



Private  
Clients  
Insurance  
Policy Wording





## Introduction

Thank you for insuring your home through us.

Please keep this policy in a safe place since it contains important information about your insurance protection.

You should check the policy schedule carefully. It shows those sections under which you are covered. We will issue a replacement schedule if you change your cover in the future.

## Our promise of satisfaction and service

If this policy does not meet your needs, you have the right to cancel it for a period of 21 days from the date your policy begins or from the date you receive this policy document, whichever is the later. If you cancel in this period you will receive a full refund of premium. If you have made a claim or an incident giving rise to a claim has occurred during this period, you must reimburse us for any amounts we have paid or may be required to pay.

If you do want to cancel this policy you should contact your professional adviser or Towergate Underwriting Private Clients at:

Towergate Underwriting Private Clients – The Managing Director  
Towergate House  
St Edwards Court  
London Road  
Romford  
Essex  
RM7 9QD

Telephone No: **01708 777710**

Fax No: **01708 777711**

**To ensure we maintain a high quality service, we may monitor or record telephone calls.**

## Statement of Fact

Prior to us accepting this policy of insurance, you provided us with answers to a number of questions. Your answers are recorded in a Statement of Fact which we will issue to you at the commencement of this policy and after any major change. It is important that these answers have been provided honestly and, having taken reasonable care, to the best of your knowledge. You should therefore carefully check this Statement of Fact to ensure that we have recorded your details accurately and completely.

If we find out during the period of insurance that any answers to the questions we have asked you, as recorded in the Statement of Fact, have been incorrectly given, your policy may be cancelled, or a claim rejected or not fully paid.

We reserve the right to change the premium and terms if you change the information contained in the Statement of Fact.

## Confidentiality

We promise complete confidentiality and security in all matters relating to this insurance. These will be under the personal control of a nominated underwriter.

## Financial Conduct Authority

Sterling Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their registered number is 202012.

Towergate Underwriting Private Clients is a trading name of Towergate Underwriting Group Limited who are authorised and regulated by the Financial Conduct Authority (FCA), under register number 313250.

# Data Protection Statement

## The personal information we collect from you

When you apply for insurance we collect personal information about you including your name, address and occupation. We may also collect other information during the life of your policy which is classed as sensitive personal information. We may also ask you about any criminal convictions you may have.

You do not have to provide us with any convictions which are spent under the terms of the Rehabilitation of Offenders Act 1974.

## How we use your personal information

All personal and sensitive personal information will be used by Towergate Underwriting Private Clients and/or Sterling Insurance Company Limited for insurance purposes, including managing and administering your policies.

We also use this information to produce management information for business analysis. If you have provided information to us about another person (including their sensitive personal details), you confirm that you have their permission to provide this information to us for the same purposes.

If you telephone us, your call may be monitored or recorded for training, quality control and fraud prevention purposes.

## With whom we may share your information

We may share your personal and sensitive personal information with the following organisations for purposes related to your insurance policies and our insurance services generally:

- our connected companies, agents and subcontractors including loss adjusters and claims investigators;
- our reinsurers who use this information to assess the terms of specific policies and to administer our insurance policies generally;
- other insurance companies about other insurance policies you may have;
- the Police, other insurance companies, fraud reference agencies and other representative bodies in relation to the prevention and detection of fraudulent claims (for example, the Claims and Underwriting Exchange register) or as part of our money laundering checks.

## Claims

In the event of a claim we may need to collect additional information from you.

### **Fraud prevention**

We work with the Police, other insurance companies, fraud reference and detection agencies and other representative bodies to prevent and detect fraudulent or exaggerated claims. We may also use commercially available databases to check your identity to prevent money laundering, unless you provide us with satisfactory proof of identity. Other companies may contact these bodies for information to help them make decisions about insurance or similar services they provide to you.

## Your rights

You are entitled to a copy of your personal information held by Towergate Underwriting Private Clients and/or Sterling Insurance Company Limited on payment of a £10 fee. If you would like to see the information we hold about you, contact the Data Protection Officer at Towergate Underwriting Private Clients.

You should let us know if you think any of your personal information is inaccurate, so we can update it.

We do not use your information for marketing purposes, nor do we share it with any other company for marketing purposes, unless you have specifically agreed to this.

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**Please refer to your schedule to check which of the above sections are in force**

# Your Policy

Your Home Insurance Policy is evidence of the contract that you have made with Sterling Insurance Company Limited and other insurers stated in this policy, and is based on the information you have provided, including any declaration that you may have signed.

This policy, schedule and any endorsements should be read together as one document.

Sterling Insurance Company Limited and the other insurers stated in this policy will insure you in accordance with the policy terms and conditions, in respect of the operative sections as shown in the schedule as applying to you against loss, damage or legal liability occurring during any period of insurance for which you have paid or agreed to pay a premium.

A handwritten signature in blue ink, appearing to read 'M. Hodges', is positioned above the printed name and title.

Mark Hodges  
Chief Executive Officer  
Towergate Underwriting Private Clients  
for and on behalf of insurers

# Home Insurance Assistance

Helplines		
<b>Home Emergency</b>	When you need the services of a contractor in an emergency situation, our 24 hour Emergency Helpline is there to assist you by arranging for a local tradesman to attend and rectify the immediate problem.	<b>0800 917 0814</b>
<b>Identity theft Protection</b>	Advice on protecting your identity. Available 8am to 8pm, 7 days a week.	<b>0844 848 7071</b>
<b>Eurolaw Legal Advice</b>	Advice on personal legal problems under UK and EU Law.	<b>0117 933 0676</b>
<b>Tax Advice</b>	Personal taxation advice.	<b>0117 933 0676</b>
<b>Childcare and Home Help</b>	Helps to find childcare or arrange domestic help if illness or an emergency means that you can not carry out these tasks.	<b>0117 933 0676</b>
<b>Veterinary Help</b>	Helps to locate a vet to treat injured or sick pets.	<b>0117 933 0676</b>
<b>Health and Medical Information</b>	Help and information on health and fitness.	<b>0117 933 0676</b>
<b>Counselling Helpline</b>	Qualified counsellors will provide support in dealing with your worrying problems.	<b>0117 934 2121</b>

**Please note that calls may be monitored or recorded to ensure the accuracy of information and the quality of service.**

## Advice and Services

### Homesitters

Homesitters Limited was established in 1980 to provide a nationwide live-in caretaking service; the company now has nearly 1,000 meticulously vetted employees. Homesitters enable you to go away with peace of mind knowing that your property and pets are well cared for in your absence.

We encourage use of Homesitters' service and have negotiated a discounted tariff for Towergate Underwriting Private Clients Home Insurance policyholders. In recognition of Homesitters' contribution to security, we will give you a discount off your renewal premium if you use this service.

You can contact Homesitters on telephone no. **01296 630 730**

### Valuations

To assist our Home Insurance policyholders we have negotiated discounted fees with the following independent firms of specialist valuers and fine art consultants:

- Pall Mall Art Advisors **0845 882 2794**
- Quastel Associates **0208 952 9188**
- Gurr Johns **020 7839 4747**

If you require assistance with valuations and wish to take advantage of a discounted fee, please contact one of the above stating that you are a Towergate Underwriting Private Clients Home Insurance policyholder.

# Home Insurance Assistance

## Claims procedure

**In the event of a Home Emergency, where the services of a contractor are required, call 0800 917 0814.**

(Full details of this service are provided in Section 6.)

**If you need to make a claim under Sections 1 to 4:**

- contact your professional adviser who arranged this insurance for you. Refer to your schedule for details
- alternatively call us on **01708 777876**.

To ensure we maintain a high-quality service, we may monitor or record phone calls.

From the moment you or your professional adviser calls, we will take full responsibility for dealing with your claim. When you phone, you will be asked for your policy number and details of your claim.

We will:

- confirm whether the event is covered
- if necessary, arrange for a loss adjuster to contact you immediately
- give you advice on how your claim will be dealt with and any excess you will have to pay.

In most cases you will not need to complete a claim form.

If we cannot settle immediately, your claim will be under the personal control of a nominated claims handler who will manage the whole claim and will act as your point of contact. We will give you regular progress reports and settle your claim as fairly and promptly as possible.

If a claim is made for loss or damage under more than one Cover or Section resulting from the same cause and at the same time, you will only pay one excess and if different excesses apply, you will pay the higher amount.

The sums insured will not be reduced following payment of a claim provided that you implement immediately any recommendations we make to prevent further loss or damage and effect all repair or replacement work without delay.

**The claims procedures for Sections 5 and 6 are set out in those sections.**

**Please note that the payment of a claim may affect your no claims discount at your next renewal. You may want to balance this against the amount you are claiming, if this is a relatively small amount.**

## Claims standards

We are committed to providing a first class claims service.

- When you notify us of a claim, we will respond within 5 working days. Where appropriate, we will arrange for the damage to be inspected within 5 working days.
- Our claims procedure will be explained to you and will include any action you may have to take
- We will give you regular progress reports
- Your letters, facsimiles and e-mails will be answered within 5 working days
- If we undertake to arrange repairs or replacements, we will do so within 5 working days
- In the event that we refuse all or part of your claim or offer you less than you have claimed, we will explain why
- Once your claim is agreed, we will issue our cheque in settlement within 5 working days.

For further claims information please refer to

- the Claims Condition on page 13
- the Basis of claims settlement in the relevant section of the policy under which you are claiming.



# Home Insurance Assistance

## Complaints procedure

We are committed to giving you a first class service at all times and will make every effort to meet the high standards we have set. If you feel that we have not attained the standard of service that you would expect or if you are dissatisfied in any other way, then this is the procedure that you should follow:

**If you have a complaint under Sections 1 to 4** (or to obtain a copy of our complaint handling procedures):

In the first instance you or your professional adviser should contact us at

Towergate Underwriting Private Clients – The Managing Director  
Towergate House  
St Edwards Court  
London Road  
Romford  
Essex  
RM7 9QD

Telephone No. **01708 777710**  
Fax No. **01708 777711**

If you remain dissatisfied you may refer your complaint to

The Financial Insurance Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone No. **0300 123 9123 or 0800 023 4567**  
Website address: **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

Please note that the Financial Ombudsman Service will normally only consider a complaint once we have issued a final response.

Nothing in the terms and conditions of this policy will reduce your statutory rights relating to faulty or mis-described goods or services. For further information about your statutory rights, you should contact your local authority Trading Standards Department or Citizen's Advice Bureau.

**The complaints procedures for Sections 5 and 6 are set out in those sections.**

# Home Insurance Assistance

## Financial Services Compensation Scheme

All insurers who provide insurance protection under this policy are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the FSCS.

Financial Services Compensation Services  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU  
Website address: [www.fscs.org.uk](http://www.fscs.org.uk)

## Customers with a disability

We are able to provide, upon request, audio tapes, large print and Braille documentation. Please advise us via your insurance adviser, if you require any of these services to be provided so that we can communicate in an appropriate manner. This service is provided in accordance with the Disability Discrimination Act 1995.

# Definitions

Any words or expressions listed below will carry the same meaning wherever they appear in bold in Sections 1 to 4 of the policy, unless stated otherwise. Sections 5 and 6 may contain additional words and expressions with meanings specific to those sections.

<b>accidental damage</b>	damage caused by accidental and external means
<b>act of terrorism</b>	<p>an act or threatened act of persons acting alone or on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government and</p> <ul style="list-style-type: none"><li>- involves a violent or an unlawful use of force of an unlawful act dangerous to human life, property or infrastructure, or a threat thereof and</li><li>- is or appears to be intended to intimidate or coerce a civilian population or disrupt any segment of the economy of any government, state or country or overthrow, influence or affect the conduct or policy of any government by intimidation or coercion or affect the control of any government by mass destruction, assassination, kidnapping or hostage-taking and</li><li>- is committed for political, religious, ideological, ethnic or other similar purposes</li></ul>
<b>art and antiques</b>	<p>individual items, collections and sets that have artistic or historical value, are rare or unique and are used solely for domestic purposes, all belonging to <b>you</b> or <b>your</b> family or for which <b>you</b> or <b>your</b> family are legally responsible including</p> <ul style="list-style-type: none"><li>- antique and designer furniture</li><li>- paintings, drawings, etchings, maps, prints, photographs, books and manuscripts</li><li>- tapestries and rugs</li><li>- clocks and barometers</li><li>- statues and sculptures</li><li>- stamps, coins, medals, collectables and other fine art</li><li>- china, glassware and porcelain</li><li>- household gold, platinum, pewter and silverware including plate</li><li>- guns</li></ul>
<b>bodily injury</b>	death, injury, illness, disease or shock
<b>buildings</b>	the <b>home</b> and its walls, fences, gates, hedges, permanent fixtures and fittings, alarm systems, driveways, paths, steps, terraces, patios, permanently installed swimming pools and hot tubs, ornamental ponds, fountains, swimming pool covers and accessories, hard tennis courts, solar panels and associated power-generating equipment, wind turbines used for domestic purposes and service tanks all on the same site including the underground services, inspection hatches and covers all supplying <b>your home</b>
<b>business equipment</b>	office furniture and office equipment, supplies and stock, all owned by <b>you</b> or <b>your family</b> and used in connection with <b>your</b> business or employment
<b>contents</b>	<p>the following property that is solely used for domestic purposes and <b>business equipment</b>, all belonging to <b>you</b> or <b>your family</b> or for which <b>you</b> or <b>your family</b> are legally responsible and normally kept at <b>your home</b></p> <ul style="list-style-type: none"><li>- household goods, furniture and furnishings and personal effects</li><li>- children's battery powered ride on vehicles, motorised or pedestrian controlled gardening equipment, power assisted pedal cycles, electric wheelchairs, Class 1 or Class 2 mobility scooters and golf buggies</li><li>- quad bikes that do not require a Road Traffic Act Certificate of Insurance</li><li>- go-karts and off-road motorcycles with an engine size of 50cc or less</li><li>- <b>tenant's improvements</b></li><li>- fixtures and fittings and interior decorations for which <b>you</b> or <b>your family</b> are legally responsible as occupier and not as owner</li><li>- aerials, satellite dishes and CCTV equipment</li><li>- marquees and associated equipment</li><li>- trailers and non-motorised horse-boxes</li><li>- surfboards and hand or wind propelled watercraft not exceeding 12 feet in length and its associated equipment</li><li>- <b>art and antiques</b> up to £15,000 in total</li><li>- <b>jewellery and watches</b> up to £7,500 in total</li><li>- <b>outdoor items</b></li></ul>

# Definitions

<b>credit cards</b>	credit, debit, cheque, charge, store and cash dispenser cards all belonging to or held by <b>you</b> or <b>your family</b> solely for private purposes
<b>domestic employee</b>	any person who carries out paid domestic duties for <b>you</b> within <b>your home</b> and/or its garden, other than in connection with <b>your</b> business
<b>electronic equipment</b>	any computer equipment system or software, or any product, equipment or machinery containing, connecting to or operated by means of a micro or data processor chip
<b>electronic failure</b>	any loss or damage to any property caused directly or indirectly by the failure of any <b>electronic equipment</b> to recognise, accept, respond to or process any data or instruction
<b>endorsement</b>	any variation in the printed terms of the policy
<b>excess</b>	the first part of each and every claim which <b>you</b> must pay
<b>home</b>	the private dwelling, garages, domestic outbuildings and greenhouses at the risk address(es) shown in the <b>schedule</b>
<b>jewellery and watches</b>	a) items that are worn or intended to be worn and made of gold, silver, platinum or other precious metals and/or set with precious or semi-precious stones b) watches all belonging to <b>you</b> or <b>your family</b> , or for which <b>you</b> or <b>your family</b> are legally responsible
<b>operative sections</b>	those sections which <b>you</b> have selected and for which cover is provided under this policy
<b>outdoor items</b>	garden statuary, garden furniture, swings, slides and climbing frames, flower containers and urns all kept in the garden of <b>your home</b> either temporarily or permanently
<b>period of insurance</b>	the period that cover is effective, as stated in the <b>schedule</b>
<b>personal money</b>	cash, bank and currency notes, cheques, money and postal orders, bankers drafts, current postage stamps, saving stamps and certificates, premium bonds, share certificates, luncheon vouchers, travellers cheques, travel tickets, sports season tickets, ski passes and gift vouchers all belonging to or held by <b>you</b> or <b>your family</b> solely for private purposes
<b>schedule</b>	this provides details of the person or persons insured, the <b>period of insurance</b> , the <b>operative sections</b> of the policy and the sums insured which apply and specifies any <b>endorsements</b> and memoranda which amend the standard policy wording
<b>temporarily removed</b>	removed from <b>your home</b> for a period of no more than 60 consecutive days
<b>tenant's improvements</b>	improvements, alterations and decorations which have been undertaken to <b>your home</b> either by <b>you</b> or a previous occupier, as tenant and for which <b>you</b> are legally responsible as occupier and not as owner of the <b>buildings</b>
<b>territorial limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
<b>unoccupied</b>	when <b>your home</b> is - insufficiently furnished for normal living purposes for more than 30 consecutive days or - not lived in by <b>you</b> or <b>your family</b> or by any adult person with <b>your</b> permission for more than 60 consecutive days
<b>we/us/our/Company</b>	may mean Sterling Insurance Company Limited as underwriters and/or Towergate Underwriting Private Clients as administrators as the context may require
<b>you or your</b>	the person or persons named in the <b>schedule</b> as the Insured
<b>your family</b>	<b>your</b> spouse, partner, children, foster children, parents and other relatives, permanently living with <b>you</b> .

# General Conditions – applicable to all Sections

## Cancellation

**You** may cancel this policy by giving **us** written instructions. **We** may cancel this policy, where there is a valid reason for doing so, by sending **you** 21 days notices by recorded delivery to **your** last known address.

Valid reasons may include but are not limited to:

- Non payment of any premiums due
- **Us** being unable to continue providing cover due to Changes in risk – See General Condition below
- Non compliance with the terms and conditions of the policy
- Where **you** fail to exercise **your** Duty of care or if **we** have reason to suspect Fraud – See General Conditions on Page 14

**You** may of course contact **us** within the 21 day notice period and if **we** are able to resolve the matter satisfactorily, then notice of cancellation will be withdrawn.

In the event of cancellation by **you** after the 21 days described under “Our Promise of Satisfaction and Service”, or by **us** at any time, **we** will refund a proportionate part of the premium paid in respect of the unexpired term of this policy unless a claim or an incident likely to give rise to a claim has occurred during the current **period of insurance**.

If this policy is cancelled, then all cover provided under Sections 5 and 6 of this policy will also be cancelled.

## Changes in risk

**You** must notify **us** immediately of any changes in circumstances which may increase the possibility of loss, damage or legal liability covered by this policy. For example, **we** would need **you** to notify **us**:

- of any change to the occupancy of **your** home or if it is to be left **unoccupied** for period of more than 60 consecutive days, or
- if **you** or anyone living with **you**:
  - o have been convicted of any criminal offence (other than a motoring conviction or if it is deemed to be spent under the Rehabilitation of Offenders Act) or have any such prosecution pending, or
  - o have been declared bankrupt, entered into an IVA (Individual Voluntary Agreement) or become subject to bankruptcy proceedings, or
  - o have changed their occupation or profession in the last 12 months, or
- if **you** are to have any building works undertaken to **your** home, including works involving the use or process of heat, where the cost of such works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor, or
- if **you** have suffered a break-in or attempted break-in to **your** home which **you** have not previously notified **us** of, or
- if any business activities are being undertaken at **your** home which **you** have not previously notified **us** of.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt, please contact **your** insurance adviser directly as failure to notify **us** of any such changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

**We** recommend that **you** keep a copy or a record of all information **you** give to us.

## Claims

In the event of a claim or possible claim **you** must

- advise the Police as soon as reasonably possible if there has been theft, attempted theft, riot damage, vandalism or any malicious act or if any insured property has been lost outside **your home**
- advise **us** as soon as reasonably possible
- not admit or deny liability without **our** written consent
- send **us** all documentation relating to any court proceedings as soon as it is received
- provide **us**, if requested, with all assistance, details and evidence **we** may reasonably require to substantiate **your** claim or enable **us** to pursue a recovery under the Subrogation Condition (see page 14) including, but not limited to, relevant purchase receipts, invoices, bank or **credit card** statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or estimates for the replacement or repair of damaged property.

**We** will pay for any expenses **you** necessarily incur, subject to **our** prior consent and approval, in providing **us** with any of the above.

## Compliance with terms

The **Company's** liability to make any payment under the policy will be conditional upon compliance with the terms and conditions of the policy.

# General Conditions – applicable to all Sections

## Contracts (Rights of Third Parties) Act

Unless otherwise specifically provided in this policy, no person, persons, company or other party who is not named as the Insured in this policy shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any right or remedy of a third party that exists or is available apart from that Act.

## Duty of care

**You** and **your family** must take all reasonable steps to prevent loss, damage, accident or **bodily injury** and to maintain the property insured in a good state of repair.

## Fraud

If any claim is fraudulent in any respect or fraudulent means are used to obtain benefit under this policy or if any damage is caused by the wilful act or with the connivance of **you** or **your family** or anyone acting on **your** or their behalf all benefits under this policy will be forfeited from the date of the incident or circumstances in respect of which the fraudulent claim is made.

## Law applicable to this contract

Under United Kingdom law the parties to the contract have the right to request the law which will apply. In the absence of any agreement to the contrary, English law applies.

## Other insurance

**We** will not pay for any loss, damage, legal liability or other event giving rise to a claim covered under this policy if **you** are entitled to be paid by any other insurance which covers the same loss, damage, legal liability or other event.

## Rights

**We** are entitled to enter any building where loss or damage to property insured by this policy has occurred and to take possession of and deal with any salvage, as we consider appropriate.

## Subrogation

This means that **we** may take over and deal with, in **your** name, the defence or settlement of any claim. **We** will pay any costs and expenses involved. **We** may also start proceedings in **your** name to recover, for **our** benefit, the amount of payment **we** have made under this policy.

## Theft Security

In the event of a theft or attempted theft from **your home**, **you** must take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not implement these improvements, **we** may exercise **our** right to discontinue theft cover.

## Transfer of interest

**You** may not transfer **your** interest in the policy without **our** consent.

# General Exceptions – applicable to all Sections

## What you are not covered for:

1. loss or damage or any claim caused by
  - deliberate acts by **you** or **your family** or by malicious acts by tenants, paying guests or **domestic employees**
  - wear, tear or any gradually operating cause
  - confiscation or detention by Customs or other officials or authorities
2. any loss of any kind incurred by **you** or **your family** which is not directly associated with the incident that caused **you** to claim (except as stated in the policy)
3. any loss, damage or legal liability occurring before the commencement of this insurance
4. any loss, damage or legal liability arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss or damage or injury directly or indirectly caused by such pollution or contamination unless it is caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the **period of insurance**
5. a) loss or damage caused by or liability arising from any **electronic failure** of **electronic equipment**.  
Subsequent loss or damage which is otherwise covered by **your** policy is nevertheless insured.  
b) direct or indirect loss or damage caused to **electronic equipment** by **electronic failure**
6. any loss, destruction or damage to property, any expense, legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from erasure, loss, distortion or corruption of information on, or reduction in the functionality, availability or operation of any **electronic equipment**, whether belonging to **you** or not, caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
7. any loss or damage resulting from building works to **your home**, including works involving the use or process of heat, where the cost of the building works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
8. any loss or damage to property, any cost or expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - a) consequence of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising or military or usurped power, or
  - b) biological or chemical contamination due to any **act of terrorism**
  - c) any action taken in controlling, preventing, suppressing or in any way relating to a) and/or b) stated above.If **we** allege that any loss, damage, cost, expense or legal liability is not covered by this policy by reason of this exclusion, the burden of proving the contrary is on **you**
9. any loss or damage to property, any expense or legal liability or **bodily injury** directly or indirectly caused by or contributed to by or arising from
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
  - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed
10. any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos, asbestos fibres or any derivative of asbestos.

# Section 1 – Buildings

## What you are covered for:

1. The **buildings** are insured against loss or damage.

2. **Alternative accommodation and loss of rent**

If **your home** is made uninhabitable following loss or damage to the **buildings** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior consent and approval) for **you, your family, your** domestic pets and horses
- any rent which ceases to be payable to **you**, if **you** rent out all or part of **your home** up to a maximum period of 3 years.

If, at the time of loss or damage, the sum insured on **buildings** was less than 80% of its full replacement cost as published by the Association of British Insurers on behalf of the Building Cost Information Service of the Royal Institution of Chartered Surveyors, the maximum amount **we** will pay for any one claim will be 20% of the sum insured on **buildings**.

3. **Architects' and surveyors' fees and other costs**

Following loss or damage to the **buildings** covered by this section **we** will, subject to our prior consent and approval, pay necessarily incurred

- architects', surveyors', legal and other fees
- removal of debris costs
- additional costs involved in complying with statutory regulations or local authority requirements, other than when loss or damage occurs after a Notice to Comply has been served on **you**.

4. **Environmental home upgrade**

**We** will pay up to £2,500, subject to **our** prior consent and approval, towards the cost of installing a solar, wind or geothermal electrical power-generating system following a valid claim under this policy for loss or damage to the **buildings**, as part of the repairs to the electrical, heating or water system, provided that

- the net final settlement cost of **your** claim will be greater than £20,000 (before the application of this additional benefit)
- **you** had not previously had a solar, wind or geothermal electrical power-generating system installed at **your home**.

**We** will not pay under this Cover if **we** have agreed to pay for 'Preventative measures' stated elsewhere in this policy, which results from the same incident.

5. **Environmental home additional costs**

If, following a valid claim under this policy for loss or damage to any solar, wind or geothermal electrical power-generating system, **you** have to purchase **your** electrical power from a power utility company **we** will, subject to **our** prior consent and approval, pay up to £2,500 for additional costs incurred for up to 12 months, including loss of income derived from any excess power generated, based on statistics recorded up to 12 months prior to the date of the loss.

6. **Fixtures and fittings temporarily removed**

**We** will pay for loss or damage to fixtures and fittings, that would normally form part of the **buildings**, whilst **temporarily removed** from **your home** to another building within the **territorial limits** up to 10% of the sum insured on **buildings**.

7. **Forced evacuation**

If a local authority prohibits **you** from living in **your home** following loss or damage having occurred to a neighbouring property that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to our prior consent and approval, pay the cost of necessary and comparable alternative accommodation for **you, your family, your** domestic pets and horses and any rent which ceases to be payable to **you**, up to a maximum period of 30 days.

8. **Mortgagee's interest**

Any act or neglect by **you** or the occupier of **your home**, which increases the possibility of loss or damage shall not prejudice the insured interest of the mortgagee provided that

- such act or neglect is entirely without the authority or knowledge of the mortgagee
- as soon as the mortgagee becomes aware of any such act or neglect written information is forwarded to **us** and any additional premium required is paid.

9. **New fixtures and contract works**

*For the purposes of this Cover 'contract works' is defined as: temporary or permanent works executed or in the course of execution at **your home** by **you** or on **your** behalf for the purposes of alterations or improvements to **your home** including unfixed site materials for use in connection therewith.*



# Section 1 – Buildings

**We** will pay up to £75,000 for loss of or damage to new fixtures, fittings and/or contract works owned by **you** or for which **you** are responsible, all kept within the boundaries of **your home**, whilst awaiting installation or construction.

**We** will not pay for any loss or damage

- where the cost of all contract works is in excess of £75,000 and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor (unless this has been agreed with **us**)
- caused by storm or frost to unfixated materials left in the open
- to contract works that are more specifically insured elsewhere.

## 10. Preventative measures

**We** will pay up to £2,500 towards the cost of installing at **your home**, either

- a) a water leak detection and prevention system following a claim under this policy for loss or damage caused by the escape of water from the mains domestic water or heating installation, or
- b) a flood prevention system following a claim under this policy for loss or damage caused by flood or by flooding resulting from storm

provided that:

- the net final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
- **you** did not have such a device installed at **your home** prior to the loss
- this has **our** prior consent and approval, which **we** will agree and decide during the claims settlement process.

**We** will not pay under this Cover if **we** agree to pay for either

- 'Preventative measures' under Section 2 of this policy, or
  - 'Environmental home upgrade' under this Section of the policy
- which results from the same incident.

## 11. Reinstatement of gardens and grass tennis courts

What **you** are covered for:

**We** will pay for the cost of re-landscaping **your** garden or grass tennis court including costs incurred to remove and dispose of debris, resulting from loss or damage caused by:

- fire, lightning, explosion, theft, attempted theft, impact by vehicles and aircraft, riot, civil commotion, malicious acts or vandalism, or
- the emergency services, or
- falling trees, telegraph poles, lamp posts or pylons or any parts thereof

What **you** are not covered for:

- the reinstatement of gardens or grass tennis courts caused by storm, flood or frost
- the replacement of fallen trees if they have fallen due to storm
- the reinstatement of any fields, meadows, pastures, paddocks or woodland or for the removal or replacement of any fallen trees in those areas
- costs relating to any undamaged part of the garden or tennis court
- more than £1,000 for the removal and/or replacement of any one tree, plant or shrub
- more than 5% of the sum insured on **buildings** for any one claim
- more than £25,000 during any one **period of insurance**

## 12. Sale cover

If **you** contract to sell the **buildings** of **your home** the purchaser will be entitled to the benefit provided by this section, between the exchange of contracts and the completion of the sale, provided that the purchaser completes the purchase and the **buildings** are not otherwise insured.

## 13. Trace and access

**We** will pay the cost (provided that this is incurred with **our** consent) of finding the source of any escape of water, oil or gas from any fixed domestic water or heating installation or oil tank, and the subsequent repair to walls, floors, ceilings, driveways, paths, patios or gardens. The maximum amount **we** will pay for any claim occurring outside **your home** is £15,000.

## What you are not covered for:

1. the amount of the **excess(es)** stated in the **schedule**
2. loss or damage caused by
  - freezing of water within permanently installed swimming pools, hot tubs, ornamental ponds, fountains or their respective associated plant, machinery and equipment
  - storm or flood to fences, hedges or gates other than electrically operated gates
  - felling or lopping of trees

# Section 1 – Buildings

- subsidence or heave (of the site on which **your home** stands) or landslip due to
    - river or coastal erosion
    - bedding down of new **buildings** or settlement of newly made up ground
    - movement of solid floor slabs unless the foundations beneath the external walls of **your home** are damaged at the same time and by the same cause
    - demolition or structural repairs or alterations to the **buildings**
    - inadequate foundations which do not meet building regulations current at the time of construction
  - subsidence or heave (of the site on which **your home** stands) or landslip to walls, fences, gates, hedges, service tanks, driveways, paths, steps, terraces, patios, ornamental ponds, fountains, permanently installed swimming pools, hot tubs, hard tennis courts and wind turbines unless the main building of **your home** is damaged at the same time and by the same cause
  - frost, settlement or shrinkage
  - faulty workmanship, defective design or use of defective materials
  - rusting, corrosion, wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - electrical or mechanical breakdown
3. loss or damage when **your home** is **unoccupied**, caused by
- theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from the locks
  - malicious acts or vandalism unless agreed by **us**
  - **accidental damage** to fixed glass and sanitary ware
  - freezing of water within any fixed water or heating installation
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
    - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained fixed water and heating installations, or
    - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
4. loss or damage when **your home** or any part of **your home** is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
5. loss or damage caused by or during the process of demolition, repair, restoration, renovation, treatment or structural repair or alteration, other than where provision is made under the 'New fixtures and contract works' Cover.
6. loss of or damage to
- **outdoor items**
  - piers, wharfs, docks, jetties or moorings
  - aerials, satellite dishes and CCTV equipment
7. loss or damage for which compensation is provided by legislation
8. the cost of maintenance and normal redecoration
9. loss or damage to underground services
- for which **you** are not legally liable
  - caused by gradual deterioration or wear and tear.

## Inflation Protection

The sums insured shown in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes in the appropriate indices. At each renewal the premium will be calculated on the adjusted sums insured.

# Section 1 – Buildings

## Basis of claims settlement

The sum insured on **buildings** must represent the full replacement value of the **buildings** including the additional expenditure listed under Cover 3 – Architects' and surveyors' fees and other costs.

### We will

- at **our** option either
  - reinstate or replace the damaged **buildings** or any damaged part of the **buildings**, or
  - pay the cost of any necessary repair or replacement work
- make a deduction for wear, tear or betterment if
  - the sum(s) insured on **buildings** at the time of the loss or damage is less than the cost of rebuilding, or
  - the **buildings** have not been maintained in good repair or decorative order.

### Matching items

**We** will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched other than fitted kitchens and bathroom suites.

### Extended replacement

Provided **your home** is not a listed **building we** will if necessary, pay up to 150% of the sum(s) insured on **buildings** but only if:

- **we** have approved a valuation or an appraisal that has been undertaken on the **buildings**, which is no more than five years old; and
  - the sum(s) insured have been maintained by **you** since the date of the approved valuation or appraisal to represent the full rebuilding cost, including any adjustments suggested by **us**, re-evaluations and the annual adjustments for inflation; and
  - **you** advise **us** of any planned additions, alterations or renovations to **your home** to reduce the possibility of being underinsured; and
  - **you** reinstate, replace or repair the **buildings** at the same location; and
  - **your** mortgagee or its assignees have not recalled **your** mortgage leaving **you** unable to reinstate, replace or repair the **buildings**; and
  - **you** commence reinstatement, replacement or repair to the damaged **buildings** within 180 days from the date of a partial loss.
- 1) If **we** specifically agree to provide this extended replacement cover for a listed building, this will be stated in a specific endorsement that **we** shall issue to **your** policy.
  - 2) When **you** advise **us** of any planned additions, alterations or renovations to **your home**, this extension of cover shall be suspended from the commencement of such works until **you** notify **us** when the works have been completed.

### Excess

**We** will deduct the amount of any applicable **excess** shown in the **schedule**. However, the **excess** will not apply to Covers 2, 3, 4, 5, 7, 8 or 10.

### The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule**, plus index linked increases less the amount of any applicable **excess** unless the extended replacement cover applies. **We** will also pay costs incurred under Cover 2 – Alternative accommodation and loss of rent.

# Section 2 – Contents

## What you are covered for:

1. The **contents** are insured against loss or damage whilst at **your home** or anywhere in the world unless otherwise stated.

### 2. Additional homes

**We** will pay for loss of or damage to **contents** at a private residence situated within the **territorial limits** which **you** own or live in and which is not listed in the **schedule** provided that such property is not otherwise insured and that **you** advise **us** within 60 days of first owning or occupying the additional residence whichever occurs first. **You** must also pay **us** any additional premium that may be required. **We** reserve the right not to insure the **contents** at the additional residence or apply terms, at the point **we** are advised.

*For the purposes of this Cover, the definition of 'home' is deemed to include the private dwelling, garages and domestic outbuildings of any such additional residence.*

The maximum amount **we** will pay is 15% of the sum insured on **contents** up to £50,000 in total.

### 3. Alternative accommodation and rent

If **your home** is made uninhabitable following loss or damage to the **contents** by any cause insured by this section **we** will pay

- the cost of necessary and comparable alternative accommodation (subject to **our** prior consent and approval) for **you**, **your family**, **your** domestic pets and horses
- the cost for the temporary storage of **your** furniture
- any rent which **you** may still have to pay
- any rent which ceases to be payable to **you** if **you** rent out all or part of **your home** up to a maximum period of 3 years.

### 4. Business equipment

**We** will pay for loss of or damage to **business equipment** up to £20,000 and the maximum **we** will pay for supplies and stock used in connection with **your** business is £10,000. **We** will not pay for any subsequent loss of profits or turnover resulting from any such loss or damage.

### 5. Car jacking

#### What you are covered for:

Subject to **our** prior consent and approval, **we** will pay for costs necessarily incurred as a result of a car jacking incident that directly involves **you** or a member of **your family** up to

- £7,500 for associated medical and psychiatric expenses incurred for a period of 12 months from the date of the incident
- £1,500 for any one occurrence towards the cost of necessary temporary accommodation, travel and meals
- £2,500 for lost earnings of **you** or a member of **your family**

and no more than £10,000 in any one period of insurance.

#### What you are not covered for:

Any claim made which occurs in a country where the Foreign and Commonwealth Office has advised against travel.

### 6. Dependent parents or grandparents possessions

**We** will pay for loss or damage to **contents** belonging to **your** dependent parents or grandparents who are residing in a nursing or residential care home up to £10,000.

### 7. Fatal injury or acquired disability

In the event of injury to **you** or any member of **your family** caused by fire or assault by thieves in **your home**, **we** will pay

- £25,000 if such injury results in the death of **you** or **your** spouse or partner within 3 months of the incident, and/or
- £5,000 if such injury results in the death of any other member of **your family** within 3 months of the incident, and/or
- up to £15,000 for necessary alterations to **your home** if such injury results in a permanent physical disability.

The maximum **we** will pay for any one incident is £50,000.

### 8. Fraudulent use of Credit Cards, Bank or Building Society Books

If **you** suffer financial loss resulting from the fraudulent use of **your credit cards**, bank or building society books anywhere in the world **we** will pay up to £30,000 provided the loss is reported to the issuing organisation within 24 hours of discovery and **you** comply with all the terms and conditions under which the **credit card** is issued.

# Section 2 – Contents

## 9. Gifts

**We** will pay up to 20% of the sum insured on **contents** for loss of or damage to **contents** purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event.

## 10. Guests and domestic employees personal property

Loss of or damage to **contents** in **your home** belonging to guests or **domestic employees** permanently residing with **you** up to £5,000 provided such **contents** are not otherwise insured. The maximum amount **we** will pay for any one article is £500.

## 11. Hire of replacement golf clubs overseas

Following loss or damage to **your** golf clubs or any that **you** may have hired or borrowed whilst **you** are playing golf outside the **territorial limits**, **we** will pay up to £25 per day subject to a maximum of £250 for the necessary hire of replacement clubs. An invoice for the cost of the hire must be submitted to **us** in the event of a claim.

## 12. Hole in one

In the event of a hole in one being achieved by **you** in an official golf competition, **we** will pay £500. The scorecard and certificate from **your** club or the match secretary must be submitted to **us** in the event of a claim.

## 13. Household removal

**We** will pay for loss of or damage to **contents** occurring during the course of a household removal within the **territorial limits** provided that

- it is undertaken by professional removal contractors
- any claim for loss or damage caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.

## 14. Kidnap and ransom

### What you are covered for:

Subject to **our** prior consent and approval **we** will pay up to £10,000 in total for any one occurrence for the following costs that **you** or a member of **your family** incur as a result of being kidnapped and held against **your** or their will in exchange for a demand for a ransom payment for **your** or their release

- the necessary cost of using professional services such as a negotiator, a public relations consultant or a forensic analyst
- the cost of using professional security guards or seeking advice from professional security consultants
- costs for necessary temporary accommodation, travel, meals, advertising, telephone and other means of communication
- associated medical and psychiatric expenses incurred by the kidnapped person for a period of 12 months from the date of release
- associated legal fees and expenses
- lost earnings of **you** or a member of **your family** up to a maximum of £5,000.

### What you are not covered for:

- any claim made which occurs in any country where the Foreign and Commonwealth Office has advised against travel
- costs incurred due to any kidnap and ransom caused by **you** or **your family** or by a member of **your family** who no longer resides with **you**.

## 15. Marquees

**We** will pay up to £30,000 for loss or damage to marquees and associated equipment owned by **you** or which **you** have temporarily hired and are legally responsible for, provided it is not insured elsewhere.

## 16. Metered water or heating oil

**We** will pay for additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation at **your home** up to £10,000 other than when **your home** is **unoccupied**.

## 17. New purchases

**We** will pay for loss of or damage to **contents** that are newly purchased provided that **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 20% of the total sum insured under this section.

## 18. Outdoor items

Loss of or damage to **outdoor items** whilst in the garden of **your home** up to £25,000 unless otherwise stated in the **schedule**.

## 19. Personal money

Loss of or damage to **personal money** occurring anywhere in the world up to £5,000.

# Section 2 – Contents

## 20. Preventative measures

**We** will pay up to £2,500 towards the cost of installing at **your home**, either

- a) a water leak detection and prevention system following a claim under this policy for loss or damage caused by the escape of water from the mains domestic water or heating installation, or
- b) a flood prevention system following a claim under this policy for loss or damage caused by flood or by flooding resulting from storm

provided that:

- the net final settlement cost of **your** claim is greater than £20,000 (before the application of this additional benefit)
- **you** did not have such a device installed at **your home** prior to the loss
- this has **our** prior consent and approval, which **we** will agree and decide during the claims settlement process.

## 21. Reinstatement of data

**We** will pay the cost of reinstating lost data or records, including digital downloads stored on **your** computer or other item of **electronic equipment** up to £10,000 other than when resulting from an error in computer programming, installation or malfunction.

## 22. Reinstatement of documents

**We** will pay the cost of replacing lost or damaged deeds, bonds, securities or similar private documents up to £10,000.

## 23. Removal of debris costs

Following loss or damage to the **contents** covered by this section **we** will, subject to **our** prior consent and approval, pay for costs that are necessarily incurred in removing the debris of any damage to **contents**.

## 24. Replacement locks and keys

If **your** keys to **your home** are accidentally lost or stolen **we** will pay for the cost of purchasing and installing any external door and window locks, key operated alarm switches, safe locks, gate or garage door security mechanism and the replacement of such keys. For the purposes of this cover a 'key' will include key fobs and other remote controlled devices used for security purposes.

## 25. Reward

**We** will pay up to £10,000 to anyone (other than **you**, **your family** or the Police) for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this policy.

## 26. Stabling costs

If any stables not at **your home** at which **your** horse(s) is/are kept is unable to continue to accommodate **your** horse(s) as a result of sustaining loss or damage by any cause that would be covered by this policy, **we** will pay the additional costs incurred, including any increase in rent, in moving **your** horse(s) to comparable alternative stabling up to £2,500 provided this is not otherwise covered by any other insurance.

## 27. Stalking

### What you are covered for:

Subject to **our** prior consent and approval **we** will pay for costs that **you** or **your family** incur as a result of, or a threat of, stalking, physical injury, harassment or damage to **your home** caused by a third party who is subject to an injunction or order of a court of competent jurisdiction up to

- £15,000 for any one occurrence to carry out agreed improvements to the security at **your home**
- £5,000 for any one occurrence towards the cost of necessary temporary accommodation
- £7,500 for any one occurrence for the cost of using professional security guards or seeking advice from professional security consultants

and no more than £20,000 in any one **period of insurance**.

### What you are not covered for:

- any claim made which occurs outside the **territorial limits**
- any incident which began or had the injunction or Court Order issued prior to the commencement of this policy
- any incident which involves a counter claim by the third party for stalking, physical damage, harassment or property damage caused by **you** or **your family**.

## 28. Trauma cover

In the event of a violent crime being committed against **you** or any member of **your family** in **your home**, **we** will pay up to

- £500 for professional Private counselling fees
- £1,000 towards the cost of necessary temporary accommodation for a period of no more than 7 days immediately following the incident

# Section 2 – Contents

- £15,000 (subject to **our** prior consent and approval) to either carry out necessary improvements to the security at **your home**, or for necessary conveyancing, removal and estate agency fees if, within 90 days of the incident, **you** feel compelled to move house and had not already planned to do so. This benefit will cease to be payable after 12 months from the date of the incident.

## What you are not covered for:

1. the amount of the **excess(es)** stated in the **schedule**
2. loss or damage caused by
  - theft or attempted theft
    - of possessions of student members of **your family** whilst attending school, university or college, or of pedal cycles, from any building other than **your home** unless force and violence is used to gain entry or exit
    - by deception unless deception is used solely to gain entry to **your home**
    - of motorised garden and agricultural equipment, quad bikes, go-karts or off-road motorcycles between the hours of 21:00 and 06:00 unless from a locked building
    - of trailers and non-motorized horse-boxes unless secured with an anti-theft device when left unattended
  - river or coastal erosion
  - faulty workmanship, defective design or use of defective materials
  - wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - storm or flood or frost to **contents** left temporarily or permanently in the open other than aerials, satellite dishes or marquees
  - electrical or mechanical breakdown other than where this involves deterioration of food in **your** freezer(s)
3. loss of or damage to
  - motor vehicles, motorcycles, caravans, aircraft and watercraft (other than as described under **contents**) and their respective accessories other than portable satellite navigation systems
  - radios and other audio and telephone equipment installed in or on any motor vehicle unless specified
  - equipment used for hang-gliding, mountaineering, parachuting, potholing, windsurfing and underwater sports other than when it is kept in **your home**
  - quad bikes, go-karts or off-road motorcycles
    - whilst being driven
    - if left unattended either temporarily or permanently in the open
  - watercraft (as defined under **contents**)
    - whilst being used for racing, speed testing or in any slalom event or in white water
    - protective covers or sails that are split by the wind
    - if not stored ashore when not being used
  - sports equipment while taking part in professional sport
  - **personal money**
    - unless the loss is reported to the Police within 24 hours of discovery
    - held for business or professional purposes
    - whilst in storage
    - as a result of
      - shortages due to error, omission, depreciation or confiscation
      - theft from
        - garages, domestic outbuildings or greenhouses
        - unattended motor vehicles
  - pedal cycles or their accessories
    - when left unattended away from **your home** unless securely locked
    - while being used for racing or time trials
  - wine resulting from
    - mysterious disappearance, evaporation or gradual leakage
    - the failure of any temperature controlling device
    - climatic conditions, cork fly or inherent vice
    - conversion, misappropriation or failure to keep proper records by any supplier
4. loss or damage caused by or during the process of repairing, restoring, renovating, treating, cleaning, washing, dyeing, installation, adjustment or dismantling

# Section 2 – Contents

5. loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside

Where an item is secured to an external carrier that is attached to the vehicle (e.g. pedal cycles or skis) where it cannot be hidden from view, it must be locked to the carrier which itself must be secured to the vehicle

6. loss or damage occurring whilst in storage
  - unless removed to a commercial storage facility
  - unless any theft or attempted theft involves force and violence to gain entry or exit
  - if the period of storage is greater than 60 days (unless **you** have agreed this with **us** and paid any additional premium required)
  - if this is more than 25% of the sum insured on **contents** (unless **you** have agreed this with **us** and paid any additional premium required)
7. loss or damage when **your home** is **unoccupied**, caused by
  - theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks
  - malicious acts or vandalism unless agreed by **us**
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
    - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained the fixed water and heating installations, or
    - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
8. loss or damage when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit
9. any subsequent loss of profits or turnover resulting from any cause following loss of or damage to **business equipment**.

## Inflation Protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

## Basis of claims settlement

The total sums insured on **contents** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sum insured is adequate, **we** will at **our** option;

- pay the cost of repairing,
- pay the cost of replacing as new,
- replace as new, or
- make a cash payment

**We** may make a deduction for wear, tear or betterment if the total sum insured is not sufficient at the time of loss or damage.



# Section 2 – Contents

## Matching items

**We** will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set or suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched except:

- i) for items of **art and antiques, jewellery and watches** provided that **you** surrender any undamaged matching items and/or parts to **us** and **we** agree to accept them, **we** will at **our** option, replace or pay the replacement cost of the complete matching set
- ii) for all other **contents we** will pay up to 50% of the cost of replacing any undamaged matching item or parts of matching items

## Excess

**We** will deduct the amount of any applicable **excess** stated in the **schedule**. However, no **excess** is applicable to Covers 3, 5, 6, 7, 8, 10, 11, 12, 14, 19, 20, 21, 22, 23, 24, 25, 26, 27 or 28 and nor will it apply to claims made for loss or damage to frozen food.

## The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess**. **We** will also pay additional costs incurred under
  - Cover 3 – Alternative accommodation and rent
  - Cover 17 – New purchases
  - Cover 23 – Removal of debris costs
- **art and antiques** is £15,000
- **jewellery and watches** is £7,500
- any fur is £5,000
- any quad bike, go-kart or off-road motorcycle is £5,000
- any trailer or non-motorized horse-box is £5,000
- any watercraft as defined under **contents** is £5,000
- loss or damage from any unattended motor vehicle is £15,000 in total (including property insured by Section 3)
- possessions of student members of **your family** from any student accommodation whilst attending school, university or college is £15,000
- any specified item is the respective sum insured shown in the **schedule**.

# Section 3 – Art and antiques, jewellery and watches

## What you are covered for:

1. The **art and antiques, jewellery and watches** are insured against loss or damage whilst at **your home** or anywhere in the world, unless otherwise stated.
2. **Death of artist**  
**We** will pay for the increased value of art where such increase is due to the death of the artist provided that the artist's death occurs within 6 months prior to the date of the loss or damage. The maximum amount **we** will pay for any one piece of art is up to 200% of its sum insured and up to £50,000 in total.
3. **Defective Title**  
**We** will pay **you** the purchase price of an item insured under this section or if less, the sum insured shown in the **schedule** for a specified item, if it is subsequently proven that the item is not rightfully **yours** or **you** are legally obliged to return it to its rightful owner. **We** will not pay for claims under this additional cover
  - unless the item was purchased by **you** during the **period of insurance**
  - unless **you** advise **us** about the claim during the **period of insurance**
  - unless **you** can show **us** that **you** made reasonable enquiries about the provenance of this item prior to **your** purchase
  - if the item was inherited by **you** or given to **you** as a gift**We** will pay up to 20% of the sum insured on **art and antiques, jewellery and watches** for loss or damage to **art and antiques, jewellery and watches** purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event.  
The maximum amount **we** will pay is 10% of the total sum insured under this section or £25,000, whichever is the less.
4. **Gifts**  
**We** will pay up to 20% of the sum insured on **art and antiques, jewellery and watches** for loss or damage to **art and antiques, jewellery and watches** purchased as gifts (other than gift vouchers) for a birthday, wedding, anniversary, religious or other event celebrated by **you** or **your family** for the period from one month before until one month after the event.
5. **Household removal**  
**We** will pay for loss of or damage to **art and antiques** occurring during the course of a household removal within the **territorial limits** provided that
  - it is undertaken by professional removal contractors
  - any claim for loss or damage caused by theft or attempted theft involves force and violence to gain entry to or exit from the removal vehicle.
6. **New purchases**  
**We** will pay for loss of or damage to **art and antiques, jewellery and watches** that are newly purchased provided that **you** inform **us** within 60 days of the purchase and pay any additional premium required. The maximum amount **we** will pay is 20% of the total sum insured under this section.

## What you are not covered for:

1. the amount of the **excess(es)** stated in the **schedule**
2. loss or damage caused by
  - theft or attempted theft
    - of **art and antiques** from any building other than **your home** unless force and violence is used to gain entry or exit
    - by deception unless deception is used solely to gain entry to **your home**
  - river or coastal erosion
  - faulty workmanship, defective design or use of defective materials
  - wet or dry rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
  - electrical or mechanical breakdown
3. loss of or damage to
  - **art and antiques** in the open
  - **jewellery and watches** whilst in storage
  - **jewellery and watches** that are held or used for business or professional purposes

# Section 3 – Art and antiques, jewellery and watches

4. loss or damage caused by or during the process of repairing, restoring, renovating, treating, cleaning, washing, dyeing, installation, adjustment or dismantling
5. loss or damage from any unattended motor vehicle unless all windows are closed, all doors and other openings are securely locked shut and any property insured by this section is hidden from view in the boot, closed glove compartment, roof box or elsewhere inside the vehicle where it cannot be seen from the outside
6. loss or damage occurring to **art and antiques** whilst in storage
  - unless removed to a commercial storage facility
  - unless any theft or attempted theft involves force and violence to gain entry or exit
  - if the period of storage is greater than 60 days (unless **you** have agreed this with **us** and paid any additional premium required)
  - if this is more than 25% of the sum insured on **art and antiques** (unless **you** have agreed this with **us** and paid any additional premium required)
7. loss or damage when **your home** is **unoccupied**, caused by
  - theft or attempted theft unless all locks, bolts and other security devices are in full and effective operation and keys are removed from locks
  - malicious acts or vandalism unless agreed by **us**
  - escape of water or leakage of oil from any fixed water or heating installation or domestic appliance unless, prior to **your home** being **unoccupied**
    - **you** had set the central heating system to operate continually at a minimum temperature of 15 degrees centigrade during the months from November to March inclusive or **you** had shut off and drained the fixed water and heating installations, or
    - **you** had informed **us** and **we** agreed an alternative arrangement with **you** beforehand
8. loss or damage when **your home** or any part is let or lent or occupied by tenants or paying guests, caused by theft or attempted theft unless force and violence is used to gain entry or exit.

## Inflation Protection

The sums insured stated in the **schedule** for this section are index linked and will be adjusted each month in line with the percentage changes to the appropriate indices. At each renewal, the premium will be calculated on the adjusted sums insured.

## Basis of claims settlement

The total sums insured on **art and antiques, jewellery and watches** must represent the full market value or the cost of replacement, whichever is the greater.

Provided the total sum insured is adequate, **we** will at **our** option;

- pay the cost of repairing,
- pay the cost of replacing as new,
- replace as new, or
- make a cash payment

### Agreed values

If an item specified under this section is totally destroyed or irrecoverably lost or declared a constructive total loss by **us**, **you** will have the option either to replace it or receive a cash payment equivalent to the sum insured stated against the item in the **schedule**.

### Extended replacement

If, at the time of loss or damage, the market value of a specified item has increased beyond the sum insured stated herein, **we** will pay up to 125% of that sum insured provided **you** can submit a professional valuation of the item to **us** which is no more than three years old. This is subject to the sum insured having been maintained by **you** since the date of the valuation to represent the full replacement cost, including any re-evaluations and annual adjustments for inflation.

### Partial loss or damage

In the event of partial loss or damage, **we** will pay the cost and expense of restoration together with any residual depreciation in value.

# Section 3 – Art and antiques, jewellery and watches

## Matching items

**We** will not pay for the cost of replacing any undamaged item or parts of items forming part of a pair, set or suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part and replacement cannot be matched other than if **you** surrender any undamaged matching items and/or parts to **us** and **we** agree to accept them, **we** will at **our** option, replace or pay the replacement cost of the complete matching set.

## Excess

**We** will deduct the amount of any applicable **excess** stated in the **schedule**. However, no **excess** is applicable to Covers 2 or 3.

## The maximum amount payable

The maximum amount **we** will pay for

- any one claim is the sum insured shown in the **schedule** for this section plus index linked increases less the amount of any applicable **excess** unless extended replacement cover applies. **We** will also pay additional costs incurred under
  - Cover 2 – Death of artist
  - Cover 6 – New Purchases
- any single article, pair, set or collection of **art and antiques** is £25,000 unless specified
- any single article, pair, set or collection of **jewellery and watches** is £5,000 unless specified
- loss of or damage to **jewellery and watches** whilst contained in baggage or in transit outside the personal control of **you** or an adult member of **your family** is £1,000
- loss or damage from any unattended motor vehicle is £15,000 in total (including property insured by Section 2)
- any specified item is the respective sum insured shown in the **schedule**.

# Section 4 – Liabilities

## What you are covered for:

### 1. Occupiers', personal and employers' liability

Provided that **your contents** are insured under Section 2 of this policy, **we** will cover **you** or **your family** and if requested by **you**, **your domestic employees**, for all amounts which **you** or they become legally liable to pay as damages in respect of accidental

- **bodily injury** to any person
- loss of or **accidental damage** to material property
- obstruction, trespass or nuisance resulting in interference with or loss of enjoyment of material property arising as a result of
  - **your** occupation, not ownership, of the **buildings** or land belonging to the **home** or **your** allotment
  - **your** duties as a Neighbourhood Home Watch coordinator
  - the employment of any **domestic employee** occurring within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days
  - any other act or omission of a personal nature committed within the **territorial limits** and in the rest of the world during a temporary visit not exceeding 90 consecutive days.

### 2. Property owners' liability

Provided that **your buildings** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts that **you** or **your family** become legally liable to pay in respect of accidental

- **bodily injury** to any person other than **you** or **your family** or any **domestic employee**
- loss of or **accidental damage** to material property arising
  - from **your** ownership of the **buildings** or land belonging to **your home**
  - in respect of any buildings previously owned by **you** and occupied by **you** for residential purposes and incurred by reason of Section 3 of the Defective Premises Act 1972 provided that
    - no other policy covers the liability
    - **you** had sold the **buildings** before the incident giving rise to the liability occurred.

If **you** cancel this policy following the sale of **your home** the cover provided by the Defective Premises Act 1972 will continue for 7 years from the cancellation date provided no other policy covers the liability.

### 3. Organised events

**We** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or **accidental damage** to material property arising from the hiring out or the opening of **your home**, its garden and/or land provided that this is for an organised registered charity, religious or community group.

### 4. Additional and acquired land

Provided that **your buildings** are insured under Section 1 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or **accidental damage** to material property arising from **your** ownership of any additional land (provided **you** have told **us** about it) or which **you** may acquire, within the **territorial limits** and occurring during the **period of insurance** provided that
  - the land has not been acquired for property development or any business pursuits or activities
  - there are no buildings on the land
  - **you** inform **us** within 60 days of any acquisition and pay any additional premium required
  - **you** are not entitled to indemnity under any other insurance.

### 5. Quad bikes, go-karts and off-road motorcycles

Provided that **your contents** are insured under Section 2 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or **accidental damage** to material property arising from the ownership, possession or use of quad bikes, go-karts or off-road motorcycles other than
  - if a quad bike with an engine size of more than 50cc is being driven by anyone under the age of 17 years
  - any go-kart or off-road motorcycle that has an engine size of more than 50cc
  - if used in circumstances for which a Road Traffic Act Certificate of Insurance is required
  - incidents that occur outside the boundaries of **your home**
  - whilst used for, or for the practice or preparation for motor sports or competition.

# Section 4 – Liabilities

## 6. Hand or wind propelled watercraft

Provided that **your contents** are insured under Section 2 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** shall become legally liable to pay in respect of accidental

- **bodily injury** to any person
- loss of or **accidental damage** to material property arising from the ownership, possession or use of surfboards or hand or wind propelled watercraft not exceeding 12 feet in length other than whilst
- being used for racing or speed testing
- in any slalom event or in white water.

## 7. Tenant's liability

Provided that **your contents** are insured under Section 2 of this policy, **we** will cover **you** or **your family** for all amounts which **you** or **your family** become legally liable to pay as tenant for the cost of making good damage to

- the **buildings**, or
- the building of any residence occupied by a student member of **your family** temporarily residing away from **your home** attending school, university or college or
- the building of a residence temporarily occupied by **you** or **your family** as a result of any cause covered by Section 1 – Buildings of this policy had it been an **operative section**, up to £1,000,000

**We** will not pay for

- the cost of maintenance and normal redecoration
- liability arising from damage to a building that is **unoccupied**

## 8. Unrecovered damages

Provided that **your contents** are insured under Section 2 of this policy, **we** will pay for all sums which **you** or any member of **your family** have been awarded by a court within the **territorial limits** and which have not been paid within 3 months of the date of the award provided that

- Cover 1 of this section – Occupiers', personal and employers' liability would have insured **you** or the member of **your family** had the award been made against **you** or the member of **your family** rather than to **you** or the member of **your family**
- the incident giving rise to the award occurred within the **territorial limits** and during the **period of insurance**
- there is no appeal pending
- the amount payable does not exceed £1,000,000.

## What you are not covered for:

### 1. any liability for

- **bodily injury** to **you** or **your family**
- loss of or damage to property owned or occupied by or in the custody or control of **you** or **your family** other than damage to property for which **you** or **your family** are legally liable as tenant

### 2. liability arising from

- any incident occurring outside the **period of insurance**
- **bodily injury** (other than to a **domestic employee**) or loss of or damage to property arising from the ownership, possession or use of
  - lifts unless used solely for domestic purposes and inspected and maintained in accordance with the manufacturers recommended service intervals
  - mechanically or electronically propelled vehicles other than
    - motorised or pedestrian controlled gardening equipment used within the boundaries of the **home**
    - power assisted pedal cycles, electric wheelchairs or Class 1 or Class 2 mobility scooters
    - pedestrian controlled models or toys
    - motorised golf buggies or electric golf trolleys used within the boundaries of **your home** or on a golf course
    - quad bikes, go-karts or off-road motorcycles as provided by Cover 5 of this section
  - trailers or horse-boxes whilst being towed
  - watercraft other than as provided by Cover 6 of this section
  - aircraft, hang-gliders or hovercraft
  - animals other than domestic pets or horses
  - commercial riding schools and establishments
  - horses whilst being used for racing, steeplechasing or playing polo
  - dogs specified under the Dangerous Dogs Act 1991 or any amending legislation
  - shotguns or firearms other than when used for sporting activities or pest control
- the passing on of any infectious disease or virus
- any trade, business, profession or employment of **you** or **your family** other than if directly arising from
  - the use of the **home** as an office for non-manual work

# Section 4 – Liabilities

- gardening, baby-sitting, leaflet and newspaper distribution and other similar activities provided that the total gross annual revenue generated from these activities does not exceed £2,000
- the accommodation of no more than 6 paying guests at any one time and the provision of food to such guests
- any unpaid occupation as a director or officer of a registered charity or other not for profit organisation
- voluntary work for an organised registered charity, religious or community group
- any treatment, wrongful specification or professional advice or service given by **you, your family** or employee where rendered to third party for a fee
- any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you or your family**
- any agreement unless liability would have existed without the agreement
- any **act of terrorism** other than for accidental **bodily injury** to a **domestic employee**

3. the cost of remedying any fault or alleged fault.

## Basis of claims settlement

In the event of **your** death or the death of any member of **your family we** will reimburse **your**, or their, personal legal representatives in respect of any legal liability incurred and insured under this section provided that such personal legal representatives shall observe, fulfil and be subject to the terms, limitations and conditions of the policy so far as they can apply.

Where there is more than one person named as the Insured in the **schedule** this section shall apply separately to each named person as if each is insured by a separate policy, provided always that **our** maximum liability in the aggregate for damages to all parties insured shall not exceed the maximum amount(s) payable hereunder.

**We** may at any time pay to **you** the maximum amount(s) payable, less any amount already paid, or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations, actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment.

### The maximum amount payable

The amount payable will not exceed

- £5,000,000 for accidental **bodily injury** to any **domestic employee** which arises out of and in the course of his or her employment and which is directly or indirectly caused by, results from or is in connection with
  - a) any **act of terrorism**, or
  - b) any action taken in controlling, preventing, suppressing or in any way relating to an **act of terrorism**
- £10,000,000 in respect of all other claims arising from one cause

plus any other legal costs and expenses which **you or your family** have to pay provided they are incurred with **our** written consent.

# Section 5 – Family Legal Protection

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who are authorised and regulated by the Financial Conduct Authority and are a member of the Association of British Insurers.

## Definitions

Wherever the following words or expressions appear in this Family Legal Protection section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

<b>costs and expenses</b>	<p>(a) <b>accountants costs</b> all reasonable and necessary costs chargeable by the <b>representative</b></p> <p>(b) <b>attendance expenses</b> the <b>insured person's</b> net salary or wages for the time that the <b>insured person</b> is off work <b>we</b> will pay for each half or whole day that the court, tribunal or the <b>insured person's</b> employer will not pay for the amount <b>we</b> will pay is based on the following:</p> <ul style="list-style-type: none"><li>- the time the <b>insured person</b> is off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours</li><li>- if the <b>insured person</b> works full time, the salary or wages for each day equals 1/250th of the <b>insured person's</b> yearly salary or wages</li><li>- if the <b>insured person</b> works part time, the salary or wages will be a proportion of the <b>insured person's</b> weekly salary or wages</li><li>- if the <b>insured person</b> is self employed, <b>we</b> will pay net salary or wages that the <b>insured person</b> draws from the business to cover their own personal cost-of-living expenses</li></ul> <p>(c) <b>communication costs</b> costs of phone calls, faxes or postage incurred by the <b>insured person</b> to communicate with the police, credit agencies, financial-service providers, other creditors or debt-collection agencies and the cost of replacement documents</p> <p>(d) <b>legal costs</b> all reasonable and necessary costs charged by the <b>representative</b> on a standard basis, or in accordance with the Predictable Costs scheme, if this is appropriate</p> <p>(e) <b>opponents' costs</b> the costs incurred by opponents in civil cases if an <b>insured person</b> has been ordered to pay them, or pays them with <b>our</b> agreement.</p>
<b>date of occurrence</b>	<p>(a) for civil cases, the <b>date of occurrence</b> is the date of the event, which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events</p> <p>(b) for criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> began, or is alleged to have begun, to break the criminal law in question</p> <p>(c) for <b>insured incident 6 Tax Protection</b>, the <b>date of occurrence</b> is when HM Revenue &amp; Customs first notifies the <b>insured person</b> in writing of their intention to make an enquiry</p>
<b>full enquiry</b>	an extensive examination by HM Revenue & Customs which considers all aspects of the <b>insured person's</b> self-assessment tax return, but not enquiries which are limited to one or more specific aspects of the <b>insured person's</b> self-assessment tax return
<b>identity theft</b>	the theft or unauthorised use of an <b>insured person's</b> personal identification which has resulted in the unlawful use of their identity
<b>insured person</b>	you, and any member of <b>your</b> family who always lives with you. Anyone claiming under this section must have <b>your</b> agreement to claim
<b>period of insurance</b>	the period for which <b>we</b> have agreed to cover an <b>insured person</b>
<b>representative</b>	the lawyer, accountant or other suitably qualified person whom <b>we</b> appoint to act for an <b>insured person</b> in accordance with the terms of this section
<b>territorial limit</b>	for <b>insured incidents 2 Contract Disputes</b> and <b>3 Bodily injury</b> - The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey
	for all other <b>insured incidents</b> - The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
<b>we, us, our</b>	DAS Legal Expenses Insurance Company Limited
<b>you, your</b>	the person or persons named in the <b>schedule</b> as the Insured



# Section 5 – Family Legal Protection

## Basis of settlement

1. **We** agree to provide the insurance in this section, as long as:
  - (a) the premium has been paid; and
  - (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
  - (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
  - (d) for civil claims, it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
2.
  - a) for all **insured incidents** under this section, **we** will pay **legal costs** and **opponents' costs**;
  - b) for **insured incident 6 Tax Protection**, **we** will pay **accountants' costs**;
  - c) for **insured incident 7 Jury Service and Court Attendance**, **we** will pay **attendance expenses**;
  - d) for **insured incident 9 Identity Theft**, **we** will pay **communication costs**.
3. For all **insured incidents** **we** will pay **costs and expenses** to make or defend against an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal.  
Before **we** pay the **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
4. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

## Insured Incidents

### 1. Employment Disputes

#### What you are covered for:

**We** will negotiate for an **insured person's** legal rights in a dispute relating to their contract of employment or future employment.

#### What you are not covered for:

1. Employers' disciplinary hearings or internal grievance procedures;
2. Any claim relating solely to personal injury.

### 2. Contract Disputes

#### What you are covered for:

**We** will negotiate for an **insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement which an **insured person** has entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

#### Provided that:

- (i) the **insured person** has entered into the agreement or alleged agreement during the **period of insurance**; and
- (ii) the amount in dispute is more than £100.

#### What you are not covered for:

A claim relating to:

1. a contract regarding an **insured person's** trade profession, employment or any business venture;
2. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
3. the settlement payable under an insurance policy (**we** will negotiate if an **insured person's** insurer refuses their claim, but not for a dispute over the amount of the claim);
4. a dispute arising from any loan, mortgage, pension, investment or borrowing;
5. a dispute over the terms of a lease of land or **buildings** or a licence or tenancy of land or **buildings**. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

# Section 5 – Family Legal Protection

## 3. Bodily Injury

### What you are covered for:

**We** will negotiate for an **insured person's** legal rights in a claim against a party who causes the death of, or **bodily injury** to, an **insured person**.

### What you are not covered for:

1. Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the **insured person**.
3. Clinical negligence.
4. Defending an **insured person's** legal rights, but defending a counter-claim is covered.

## 4. Clinical Negligence

### What you are covered for:

**We** will negotiate for an **insured person's** legal rights where it is alleged that accidental death or bodily injury to an **insured person** has resulted from a single negligent act of surgery, clinical or medical procedure.

### What you are not covered for:

1. The alleged failure to correctly diagnose the **insured person's** condition.
2. Psychological injury or mental illness that is not associated with an **insured person** having suffered physical bodily injury.

## 5. Property Protection

### What you are covered for:

**We** will:

- (a) negotiate for an **insured person's** legal rights in a civil action; and/or
- (b) arrange mediation for a dispute relating to material property (including the **insured person's** principal and holiday home) which is owned by an **insured person**, or for which an **insured person** is responsible, following:
  1. an event which causes physical damage to such material property, provided that the amount in dispute is more than £100;
  2. a legal nuisance (meaning any unlawful interference with an **insured person's** use or enjoyment of their land, or some right over, or in connection with it); or
  3. a trespass.

### What you are not covered for:

1. A claim relating to:
  - a) a contract entered into by an **insured person**;
  - b) any building or land other than the **insured person's** principal or holiday home;
  - c) someone legally taking an **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on an **insured person's** material property by any government or public or local authority;
  - d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
  - e) mining subsidence.
2. Defending a claim relating to an event that causes physical damage to material property, but defending a counter-claim is covered.
3. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as **we** accept the claim.

## 6. Tax Protection

### What you are covered for:

In the event of a **full enquiry** into an **insured person's** personal tax affairs, **we** will negotiate for an **insured person**, and represent them in any appeal proceedings.

### What you are not covered for:

1. The tax affairs of a company, or any claim if the **insured person** is self-employed, or a sole-trader, or in a business partnership.
2. An investigation or enquiries by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the HM Revenue & Customs Prosecution Office.

# Section 5 – Family Legal Protection

## 7. Jury Service and Court Attendance

### What you are covered for:

An **insured person's** absence from work:

- (a) to attend any court or tribunal at the request of the **representative**; or
- (b) to perform jury service; or
- (c) to carry out activities specified in an **insured person's identity theft** action plan under **insured incident 9 Identity theft**.

## 8. Legal Defence

### What you are covered for:

1. **We** will defend an **insured person's** legal rights if an event arising from an **insured person's** work as an employee leads to:

- a) an **insured person** being prosecuted; or
- b) civil action being taken against an **insured person** under:
  - (i) legislation for unlawful discrimination; or
  - (ii) section 13 of the Data Protection Act 1998.

2. **We** will defend an **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

### What you are not covered for:

1. Parking or obstruction offences.
2. The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

## 9. Identity Theft

### What you are covered for:

#### Identity theft support service

Following a call to the **identity theft** helpline service, **we** will help to restore an **insured person's** identity and credit status if they have become a victim of **identity theft**. **We** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain an **insured person's** identity.

#### Legal costs

Following an **insured person's identity theft**:

1. **we** will **pay legal costs** to reinstate an **insured person's** identity including costs for the signing of statutory declarations or similar documents;
2. **we** will negotiate for an **insured person's** legal rights in a dispute with debt collectors or any party pursuing legal action against an **insured person** arising from or relating to **identity theft**;
3. **we** will pay loan-rejection fees and any re-application administration fee for a loan when an **insured person's** original application has been rejected;

#### Provided that

- (i) the **insured person** files a police report and notifies banks and building societies as soon as possible; and
- (ii) the **insured person** tells **us** if they have previously suffered **identity theft**; and
- (iii) the **insured person** takes all reasonable action to prevent continued unauthorised use of their identity.

### What you are not covered for:

1. Fraud committed by another **insured person** under this section of the policy.
2. Losses arising from an **insured person's** business activities.

# Section 5 – Family Legal Protection

## What you are not covered for under this Section:

1. A claim where the **insured person** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence
2. An incident or matter arising before the start of this section of the policy.
3. **Costs and expenses** incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an **insured person**.
6. A legal action that an **insured person** takes which **we** or the **representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **representative**.
7. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
8. A dispute with **us** not otherwise dealt with under Condition 7.
9. **Costs and expenses** arising from or relating to Judicial Review, coroner's inquest or fatal accident inquiry.
10. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **insured person**.
11. A claim caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
12. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

## Conditions applicable to this Section:

1. An **insured person** must:
  - a) keep to the terms and conditions of this section of the policy;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - d) send everything **we** ask for, in writing;
  - e) give **us** full and truthful details by phone or in writing of any claim as soon as possible and give **us** any information **we** need.
2.
  - a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
  - b) An **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
    - i. **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
    - ii. there is a conflict of interest.
  - c) In all circumstances except those in 2(b) above, **we** are free to choose a **representative**.
  - d) Any **representative** will be appointed by **us** to represent an **insured person** according to **our** standard terms of appointment, which may include a 'no-win, no-fee' agreement. The **representative** must co-operate fully with **us** at all times.
  - e) **We** will have direct contact with the **representative**.
  - f) An **insured person** must co-operate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
  - g) An **insured person** must give the **representative** any instructions that **we** ask for.
3.
  - a) An **insured person** must tell **us** if anyone offers to settle a claim.
  - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

# Section 5 – Family Legal Protection

- c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4. a) An **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this  
b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If an **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you costs and expenses we** have paid.
7. If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help.
8. **We** may, at **our** discretion, require the **insured person** to obtain, at their expense, an opinion from a lawyer, accountant or other suitably qualified person chosen by the **insured person** and **us**, on the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence, **we** will pay the cost of obtaining the opinion.
9. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.
10. All Acts of Parliament mentioned in this section of the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## Helpline Services

**We** provide these services 24 hours a day, seven days a week during the **period of insurance**. All helplines apply to the United Kingdom of Great Britain and Northern Ireland unless otherwise stated.

To help **us** check and improve **our** service standards, **we** record all calls, except those to the counselling service. When phoning, please tell **us your** policy number or the name of the scheme **you** are in. Please do not phone **us** to report a general insurance claim.

**To contact these services (except the identity theft and counselling services) phone us on 0117 933 0676.**

### **EuroLaw legal advice service**

**We** will give an **insured person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

### **Tax advice service**

**We** will give an **insured person** confidential advice over the phone on personal tax matters.

### **Identity theft**

**We** will provide an **insured person** resident in the UK, Northern Ireland or the Channel Islands with detailed guidance and advice over the phone for any concerns about being or becoming a victim of **identity theft**.

**For help, phone 0844 848 7071. The helpline is open 8am-8pm, 7 days a week.**

### **Health and medical information service**

**We** will give an **insured person** information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

**Between the hours of 7pm and 9am we will take a message and one of our health and medical advisors will contact the insured person the next day or at an agreed time.**

### **Counselling**

**We** will provide an **insured person** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

**To contact the counselling helpline, phone us on 0117 934 2121. For the following four helpline services, you will be responsible for paying the costs for the help.**

# Section 5 – Family Legal Protection

## Veterinary help

**We** can help find a vet who can offer treatment if an **insured person's** pet is ill or injured.

## Childcare help\*

**We** can help an **insured person** find a range of childcare options in their area if an unforeseen event occurs (such as illness or injury to an **insured person**) and an **insured person** needs to make alternative childcare arrangements.

## Home help\*

**We** can help an **insured person** find cleaning staff, au pairs and housekeepers if an **insured person** needs assistance to run their **home** in a crisis (such as illness or injury to an **insured person**).

**\*We can provide insured persons with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, we will contact them for the insured person the next working day and call the insured person back.**

**We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.**

## Claims procedure

To make a claim, please phone **us** on **0117 933 0676**.

**We** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice.

If **your** dispute needs to be dealt with as a claim under this section of the policy, **we** will give **you** a claim reference number. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

If **you** prefer to report **your** claim in writing, **you** can send it to **our** Claims Department at the following address:

Claims Department,  
DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side,  
Temple Back,  
Bristol BS1 6NH

Email: [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

## Complaints Procedure

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please contact **our** Customer Relations Department at **our** Head Office address:

DAS Legal Expenses Insurance Company Limited,  
DAS House,  
Quay Side,  
Temple Back,  
Bristol BS1 6NH.

Telephone No. **0117 934 0066**  
Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza,  
183 Marsh Wall,  
London E14 9SR

Telephone No. **0845 080 1800**.  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
(Using this service does not affect **your** right to take legal action.)

# Section 6 – Home Emergency

Cover under this section is underwritten by DAS Legal Expenses Insurance Company Limited who are authorised and regulated by the Financial Conduct Authority and are a member of the Association of British Insurers.

## Definitions

Wherever the following words or expressions appear in this **Home Emergency** section they have the meaning given to them below. If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

<b>home</b>	<b>your</b> principal <b>home</b> (having no more than 15 rooms) situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
<b>main heating system</b>	the main hot water or central heating system in <b>your home</b> . This includes pipes which connect components but not the cold water supply or the drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating
<b>plumbing and drainage</b>	the cold water supply and drainage system within the boundary or <b>your home</b> and for which <b>you</b> are legally responsible. This does not include pipes a) which connect components of the heating system or b) for which <b>your</b> water supply or sewage company are responsible
<b>insured person</b>	you and any person who lives in or is staying at <b>your home</b>
<b>period of cover</b>	the period stated in the <b>schedule</b>
<b>home emergency</b>	a sudden unforeseen event which requires immediate corrective action to: a) prevent damage or further damage to <b>your home</b> ; or b) to make <b>your home</b> safe or secure or c) alleviate unreasonable discomfort, risk or difficulty to an <b>insured person</b>
<b>we, us, our</b>	DAS Legal Expenses Insurance Company Limited
<b>you, your</b>	the person or persons named in the <b>schedule</b> as the Insured

## What you are covered for:

1. **We** agree to provide the insurance in this section, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.
2. If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.
3. **We** will pay up to £500 (including VAT) for:
  - i. the call out charge and up to 2 hours' labour costs; and
  - ii. parts and materials subject to a maximum of £100 including VAT;

in providing assistance for a **home emergency** which arises from an **insured incident**.

## Insured Incidents:

### (a) **Roof Damage**

Any damage to the roof of **your home** where internal damage has been caused or is likely.

### (b) **Plumbing and Drainage**

The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your home**.

### (c) **Main Heating System**

The sudden failure to function of the main heating system in **your home**.

# Section 6 – Home Emergency

(d) **Domestic Power Supply**

The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.

(e) **Toilet Unit**

Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your home**, which results in complete loss of function.

(f) **Home Security**

Damage to, or the failure of, external doors, windows or locks which compromises the security of **your home**.

(g) **Lost Keys**

The loss of the only available set of keys to **your home** if **you** cannot replace them, or gain normal access.

## What you are not covered for:

1. Any claim following an **insured incident** which happens during the first 48 hours from the start of **your period of cover** if **you** take out this section of the policy at a different time from any other related agreement.
2. Any incident or matter arising before the start of this section of the policy.
3. Any normal day-to-day home maintenance which an **insured person** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention.
4. The cost of redecorating, or cosmetic repairs to parts or equipment in **your home**.
5. Any claim where **your home** has been left unoccupied for 30 consecutive days.
6. Any claim arising from an **insured person's** failure to comply with **our** instructions in respect of the assistance being provided.
7. Any costs incurred before an **insured person** has notified **us** of a **home emergency**.
8. Claims arising from any willful or negligent act or omission by an **insured person**.
9. Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
10. Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.
11. Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer.
12. The malfunction or blockage of septic tanks, cesspits or fuel tanks.
13. Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**.
14. Any claims arising out of subsidence, landslip or heave.
15. Any properties that **you** own that are not **your** main residence or that **you** rent or let.
16. Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.
17. Any claim related to an **insured person's** failure to purchase or provide sufficient gas, electricity or other fuel source.
18. Any costs incurred where **our** approved contractor has attended but **your home** was unoccupied.



# Section 6 – Home Emergency

19. **Home emergencies** caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds;  
or
- e. pollution or contamination of any kind.

## Conditions applicable to this Section:

- 1 Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the **home emergency**.
- 2 An **insured person** must:
  - a. keep to the terms and conditions of this section of the policy;
  - b. maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the **home**;
  - c. try to prevent anything happening that may cause a claim;
  - d. take reasonable steps to keep any amount **we** have to pay as low as possible.
- 3 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.
- 4 **We** will not pay for any loss that is not directly covered by the terms and conditions of this section of the policy. For example, **we** will not pay to replace a carpet damaged by a leak or for the time taken off work because of a **home emergency**.
- 5 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.

## Exceptions applicable to this Section

1. **We** cannot help in any major emergency, which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied the service.
2. **We** will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

## Claims procedure

To make a claim, please telephone **us** on **0800 917 0814** straight away and provide the following information:

- a) **your** Home Emergency policy number (TS3/5413503)
- b) **your** name and the **home** address including postcode;
- c) the nature of the **home emergency**.

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to assist **you** as quickly as possible.

**We** will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this section of the policy.

It is important that **you** contact **our** assistance operation centre as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem.

Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

All telephone calls to **us** are monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

# Section 6 – Home Emergency

## Complaints Procedure

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please contact **our** Customer Relations Department at **our** Head Office address:

DAS Legal Expenses Insurance Company Limited,  
DAS House,  
Quay Side,  
Temple Back,  
Bristol BS1 6NH.

Telephone No. **0117 934 0066**  
Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

South Quay Plaza,  
183 Marsh Wall,  
London  
E14 9SR.

Telephone No. **0845 080 1800**.  
Website address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



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