).
- Injury or damage arising from any employment, trade, profession or business of any of **your family**.
- Liability arising from any of **your family** passing any disease or virus.
- Liability arising from the ownership or use of:
  - Motor vehicles and children's motor vehicles whether licensed for road use or not, (other than children's motorbikes with an engine capacity of 50cc or less and domestic garden machinery when being used in and about the **home**, motorised or electric wheelchairs).
  - any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models).
  - gliders, hang gliders, caravans or trailers.
- Liability accepted by any of **your family** under agreement, unless the liability would exist without the agreement.
- Liability arising from any of **your family** owning land or buildings.
- Liability covered by any other policy.
- Liability arising from the Party Wall Act 1996.
- Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs' Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.
- Any defence costs and expenses incurred without **our** written consent.

# How we will pay your Contents and Valuables claim

## CONTENTS

### Special Limits

For loss or damage to the following types of **contents**, **we** will not pay more than the amounts shown for any one claim. These special limits form part of the **contents** sum insured and do not increase the sum insured on **contents** on any other item covered elsewhere in this policy.

Jewellery and watches	£5,000
<b>Items of precious metal</b>	£5,000
Theft from outbuildings	£10,000
Theft from an unattended vehicle	£5,000
Visitors' personal effects	£2,500

### Excess

The **excess** shown on the schedule applies to all claims.

### Payment basis

The most **we** will pay for any one claim is the amount it will cost **us** to replace the **contents** as new or the amount required to repair the damage, whichever is less, up to the sum insured shown on **your** schedule and subject to the limits shown above or in the Summary of limits.

In the event of a claim under the Hole in One section of the policy, **you** will be required to submit certification from the Club / Match Secretary. **We** will then reimburse **you** for the expenditure **you** incurred, for example celebratory drinks, subject to reasonable proof of **your** expenditure.

### 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, **we** may 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** may only pay 80% of **your** claim.

### Jewellery and watches only - Pairs and sets

For a claim to a pair or set, **we** will pay whichever is least of the following -

- The cost to repair the damaged property to its condition immediately before the loss
- The cost to replace the lost or damaged article
- The cost to make up the difference between its market value immediately before and after the loss

However, if **you** surrender the undamaged article(s) of the pair or set to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair or set.

## VALUABLES

### Excess

The **excess** shown on the schedule applies to all claims.

### Payment basis

The sum insured for **Valuables** is shown on **your** schedule. How **we** will pay **your** claim depends on the category in which the lost or damaged article falls.

The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your valuables** as new or the amount required to repair the damage, whichever is less, up to the sum insured shown on **your** schedule and subject to the limits in **your** Summary of limits.

### If your sum insured is too low

If, when the loss or damage happens, the sum insured in **your** schedule is less than the cost of replacing all the **valuables** as new, **we** may only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of replacing the **valuables**, **we** may only pay 80% of **your** claim.

### Specified items

Total loss - if the specified item is lost or totally destroyed, **we** will pay the sum insured for that article.

Partial loss - if the specified item is partially lost or damaged, **we** will pay either:

- the cost to restore the item to its condition immediately before the loss. If the restored value is less than the market value immediately prior to the loss, **we** will pay the difference, OR;
- the reduction in market value after the loss.

The most **we** will pay for a partial loss is the sum insured for that item.

### Jewellery kept in a bank or safe deposit

Specified jewellery described in the schedule as in a bank or safe deposit must be kept in the vault of a bank or in a safe deposit. **We** will insure specified jewellery kept in the bank whilst temporarily removed from the bank for a maximum of 30 days in any **period of insurance**. The most **we** will pay for jewellery temporarily removed from the bank or safe deposit is £25,000 for any one claim.

In **you** advise **us** in advance, cover can be arranged for items removed from the bank for more than 30 days, or for an amount over £25,000. This will be subject to additional terms and/or premium.

### Unspecified items

The most **we** will pay is the unspecified single article limit for loss to any one article, as shown on **your** schedule.

## CONTENTS

### Inflation protection

**We** will change the sum insured on **contents** shown on **your** schedule in line with a recognised index.

If these sums insured increase because of index linking, **we** will not make any extra charges until **you** renew **your** policy. **Your** new premium will be based on the new sums insured and **valuables** single article limit shown on **your** schedule.

For **your** protection, **we** will not reduce **your** sums insured or limits if the index moves down unless **you** ask **us** to.

## VALUABLES

### Jewellery and watches only – Pairs and sets

For a claim to a pair or set, **we** will pay whichever is least of the following -

- The cost to repair the damaged property to its condition immediately before the loss
- The cost to replace the lost or damaged article
- The cost to make up the difference between its market value immediately before and after the loss

However, if **you** surrender the undamaged article(s) of the pair or set to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair or set.

### Inflation protection

**We** will change the sum insured on **valuables** shown on **your** schedule in line with a recognised index.

If these sums insured increase because of index linking, **we** will not make any extra charges until **you** renew **your** policy. **Your** new premium will be based on the new sums insured and **valuables** single article limit shown on **your** schedule.

For **your** protection, **we** will not reduce **your** sums insured or limits if the index moves down unless **you** ask **us** to.

## Legal Expenses

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **your family**.

### Glossary of legal terms

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

Legal term	Meaning
<b>Arbitration</b>	A meeting held in private to settle a dispute about the policy. This is less formal than a <b>court</b> hearing.
<b>Disbursements</b>	Money that <b>your</b> solicitor has spent on <b>your</b> behalf in dealing with <b>your</b> case. These amounts are different from <b>your</b> solicitor's own fees and will be shown as a separate item on <b>your</b> solicitor's bill.
<b>Expert witness</b>	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 <b>court</b> .

Words with special meanings are printed in **bold** throughout the policy. **You** will find these words in pages 5 and 6. The words below have meanings that only apply to this section of the policy.

Word	Meaning
<b>Any one claim</b>	All <b>legal proceedings</b> , including appeals, arising from or relating to the same original cause or event.
<b>Court</b>	A court, tribunal or other appropriate authority.
<b>Full enquiry</b>	Action taken by the Inland Revenue following a Notice issued under 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 <b>your</b> tax affairs in detail.
<b>Goods</b>	Items <b>you</b> own or for which <b>you</b> are legally responsible, except motorised vehicles or parts of them, land, buildings, or items used for business purposes.
<b>Insurer</b>	Tower Insurance Company Limited
<b>Legal expenses</b>	<b>Your representative's</b> fees, costs and <b>disbursements</b> which <b>we</b> have agreed or the costs of any other people involved in the <b>legal proceedings</b> if <b>you</b> have to pay those costs.  This includes costs following an 'out-of- <b>court</b> ' settlement to which <b>we</b> have agreed. This does not include any damages, fines or penalties <b>you</b> have to pay.
<b>Legal proceedings</b>	Legal action in a civil <b>court</b> to protect <b>your</b> rights in a dispute.
<b>Representative</b>	The solicitor or other suitably-qualified person appointed to act for <b>you</b> .
<b>Territorial limits</b>	Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, the Czech Republic, Egypt, Gibraltar, Iceland, Israel, Hungary, Liechtenstein, Monaco, Morocco, Norway, San Marino, Slovakia, Switzerland, Tunisia, Turkey, Vatican City and islands in the Mediterranean.
<b>We, us, our</b>	FirstAssist Insurance Services Limited, No. 1404718. Registered in England and Wales. Registered Office is Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU. The Legal Expenses Section of the policy is issued by FirstAssist Insurance Services Ltd and underwritten by Tower Insurance Company Limited.  <b>You</b> can contact <b>us</b> at:  FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU
<b>You, your</b>	The person or people included within the meaning of <b>you, your</b> and the members of <b>your family</b> as explained on page 6.

## What is covered

We provide the following cover for **legal expenses** up to £50,000 in total for **any one claim**. The cause of the action must happen within the **territorial limits** and during the **period of insurance**. 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.

## 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.

## Consumer Protection

1. The cost of **you** 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 1998; and where breaking those requirements results in **you** losing money.
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.

## Residential

1. The cost of **you** 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
  - 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.

## What is not covered

- Anything which is excluded on page 25 of this part of the policy and the policy exclusions on page 30.
- 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).
- 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 page 25.
- 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 moneymaking activity.
- Anything to do with building, converting, extending, altering, renovating or demolishing **your home**. (This does not apply to common home-improvements such as 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.
- Anything which is excluded on page 25.
- 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 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 moneymaking activity.

## What is covered

### 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 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, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these.

### Tax

The cost of **your representative** acting for you in a Revenue Investigation into **your** income and records to decide how much tax **you** have to pay 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 page 25.
  - 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 moneymaking activity other than a dispute with **your** 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.
- 
- Anything which is excluded on page 25.
  - Any tax, interest or penalties **you** may have to pay to the Inland Revenue.
  - 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 Inland Revenue and which arrived after the legal deadline.
  - An enquiry by the Inland Revenue which is only concerned with one or more specific areas of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.
  - Any change in an Inland Revenue Investigation or enquiry when it becomes clear that they suspect serious fraud.
  - Any income **you** have earned as a self employed person.
  - Any matter connected with a moneymaking 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
    - 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 Inland Revenue.
  - Any money which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the Inland Revenue.

## 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 page 30 of **your** wording.

Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.

Any event, dispute or cause of action that first happened or started before **you** took out this insurance.

An event which **you** report to **us** more than six months after it happened. **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.

**Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.

Any **legal expenses** **you** could claim under any other insurance.

Any **legal proceedings** over loss or damage covered under a specific insurance policy.

A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

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.)

Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)

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.

Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.

Any dispute with **us** or the **insurer** that is not dealt with under the arbitration condition on page 25 of this part of the policy.

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 28 sets 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.

### 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.

### 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 page 32.

## How we will pay your Legal Expenses claim

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 reasonably 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 **period of insurance**.
- 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 page 25 of this part of the policy and page 30 apply to **your** claim.

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

If, during the claim, **we** think that there is no longer a reasonable chance of **your** 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 the claims settlement condition titled What action we may take, on page 27, **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 25. Any **representative** **you** choose is appointed to act for **you**.

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 25.

### 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.

### 6. What you and your representative must do for us

**We** must be able to contact **your** **representative**. **You** and **your** **representative** must cooperate 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 the claims settlement condition titled Giving our agreement on page 26.
- **Your** appeal meets the requirements of claims settlement condition 2 in the same way as **your** initial claim for **legal expenses**.

## 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 or the Solicitors Remuneration Order 1972.

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

## Policy Conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

There are other conditions of insurance applicable to the **Legal Expenses** section on page 25.

### 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

Using the address on the front of **your** schedule, **you** must tell **us** or **your** insurance adviser within 30 days as soon as **you** know about any of the following changes:

- **you** are going to move **home** permanently
- someone other than **your family** is going to live in **your home**
- if the **home** is used for any business or professional purposes
- **your home** is going to be used for short periods each week or as a holiday home
- **your home** is going to be unoccupied for more than 60 days in any **period of insurance**
- the number of bedrooms in the **home** has changed
- **you** or any member of **your family** has received a conviction for any offence except for driving
- if **you** intend to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more the £25,000, **you** must tell **us** about the work at least 30 days before the work starts and before **you** enter into a contract for the works. **We** may then alter the terms of the cover provided under the policy. If **you** do not tell **us** about the building works, **we** will not pay any claim caused by or resulting from the building works. **You** do not have to tell **us** about routine repairs, maintenance or decoration
- any increase in the value of **your** items or the rebuilding cost of **your buildings**
- a change in **your** occupation

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** will be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### Fraud

If dishonesty (including the use of fraudulent means or devices) or exaggeration is used by **your family** or anyone acting on behalf of **your family**:

- to obtain a claims payment under **your** policy; or
- to promote or substantiate a claim whether the claim is genuine or not; or
- to obtain cover for which **you** do not qualify; or
- to obtain cover at reduced premium:

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

### Transfer of interest

**You** cannot transfer **your** interest in the policy without **our** written permission.

### Cancelling 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 **period of insurance**. **We** will only do this if **you** have not claimed during the **period of insurance**.

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** can cancel this policy by giving **you** at least 14 days' notice at **your** last known address. This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**.

### Cancelling the monthly premium instalment agreement

**Your** policy has a normal **period of insurance** 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 **period of insurance**. 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.

### Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 29 headed "Claims Conditions". **You** should also refer to any conditions shown under individual sections of **your** policy.

## Claims Conditions

These are the claims conditions **you** and **your family** will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

There are other conditions of insurance applicable to the **Legal Expenses** section on page 26 and 27.

### What you must 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** straightaway 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** or **your family** are the victims of theft, riot, a malicious act or vandalism, or if **you** lose something away from **your home**, tell the police immediately upon discovery and ask for a crime reference or loss number and tell **us** as soon as **you** can, or in case of riot tell **us** immediately.

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

Do not throw away any damaged items before **we** have had a chance to see them.

### 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, too:

- 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 provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

### Mortgages non invalidation

The rights of the mortgagee under this policy will not be prejudiced by any act of the mortgagor of **your home** provided that the mortgagee gives notice in writing to **us** as soon as possible on becoming aware of such act and pays any reasonable additional premium.

### Duplication of covers

If a loss is covered under more than one part of the policy, **we** will pay **you** under the part giving **you** the most cover, but not under more than one part. However, when both **Valuables** unspecified cover and **Contents** cover are shown in the schedule and, and a loss is covered under both parts, **your** amount of cover will equal the combined total of both **Contents**, subject to the **Contents** Special Limits, and **Valuables** unspecified sums insured. In no event will **we** make duplicate payments.

### 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 Exclusions

These exclusions apply to all the sections of **your** policy with the exception of Pollution or contamination and Rot, which do not apply to the **Legal Expenses** section.

This insurance does not cover:

### Breakdown

Loss or damage by mechanical, electrical or electronic breakdown.

### Confiscation

Confiscation or destruction by customs or other official bodies.

### Date change and computer viruses

Any direct or indirect 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;
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

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

but any claim for legal expenses / benefits to pursue compensation for personal injury is not excluded.

For the purposes of this exclusion:

Equipment includes computers and anything else insured by this policy which has a microchip in it. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

### Defective construction or design

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

### Existing and deliberate damage

Any loss, damage, liability, cost or expense of any kind occurring or arising from an event occurring before the **period of insurance** starts or caused deliberately by **your family**.

### Maintenance

The cost of maintenance and routine decoration.

### 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.

### Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of any intentional act, and, which occurs during any **period of insurance**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### Radioactive contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to 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.

### Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

### Sonic bangs

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

### 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 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.

### War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion, or revolution.

### Wear and tear

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear; depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

Preferred Choice is underwritten by Tower Insurance Company Limited.

You are giving your information to Tower Insurance Company Ltd, which is a member of the RSA Group of Companies (the Group). In this information statement, "we", "us" and "ours" refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier, e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

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

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

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the register.

### How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer; Tower Insurance Company Limited, Jubilee Buildings, 1 Victoria Street, Douglas, Isle of Man IM99 1BF.

## 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, initially please raise your concerns with your usual business contact.

If your complaint is not resolved or you are not happy with our response and the course of action proposed 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 can ask the Financial Services Ombudsman to review your case. The address of the FSO is c/o Isle of Man Office of Fair Trading, Government Buildings, Lord Street, Douglas, Isle of Man, IM1 1LE. Telephone Number: 01 624 686 500.

The FSO will handle most complaints which 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.







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