



PRIME CHOICE

Home insurance policy



Policy Number

Please enter your policy number above

When you call the helplines below please quote the following number: 70235

Legal Advice: 0844 725 4449

Counselling: 0844 725 4449

Medical Help: 0844 725 4449

PFS01062

November 2010

Helplines available 24 hours a day, 365 days a year

Contents

Section	Page No.
About your policy	4
The insurance contract	4
Definitions	5
How to make a claim	8
What we will do	8
Claims notification	9
Helplines	9
Home Emergency Assistance	10
Buildings	11
How we will pay your Buildings claim	14
Contents	15
How we will pay your Contents claim	20
Valuable articles	21
How we will pay your Valuable articles claim	23
Legal Expenses	24
Legal Expenses Exclusions	27
Legal Expenses Conditions	27
How we will pay your Legal Expenses claim	28
Policy Conditions	30
Claims Conditions	31
Policy Exclusions	32
How we use your information	33
Complaints Procedure	34

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 7. 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 32.

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 30 to 31.

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.

Word	Meaning
Additional structures	Other permanent domestic structures on the land of the home which are not an integral part of the main dwelling, including drives, fences and gates, patios, swimming pools, tennis courts, terraces, walls, sheds, other outbuildings, service pipes, tanks and cables supplying these structures.
Aggravated burglary/criminal assault	An unlawful act of violence or threat of violence to you or your guest, by a person who has gained unlawful entry into your home .
Building	The main dwelling, including service pipes, cables, overground and underground tanks supplying the dwelling.
Business	Any employment, trade, occupation, profession, or farm operation including the raising or care of animals.
Business computer information	Business facts or records stored in a computer in your home . Business computer information does not include: <ul style="list-style-type: none"> • any hardware, software or materials on which information is recorded, including magnetic and paper tapes, disk packs, paper tapes and cards.
Business property	Office furniture, stock, equipment all used in connection with a business conducted at your home .
Contents	Household goods including antiques, personal property, business property , money , all owned by you or any of your family or domestic employees who live with you . Visitors' personal effects not otherwise insured in your home . Fixtures and fittings which your family are responsible for including aerials. <p>Contents does not include:</p> <ul style="list-style-type: none"> • Contents permanently kept at another home not listed on the schedule other than contents in a newly acquired main home in the United Kingdom provided you notify us of the new address within 60 days of you beginning to move the contents. • Anything used for any trade, professional or business purposes, other than business property. • Contents being moved by sea. • Trees, shrubs, plants or lawns. • Animals. • 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, quad bikes and domestic garden machinery, motorised or electric wheelchairs, or golf buggies), 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. • Items that are more specifically insured.
Credit cards	Credit, debit, cheque, charge, bankers or cash dispenser cards, all issued in the British Isles, belonging to you or any member of your family .
Digital downloads	Non recoverable electronic data, legally downloaded by your family from a legitimate website.
Emergency repairs	Any necessary temporary or permanent work to protect your building or your contents following a sudden or an unexpected event which creates the risk of damage or a possible risk to the health of your family or any other person.

Word

Meaning

Excess

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

Fees and other costs

Architects, engineers, surveyors and legal fees necessarily incurred to repair or rebuild the **home**, which **we** have agreed to. **Fees and other costs** does not include fees incurred in preparing or furthering any claim under this policy.

Fine art

Single items or collections and sets of art, antiques or collectables which are rare, unique or novel or are of particular value due to their age or artistic merit, including:

- paintings, etchings and pictures
- tapestries, rugs and carpets
- sculptures, statues, ceramics and glass
- furniture
- rare books and manuscripts
- objets d'art and memorabilia
- clocks and barometers

Heave

Upward and/or lateral movement of the site on which **your home** stands caused by swelling of the ground.

Home

The **building** and any **additional structures**, all used for domestic and clerical **business** purposes.

Identity fraud

Someone using a means of identifying **you** or **your family** for an unlawful purpose without **your** or **your family's** consent.

Incidental business away from the home

A self employed sales activity, or a self employed business activity normally undertaken by people under the age of 18 such as newspaper delivery, babysitting, caddying and lawn care. These activities must:

- not yield gross revenue in excess of £5,000 in any year;
- have no employees subject to national employment laws;
- meet all local laws and government regulations.

Incidental business at home

A **business** activity, other than farming, conducted at the **home** which must:

- not yield gross revenue in excess of £5,000 in any year;
- have no employees subject to national employment laws;
- meet all local laws and government regulations.

Incidental farming

A farming activity which meets all of the following requirements:

- is incidental to **your** use of the premises as **your home**;
- does not involve employment of other people for more than 1000 hours of farm work during the **period of insurance**;
- does not produce more than £5,000 in gross annual revenue from horticultural operations and from the raising or care of animals;
- does not produce more than £15,000 in gross annual revenue;
- does not involve more than 10 sales transactions during the **period of insurance**;
- does not involve the sale of more than 25 animals during the **period of insurance**.

Items of precious metal

Tableware, trays, trophies, and similar household articles (but not including jewellery) made of sterling silver, gold, platinum or plated by precious metal.

Word	Meaning
Money	<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 your family or your family's responsibility under contract.</p> <p>Including money in connection with your business.</p> <p>Money does not include:</p> <ul style="list-style-type: none"> • Promotional vouchers, Air Miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps that are part of a stamp collection
Period of insurance	<p>The period shown on your schedule or any further period for which you have paid or have agreed to pay and we have accepted or have agreed to accept your premium.</p>
Personal computer information	<p>Personal facts or records stored in a computer in your home. It does not include:</p> <ul style="list-style-type: none"> • Business computer information. • Any hardware, software or materials on which the information is recorded, including magnetic and paper tapes.
Reconstruction cost	<p>The amount required at the time of damage to repair or rebuild the home (with the same quality and type of materials and workmanship which existed before the damage), whichever is less. This includes fees and associated costs as well as the cost of complying with building regulations, local authority or other statutory requirements. It also includes the cost of removing debris, demolition, shoring up or propping, which are required to repair or rebuild the home.</p>
Subsidence	<p>Downward movement of the site on which your home stands by a cause other than the weight of the buildings themselves.</p>
Unfurnished	<p>Without sufficient furniture and furnishings for normal living purposes.</p>
Unoccupied	<p>When your home has not been lived in by your family or by anyone who has your permission, for more than 60 days in a row. Lived in means slept in frequently.</p>
Valuable articles	<p>Jewellery, fine art, furs, items of precious metal, guns, musical instruments and other collectables.</p>
We/us/our	<p>Tower Insurance Company Limited</p>
You/your	<p>The person named as policyholder on your schedule.</p>
Your family	<p>You or any of the following people providing they normally live with you –</p> <ul style="list-style-type: none"> • Your husband, wife or partner • Children (including foster children) • Your relatives • Your domestic employees

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 31 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 4449 Quoting Number 70235

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

Counselling Services: 0844 725 4449 Quoting Number 70235

If **you** have any problems at home or at work, **our** qualified professional counsellors are there to help.

Medical Help: 0844 725 4449 Quoting Number 70235

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 £1,000

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 building** and any **additional structures** 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 freezing of fixed water or heating installations or damage by water or steam escaping from a fixed household appliance or fixed water or heating installation if the **building** is **unfurnished** or **unoccupied** between November and March. This exclusion will not apply if the water supply is turned off at the mains and all systems drained, or if the central heating system is left in full operation to come on daily.
- Damage by storm or flood to a fence, gate, bulkhead, pier, wharf or dock.
- Damage by **subsidence, heave** or landslip:
 - to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges, land, domestic fixed fuel tanks unless the main dwelling 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** main dwelling are damaged by the same cause 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 building** being altered or repaired
 - loss or damage caused by chemicals reacting with any materials which the **building** is built from

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 building**.

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 3 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.

What is covered

b Forced evacuation

If a local authority prohibits **you** from living in **your home**, **we** will pay the reasonable costs of similar accommodation along with any rent **you** would have received. **We** pay forced evacuation expenses for up to 30 days from the date of the damage, even if the **period of insurance** ends during that time.

c 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 3 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:

Aggravated burglary/criminal assault

Following an **aggravated burglary/criminal assault** at **your home**, **we** will pay towards the cost of upgrading the security systems at **your home** specified on **your** schedule including changing locks, installing security grilles, security lighting and intruder alarm systems providing **we** have agreed this in writing.

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

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.

Trace and access

We will pay the cost of removing and replacing any part of the **building** and **additional structures** 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.

What is not covered

- Any ongoing maintenance costs.

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**. **We** do cover liability arising out of voluntary work for an organised registered charitable, religious or community group, **incidental business away from home, incidental business at home, or incidental farming**, unless stated otherwise.
- 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

In the event of a total loss of the **building**, requiring it to be completely rebuilt, **we** will pay the **reconstruction cost** up to 25% greater than the **building** sum insured shown in the 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. For **additional structures** **we** will pay the cost of repairing or replacing the damaged parts up to the limit for **additional structures** shown on **your** schedule.

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.

Inflation protection

The sum insured for each **building** is shown on **your** schedule. This will be adjusted monthly in line with a recognised index. Index linking of the sum insured will continue during repair or replacement following loss or damage provided **you** ensure that the work is carried out without delay.

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

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.

We will also review the sum insured in line with other factors, which could affect it, but **we** will notify **you** in advance to obtain **your** permission to amend it for any reason other than inflation protection.

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

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

What is covered

Loss or damage to **your contents** 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 by theft or attempted theft caused by **you** or **your family**.
- Loss or damage by water or steam escaping from a fixed household appliance or fixed water or heating installations if the **building** is **unoccupied** between November and March. This exclusion will not apply if the water supply is turned off at the mains and all systems drained, or if the central heating system is left in full operation to come on daily.
- Items more specifically insured under this or any other policy.

Extra Covers

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

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 3 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** section, whichever has the greater sum insured. **We** will not give the benefit under both sections.

b Forced evacuation

If a local authority prohibits **you** from living in **your home**, **we** will pay the reasonable costs of similar accommodation along with any rent **you** would have received. **We** pay forced evacuation expenses for up to 30 days from the date of the damage, even if the **period of insurance** ends during that time.

c 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 ground rent, up to 3 years, until it can be lived in again.

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

What is covered

Business computer information

Loss or damage to **business computer information**. If **business computer information** is lost, **we** will pay the cost of employing someone to re-enter the information onto the computer.

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

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 £15,000.

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 is £1,000.

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 is £2,500.

Fatal accident

If any member of **your family** dies within 60 days of any 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.

Food in a freezer

Loss of damage to food contained in the 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.

Hired marquees

We will pay for accidental loss or damage to a marquee that **you** hire temporarily and are legally responsible for while at **your home**. This includes accidental loss or damage to associated lighting, heating and furnishings provided they are not insured elsewhere.

The most **we** will pay is £20,000.

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 in any one **period of insurance** is £500 .

What is not covered

- Any loss resulting from an error in computer programming or instructions to the computer.

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

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

What is covered

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.

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

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

Metered oil, water or 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.

What is not covered

- 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 £50,000 in total for any one incident.
- Any exclusions which are shown under the **Legal Expenses** section of this policy.

- 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

What is covered

Newly acquired contents

We cover **your** newly acquired **contents** for 25% of **your** total **contents** sum insured. **You** must request cover for the newly acquired **contents** 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.

Personal computer information

We will pay for **you** to employ someone to re-enter **personal computer information**, which has been lost or damaged.

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** sum insured by 25% 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**.

Tenants/Leaseholders cover

If **you** are a tenant or leaseholder of **your home** the following covers will apply:

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 or on **your** schedule.

Communal charges

If any part of the communal **building** is damaged by a cause which is covered under the **Buildings** section, **we** will pay **your** share of any costs charged against all tenants/leaseholders in **your** resident association that **you** are legally responsible for:

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

We will not pay more than £1,000 of a charge that results from an **excess** in **your** resident association's insurance.

What is not covered

- Any loss resulting from an error in computer programming or instructions to the computer.

- 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.

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

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.

Reversal of damages

Damages and costs which **your family** cannot recover:

If **you** have claimed against another party and have been awarded damages and taxed costs in any court in the United Kingdom, Isle of Man or Channel Islands for something which would be covered under the last section as a result of anything **your family** does in their personal lives, and payment has not been received after three months after the date of the award, **we** will pay the outstanding amount up to the limit shown in the Summary of limits for:

- accidental death, disease, illness or accidental physical injury to any of **your family**
- accidental damage to physical property belonging to any of **your family**

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** except arising out of voluntary work for an organised charitable, religious or community group, **incidental business away from home, incidental business at home, or incidental farming** unless stated otherwise.
- 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, quad bikes and domestic garden machinery when being used in and about the **home**, motorised or electric wheelchairs, or golf buggies)
 - 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.
- Any payment where an appeal against a judgment is pending in whole or in part.
- Any award resulting from any willful or malicious act.
- Any amount or value which is awarded while judgement is pending.

How we will pay your Contents claim

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 do not increase the sum insured on **contents** or on any item covered elsewhere in this policy.

Money , bullion, gold, silver or platinum	£5,000
Securities, accounts, deeds, evidences of debt, letters of credit notes other than bank notes, manuscripts and passports	£10,000
Jewellery	£10,000
Furs	£10,000
Items of precious metal	£10,000
Stamps, coins and medals	£10,000
Guns	£10,000
Visitors' personal effects	£5,000

Excess

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

Payment basis

Subject to the limits shown above, **we** will pay the full cost to replace the **contents** without deduction for wear and tear or the amount required to repair the damage, whichever is less, up to the sum insured.

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.

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

The sum insured for each address is shown on **your** schedule.

The sum insured on **contents** 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.

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

Valuable articles

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

What is covered

Loss or damage to **valuable articles** anywhere in the world.

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 by theft or attempted theft caused by **you** or **your family**.
- 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;
 - disappearance of an individual stamp or coin unless it is mounted in a book and the page is also lost.

Extra Covers

In addition to covering loss or damage to **your valuable articles**, **we** also provide the following covers. These are in addition to the sum insured for **your valuable articles**.

Death of an artist

If since the last revaluation the value of any **valuable article** has increased due to the death of an artist, **we** will automatically increase the value by up to 100% up to the next renewal date or next valuation, whatever is earlier.

Defective title

We will pay the amount **you** paid to purchase an item which **you** are subsequently required by law to relinquish due to:

- a) unforeseen discovery of the vendor's defective or lack of title to the item; or
- b) any charge placed on the item, prior to the purchase by **you**, of which **you** were not aware.

We will only cover a loss if both the purchase and any relevant claim are made during the **period of insurance**.

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

We will only cover a loss resulting from a purchase made by **you** from an auctioneer or dealer who is a member of one of the following:

1. British Antique Dealers' Association;
2. London and Provincial Antique Dealers Association;
3. Royal Institute of Chartered Surveyors Fine Art Faculty;
4. Society of London Art Dealers;
5. Association of Regional Valuers and Auctioneers;
6. Society of Fine Art Auctioneers

What is covered

Newly acquired valuable articles

For the following categories of **valuable articles**, we automatically cover newly acquired articles that **you** own, subject to the limits described below. **You** must already have "specified articles" in that category shown on **your schedule**.

- a **Fine art** – We cover **your** newly acquired **fine art** for 25% of **your** total specified sum insured for **fine art** up to £500,000. **You** must request cover for the newly acquired **fine art** within 60 days of **you** acquiring them and pay the additional premium from the date acquired.
- b Jewellery, furs and **items of precious metal**. We cover **your** newly acquired jewellery, furs and **items of precious metal** for 25% of **your** total specified sum insured in the same category, up to £25,000 for each category. **You** must request cover for these newly acquired articles within 60 days after **you** acquire them, and pay the additional premium from the date acquired.

What is not covered

How we will pay your Valuable articles claim

Excess

The **excess** shown on the schedule applies to all claims except **Fine art** claims where the **excess** is nil.

Payment basis

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

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 £50,000 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 £50,000. This will be subject to additional terms and/or premium.

Unspecified items

We will pay the cost of repairing, replacing or restoring the property, whichever is less, without deduction for wear and tear. If the restored value is less than the market value immediately prior to the loss, **we** will pay the difference. The most **we** will pay is the unspecified single article limit for loss to any one article, as shown on **your** schedule.

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. The most **we** will pay is the sum insured for that pair or set as shown on **your** schedule.

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
Arbitration	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 are printed in **bold** throughout the policy. **You** will find these words in pages 5 to 7. The words 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 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 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.
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 proceedings	Legal action in a civil court to protect your rights in a dispute.
Representative	The solicitor or other suitably-qualified person appointed to act for you .
Territorial limits	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.
We, us, our	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. You can contact us at: FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU
You, your	The person or people included within the meaning of you, your and the members of your family as explained on page 7.

What is covered

We provide the following cover for **legal expenses** up to £75,000 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 27 of this part of the policy and the policy exclusions on page 32.
- 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 27.
- 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 27.
- 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 27.
 - 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 27.
 - 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; 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 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 32 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 27 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

Page 30 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 34.

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 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 27 of this part of the policy and page 32 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 29, **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 27. 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 27.

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 28.
- **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 27.

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 use for any **business** or professional purposes other than **incidental business at home**
- **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 £50,000, **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 instalments 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 instalments agreement, **you** should also tell **your** bank, building society or Girobank to cancel **your** direct debit arrangement.

Sums Insured

You must ensure that **you** review **your** sums insured at full value:-

- For **Buildings** the sum insured must represent the estimated cost of rebuilding if the **buildings** were destroyed including fees and site clearance (and not the market value of the **buildings**).
- For **your Contents** **you** must ensure that the sum insured represents the replacement cost as new.
- For **fine art** and antiques the sum insured should be the current market value.
- For **Valuable articles** the sum insured should be the current market value.

Other Conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 31 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 28 and 29.

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, 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 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 **Valuable articles** unspecified cover and **Contents** cover are shown in the schedule, 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 **Valuable articles** 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.

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

Prime 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: 01624 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.

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.
Member of the Isle of Man Financial Services Ombudsman Bureau.
Tower Insurance Company Limited is a member of the RSA Group of companies.