



Insurance Policy

The Policy has several Sections. Check **your** Schedule to see which Sections are in force.

Contents

How to use your Policy	4
Your Cancellation Rights	4
Changes in your circumstances	4
Making a Claim	5
Leisure Home Insurance Cover	6
Our commitment to service – if you have a complaint	6-7
Definitions	8-9
Index Linking. How much to insure for	10
Section 1 Home and Contents	11-18
Settlement of Home and Contents claims	19-20
How to make a claim	19
Conduct of claims	20
Sums Insured, Underinsurance, Matching Items	20
Section 2 Personal Possessions	21-23
Settlement of Personal Possessions claims	23
How to make a claim	23
Conduct of claims	24
Legal Helpline	25
Section 3 Homecare Emergency Assistance Service	26-32
Exclusions applying to the whole policy	33-34
Conditions applying to the whole policy	35-36

How to use your Leisure Home Policy

Your Policy and the Cover it provides

The Policy booklet gives details of all the cover available under **our** Leisure **Home** Insurance. Cover is divided into Three main sections, **Home and Contents**, **Personal Possessions** and **Home Emergency Service**, each section tells **you** what **we** will and will not pay for. **The Schedule**, which is enclosed with **your** Policy makes the document particular to **you**. The Schedule shows which sections of the Policy apply to **you** and also the amount of cover provided under those sections. **You** will not be covered under any section that has not been requested and paid for by **you**.

However, **you** may apply to alter **your** cover at any time in the light of changing circumstances.

You should read **your** Policy carefully and if **you** are unsure on any point **you** should contact **Towergate Bakers** immediately.

Your Cancellation rights

You have the right to cancel **your** policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **you** receive **your** policy documentation.

If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to do so, and if the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy.

To exercise **your** right to cancel **your** policy, please contact Towergate Bakers, The Quadrangle, Imperial Square, Cheltenham, GL50 1PZ.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy and **you** will be required to pay the premium as stated.

Changes in Your Circumstances

Your Policy has been issued on the basis of the information which **you** have given **us** about **yourself** and **your home**. **You** must tell **us** immediately of any changes to this information including, of course, any change of address.

You must also notify **us** if:

- a) **you** or anyone living with **you** is declared bankrupt or convicted of arson, fraud, forgery, theft, robbery or handling of stolen goods.
- b) the **home** is **unoccupied** (see definition on page 7), or if it is to be left empty on a regular basis.

Policy Limitation

Your cover is subject to certain exclusions and conditions as shown on pages 24-27.

Exclusions and Conditions applying to the whole Policy.

Making a Claim

To make a claim, check **your** Policy Schedule to make sure **you** have the appropriate cover. Then follow the instructions on **How to make a claim** and **Conduct of Claims** relevant to the cover concerned. **You** should ask Towergate Bakers for a claim form and let them have as much information as possible to help them deal with **your** claim quickly and fairly. Finally, do not hesitate to ask for advice; Towergate Bakers will be pleased to help **you**. Telephone 01242 528844.

Leisure Home Insurance Cover

We will pay for any loss, damage, injury, cost or liability described in this Policy arising from events happening during any period of insurance for which you have paid and we have accepted the premium.

The application and declaration signed by you are incorporated into this insurance contract.

This Policy should be read together with the Schedule and any Endorsements.

Our Commitment to Service – If you have a complaint

Complaints

If at any time you have a complaint about the services that we provide for you, then you should contact:

Towergate Bakers,
3rd Floor, The Quadrangle,
Imperial Square,
Cheltenham,
Glos,
GL50 1PZ.
Telephone: 01242 528844
Facsimilie: 01242 253990

We take all complaints we receive seriously and will handle any complaint promptly and fairly. If you make a complaint, we will acknowledge it promptly, explain how we will handle your complaint, tell you what you need to do, and how your complaint is progressing.

Full details of our complaints procedure are available on request. We will record and analyse your comments to make sure we continually improve the service we offer.

If you are still not happy with the outcome of your complaint you should refer your complaint to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care
Axa Insurance
Civic Drive
Ipswich
IP1 2AN
Telephone: 01473 205926
Facsimile: 01473 205101
Email: customercare@axa-insurance.co.uk

Alternatively, if your complaint is about the services recieved under section 3 of the policy, you should contact:

Quality Dept
Europ Assistance Holdings Ltd
Sussex House
Perrymont Road
Haywards Heath
W. Sussex
RH16 1DN

If you are still not happy with the outcome of your complaint you may be eligible to refer your complaint to:

The Financial Ombudsman Service (FOS)
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: Helpline 0845 080 1800
Telephone Switchboard: 0207 964 1000
Website: www.financial-ombudsman.org.uk

Note that the FOS will only consider your complaint if you have given us the opportunity to resolve it. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Compensation

Towergate Bakers and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by telephone on 0800 678 1100.

Definitions Applying to Sections 1 & 2 of this Policy

Policyholder/You/Your

The person(s) named as the **Policyholder** in **Your** Schedule.

We/Us/Our

A consortium of leading UK insurers whose proportionate liability is detailed in the policy schedule'

Your Family

You, Your spouse, children, parents and other relatives who normally live with **You**.

Home

The structure of **Your** Leisure **Home** which is occupied by **You** and **Your Family** as a private dwelling and its

- a) domestic outbuildings, garages, porches, sheds and skirting
- b) permanent fixtures and fittings, service tanks, pipes and cables
- c) paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the **Land**

Land

The **Land** belonging to the **Home**.

Contents

- a) Household goods and personal property
- b) **Money** up to £250 or 2% of the **Contents** Sum Insured (whichever is the greater)
- c) **Valuables** up to £1,000 or 10% of the **Contents** Sum Insured (whichever is the greater) for any one item and one third of the **Contents** Sum insured in total

all belonging to or the responsibility of **You** and **Your Family** and contained in the **Home** or in the open within the boundaries of the **land** belonging to the **Home**.

Property in the open within the boundaries of the **Land** is limited to £350 or 3% of the **Contents** Sum Insured (whichever is the greater).

The term **Contents** does not include:

Property more specifically insured by this or any other Policy.

Motor Vehicles (other than domestic gardening machines), caravans, water-craft, aircraft and their accessories.

Animals.

Securities and documents of any kind.

Permanent fixtures and fittings.

Property or **Money** held for any professional or business purposes.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs, televisions, radios, **home** computers, audio and video equipment.

Unoccupied

- a) insufficiently furnished for normal occupation, or
- b) furnished for normal occupation but has not been lived in for more than 30 consecutive days.

Personal Effects and Clothing

Personal property which is normally worn or carried on or about the person.

The term Personal Effects and Clothing does not include **Money**, credit cards, sports clothing and equipment (which should all be insured separately), contact or corneal lenses.

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

Excess

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

British Isles

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

Computer System

shall mean any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

Year 2000 Compliant/Compliance

shall mean that neither performance nor functionality of the **Computer System** is affected by dates prior to, during or after the Year 2000.

Index Linking

The Sums Insured under sections 1 and 2 of the policy will be adjusted monthly in line with the Government's General Index of Retail Prices or another appropriate index.

No charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured. Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.

How much to insure for

It is up to **you** to make sure that the amounts **you** insure for represent the full value of the property concerned. If **you** would like guidance on this subject, please ask **us**. Remember, if **you** underinsure, claim payments may be reduced. See page 18 – underinsurance. **You** can change **your** Sums Insured at any time – **you** don't have to wait for renewal.



Section 1

Home and Contents

This section only applies to you if set out in your Policy Schedule.

We will pay for

A. Standard Cover

Loss of or damage to the **Home** and **Contents** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour and political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.

We will not pay for

A.

2. Damage caused by any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.
Loss or damage caused while the **Home** is **Unoccupied**.
5. Damage caused by frost.
Loss of or damage to hedges, gates and fences.

Home and contents – continued

We will pay for – continued

6. Escape of water or oil from any fixed heating or domestic water installation, washing machine, dishwasher or freezer.
7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.
9. Falling trees or branches.
10. Falling receiving aerials and their fittings or masts, telegraph poles, pylons or lamp posts.
11. Subsidence or heave of the site on which the **Home** stands, or landslip.

We will not pay for – continued

6. Damage caused while the **Home** is **Unoccupied**.
Damage to the installation or appliance itself.
7. – Loss of **Money** unless involving forcible and violent entry to or exit from the **Home**.
– Loss or damage occurring whilst the **Home** or any part is lent or let or the **Home** is **Unoccupied** unless involving forcible and violent entry to or exit from the **Home**.
– Loss or damage by **You** or **Your Family** or any tenant.
– Loss by deception unless deception is only used to gain entry to the **Home**.
8. Damage caused by domestic pets.
9. Damage to hedges, gates and fences.
10. Damage to the installation or appliance itself.
11. – The first £500 of any claim
– Damage resulting from coastal or river erosion.
– Damage resulting from faulty workmanship or the use of defective materials.
– Damage to paths, drives, terraces, patios, walls, service tanks, hedges, gates and fences unless the structure of the **Home** is damaged at the same time.

We will pay for – continued

Extra Cover

This cover is only in force if shown in the Schedule.

12. Accidental damage to
 - a) the **Home**
 - b) **Contents** inside the structure of the **Home**.

B. Frost Damage to Plumbing Installations

Frost damage to interior fixed domestic water or heating installations.

We will not pay for – continued

- Damage resulting from the bedding down of new buildings or the settlement of newly made up ground.
- Damage resulting from demolition of or alteration or repair to the **Home** or the site on which the **Home** stands.

The amount of any Excess shown in the Schedule.

12. – Damage caused while the **Home** is lent, let or **Unoccupied**.
- Damage which is specifically excluded elsewhere in Section 1 – **Home** and **Contents**.

The cost of maintenance.

- Damage caused by faulty workmanship or design or the use of faulty materials.
- Damage to contact or corneal lenses.
- Deterioration of food.
- Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
- Damage caused by mechanical or electrical breakdown.

B.

- Damage caused while the **Home** is **Unoccupied**

Home and contents – continued

We will pay for – continued

C. Breakage of Glass, Mirrors and Sanitary Ware

Accidental breakage of

- a) glass, sanitary ware and ceramic hobs, all forming part of the **Home**.
- b) mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the **Home**.

D. Damage to Underground Services

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

E. Damage to Electrical Equipment

Accidental damage to televisions, radios, **home** computers, rented telephone equipment, audio and video equipment in the **Home**.

F. Household Removal

Accidental Loss or damage to **Contents** while in direct transit from the **Home** for permanent removal to another within the **British Isles**.

We will not pay for – continued

E.

- Damage to records, films, tapes, cassettes, discs, cartridges or styli.
- Damage caused by wear and tear, mechanical or electrical defect.
- Damage caused by cleaning, repair, restoration or use contrary to makers' instructions.
- Damage caused while the **Home** is **Unoccupied**.

F.

- Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer.
- Loss or damage caused by scratching, denting, or bruising.
- Loss of or damage to property in storage.
- Loss or damage insured under another policy.

We will pay for – continued

G. Additional Costs

The additional costs of

- a) resiting and delivery
- b) complying with Government or Local Authority requirements
- c) architects, engineers, surveyors and other professional fees
- d) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by Section 1 – **Home** and **Contents**.

H. Contents Temporarily Removed

Up to 15% of the Sum insured on **Contents** for loss of or damage to **Contents** while temporarily removed from the **Home** but still in the **British Isles** caused by:

- a) The Standard Cover described above except theft or attempted theft.
- b) Theft
 - i) from or during direct transit to or from any bank or safe deposit
 - ii) from any building where **You** or **Your Family** are employed or carry on business or reside.
 - iii) from any building where entry or exit has been gained by violent and forcible means.

We will not pay for – continued

G. Additional Costs

- b) costs for complying with requirements notified before the loss or damage occurred.
- c) fees charged for preparing any claim under this Policy.

H.

- Loss or damage to property for sale or away on exhibition or in a furniture depository.
- Theft of **Money** unless involving forcible and violent entry to or exit from a building.
- Storm, flood or malicious damage to property which is not in a building.
- Loss or damage to **Contents** in the custody or control of **You** and **Your Family** whilst temporarily living away from the **Home** for the purposes of education.

Home and contents – continued

We will pay for – continued

I. Temporary Accommodation

Up to 20% of the total Sum Insured on the **Home** and **Contents** for the reasonable costs of other temporary accommodation found necessary if it is not possible to live in the **Home** as the result of loss or damage insured by Section 1 – **Home** and **Contents**

J. Compensation for Death in Your Home

£10,000 if **You** or **Your** spouse are fatally injured in the **Home** as a direct result of

1. fire or assault
2. an accident (but not to persons over 70 years of age) provided death occurs within 12 calendar months of the incident.

K. Theft or Loss of Keys

Up to £300 for the replacement of external door locks to the **Home** if their keys are stolen or lost.

L. Frozen Food

Spoilage of domestic food in any freezer at **your Home** caused by any malfunction or rise or fall in temperature in the freezer.

M. Contents at University/College

Up to £2,000 for loss of or damage to **Contents** temporarily removed from the **Home** but within the **British Isles**, for the purposes of education caused by circumstances as described in the Standard Cover.

We will not pay for – continued

L.

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to **Your Home**.

M.

- Loss of or damage to **Contents** by theft unless involving forcible and violent entry or exit from a building.
- Loss of or damage to **Contents** insured under any other policy.

We will pay for – continued

N. Wedding Gifts Cover

Up to £3,500 for loss or damage to wedding gifts caused by the circumstances described in the Standard Cover for one month before and one month after the wedding day of **You** or **Your Family**.

Cover applies while in:

- a) the **Home**
- b) the building where the reception is held
- c) the married couples' **home**
- d) transit between any of the places specified above.

O. Metered Water and Loss of Oil

Up to £750 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the **Home**.

P. Liability To The Public

Up to £2,000,000 for any one cause (other than death, bodily injury or disease of **Your** domestic employees, where the amount is £2,000,000), plus defence costs and expenses incurred by **You** with **Our** consent, to indemnify

You and **Your Family** against legal liability for:

- a) accidental death, bodily injury or disease of any person
- b) accidental damage to property arising
 - i) from the ownership or occupation of the **Home** and the **Land**

We will not pay for – continued

O. Loss or damage caused while the Home is Unoccupied.

P.

Liability arising from:

- accidental death, bodily injury, illness or disease to **You** or **Your Family**.
- damage to property which belongs to **You** or **Your Family**, household or domestic employees or is in their custody or control.
- the ownership of any building or **Land** other than the **Home** and **Land**.
- any profession, business, or employment of **You** or **Your Family**.

Home and contents – continued

We will pay for – continued

- ii) from any other private residence formerly owned and occupied by **You** and which **You** have sold and incurred by reason of Section 3 of the Defective Premises Act 1972, provided that no other insurance covers the liability
- iii) from the employment of any domestic servant
- iv) in any other personal capacity anywhere in the **British Isles** or during a temporary visit worldwide.

Q. Unrecovered Court Awards

Up to £1,000,000 for sums which **You** or **Your Family** have been awarded for accidental death, bodily injury or disease or accidental damage to property of the type described in paragraph P and where We are satisfied that these sums are not recoverable from the party held responsible by the Court. The award must be made in a Court in the United Kingdom and must not be the subject of any appeal.

We will not pay for – continued

- the ownership or use of lifts or motor vehicles (other than domestic gardening machines).
- the ownership or use of aircraft or watercraft unless they are models or hand propelled.
- any agreement or contract unless liability would have applied anyway.
- any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- the ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.
- any liability arising from an award of a Court outside the **British Isles**.
- any agreement or contract unless liability would have applied anyway.

Settlement of Home and Contents Claims

We will at **our** Option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the Sum insured is not less than the full replacement cost.

The total amount payable under paragraphs A to G will not exceed the respective Sums Insured on the **Home** and **Contents**.

If the property insured is not in good repair or if repair or replacement is not carried out **We** will at **Our** option

- a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation or
- b) pay for the reduction in market value caused by the loss or damage.

The Sums Insured will not be reduced by the amount of any claim.

If **You** have not insured both the **Home** and **Contents** limited cover applies as follows:

Home only covered – Section 1 paragraphs C(b), E, F, H, J, L, M, N, P(iii) & (iv) do not apply

Contents only covered – Section 1 Paragraphs B, C(a), D, G, P(ii) do not apply.

How to make a Claim (not applicable to Legal Helpline)

a. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property.
- ii) immediately report to the credit card company any loss or theft of credit cards.
- iii) advise Towergate Bakers as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.
- iv) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) advise Towergate Bakers immediately and as soon as possible provide full written details and assistance as requested by them.
- ii) immediately send Towergate Bakers any letter, writ, summons, or other legal document issued against **You** or **Your family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Settlement of Home and Contents Claims – continued

Conduct of Claims (not applicable to Legal Helpline)

a. Our Rights

In the event of a claim **We** may:

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

b. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

Sums Insured

The Sums Insured must at all times represent the full replacement costs as follows:

The **Home** – the cost of replacing the **Home**, including the Additional Costs described in Paragraph G, in the same size and style as new with no deduction for wear and tear or depreciation.

Contents – the cost of replacing all **Contents** as new with no deduction for wear and tear or depreciation.

Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost, **We** will only pay one half of the amount lost or damaged.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.



Section 2

Personal Possessions

Your Schedule tells you if this section is in force. Cover applies anywhere in the world.

We will pay for

Loss of or damage to property owned by **You** or **Your Family** and described in the Schedule.

Loss of or damage to Credit Cards means financial loss from fraudulent use by any unauthorised person of credit, charge or cash cards.

We will not pay for

- The amount of any **Excess** shown in **Your** Schedule.
- Loss or damage caused by:
 - wear, tear, fungus, insects, vermin, domestic pets, any gradually operating cause or atmospheric or climatic conditions or depreciation.
 - cleaning, alteration or repair.
 - mechanical or electrical breakdown.
 - detention or confiscation by Custom or other officials.
- theft from any unattended motor vehicle unless all doors, windows and other openings have been locked and the property hidden from view.

Personal Possessions – continued

We will pay for - continued

We will not pay for continued

- deception unless deception is only used to gain entry to the **Home**.
- Loss of or damage to
- sports equipment in course of play.
- musical instruments by scratching or denting.
- pedal cycles while racing.
- pedal cycles by theft unless securely locked when unattended away from the **Home**.
- pedal cycle tyres or accessories unless the pedal cycle is lost or damaged at the same time.
- **Money** by mistake in change, counting or overpayment. Property or **Money** held for professional or business purposes.

Settlement of Personal Possessions Claim

We will at **Our** Option pay the cost of repair or for replacement as new.

Where **You** have chosen not to repair or replace an item **We** will make a deduction for wear, tear and depreciation.

Sums Insured will not be reduced by the amount of any claim except for individually Specified Items which will be removed from cover after total loss or destruction. **You** must tell **Us** if Specified Items are to be insured again after replacement. The Sums Insured should be the cost of replacing all items covered as new.

How to make a Claim (not applicable to Legal Helpline)

a. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) immediately report to the police any theft, malicious damage, vandalism or loss of property.
- ii) immediately report to the credit card company any loss or theft of credit cards.
- iii) advise Towergate Bakers as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.
- iv) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) advise Towergate Bakers immediately and as soon as possible provide full written details and assistance as requested by them.
- ii) immediately send Towergate Bakers any letter, writ, summons, or other legal document issued against **You** or **Your family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

Settlement of Personal Possessions Claim – continued

Conduct of Claims (not applicable to Legal Helpline)

a. Our Rights

In the event of a claim **We** may:

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

b. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

Legal Helpline

Free legal and tax advice on 0800 051 1701

As a Towergate Bakers Leisure Home insurance policyholder, you're entitled to use the Norwich Union Assistance number for round-the-clock expert help with legal and tax issues.

Legal advice

Norwich Union Assistance puts you through to a legal advice helpline, ready to give you free help with any personal legal problem directly affecting you e.g. disputes over consumer rights, property issues, neighbour disputes, terms of employment and many other legal challenges.

Tax advice

Who can you ask for advice on tax relief and allowances, inheritance tax or capital gains tax? The Norwich Union Assistance line can help you with these and any other personal tax problem directly affecting you.

The tax and legal helpline is available 24-hours a day, 365 days a year. The advice available from the tax and legal helpline is limited to the law and practice of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

For our joint protection telephone calls may be recorded and/or monitored.



Section 3

Homecare Emergency Assistance Service

Europ Assistance Holdings Limited will provide the services and benefits described in this Section:

- during the **Period of Insurance**
- within the **Geographical Limits**
- subject to the terms, exclusions and conditions contained in this Section, all of which **We** recommend **You** read carefully
- following payment of the premium.

This Section is underwritten by Europ Assistance Insurance Limited of Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

This insurance is effected in England and is subject to the Laws of England and Wales.

Europ Assistance Holdings and Europ Assistance Insurance Limited are authorised and regulated by the Financial Services Authority.

The aims of this Insurance

This insurance does not cover normal day-to-day home maintenance which **You** should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the descaling of the central heating pipes or the replacement of tap and cisterns washers.

What **We** undertake to do is provide rapid, expert help if **You** suffer a **Home Emergency** arising from an incident covered under this section of the policy. **We** will arrange for one of **Our repairers** on **Our** nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the **emergency**.

Definitions Applying to Section 3 of this Policy

Emergency Repairs: Work undertaken by a **Repairer** to resolve the **Home Emergency** by completing a temporary repair which will resolve the **Emergency** but will need to be replaced by a permanent repair to put right the damage caused to the property by the **Emergency**. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair.

Geographical Limits: The mainland of Great Britain plus the Isle of Wight.

Home: The structure of **Your** Leisure home which is occupied by **You** and **Your Family** as a private dwelling and its garages.

Emergency: A sudden unexpected event occurring during the **Period of Insurance**, involving **Your Home** which, in our opinion, exposes the **Insured Person** or a third party to a risk to their health, or necessitates immediate remedial action to render the **Home** safe or secure, and avoid damage or further damage, or restoration of the **Main Services**.

Insured Person(s)/You/Your: The person named as the policyholder in the Schedule, together with the members of **Your Family**. In Your absence on a trip away from **Home**, the person duly authorised by **You** as the keyholder responsible for the **Home**.

Main Services: Mains drainage to the boundaries of the **Home**, water, electricity and gas within the **Home** and the main source of heating or hot water where no alternative exists.

Period Of Insurance: The period shown on **Your** policy schedule.

Repairer: Europ Assistance-approved tradesman.

We/Our/Us: Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Your Family: **You**, **Your** spouse, children and other relatives who normally live with **You**

Unoccupied: Insufficiently furnished for normal occupation or furnished for normal occupation but not lived in.

Settlement of Homecare Emergency Service Claims

We will arrange for a **repairer** to assess the situation and carry out **Emergency Repairs** to **Your Home** to stabilise the situation and remove the **Emergency** or restore the normal operation of the boiler or warm air unit.

Where the cost of a Permanent Repair is similar to the cost of an **Emergency Repair** **We** may, at **Our** sole discretion, authorise Our **repairer** to undertake a Permanent Repair to **Your Home**.

We will pay up to a maximum of £250 for any claim including VAT, call-out charges, labour, parts and materials.

Whilst **We** will make every effort to make sure that **We** supply **You** with the full range of services in all **Emergencies** covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **Us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum number of claims under this section of the policy that **We** will pay for during any **Period of Insurance** is two.

How to make a Claim

When **You** become aware of a possible claim under this section of **Your** policy, **You** must notify **Us** immediately by telephone on

0870 737 5546.

We will then advise **You** how to protect yourself and **Your Home**.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to **You** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO
NATIONAL GRID UK ON 0800 111 999

D) Total failure of **Your** central heating during adverse weather conditions, causing in **Our** view unreasonable discomfort or risking frost damage to the **Home**,

- Any boiler over 8 years of age or with an output exceeding 170,000 btus capacity.
- replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
- any costs for work recommended as being undertaken following a service of **Your** boiler of warm air unit.
- any intermittent or reoccurring fault.
- any water pressure adjustments or failure caused through hard water scale or sludge.
- gas leaks from any pipes or appliances.
- any re-lighting of the pilot light caused by failure to follow the manufacturers re-lighting instructions.
- any boiler or system noise.
- any radiator valves.
- any airlocks in the central heating piping.
- any costs relating to the repair or replacement of the central heating pump or wall or room thermostat.

E) Damage to or mechanical failure of, the only accessible toilet bowl or cistern in **Your Home** which results in a complete loss of function

- Any claim where there is another working toilet within **Your Home**.
- breakdown of, loss of or damage to Saniflow toilets

F) Removal of wasps nests, field and house mice and brown rats from the **Home**

- any infestations or pests in gardens, or outbuildings

General Conditions Applying to Section 3

1. **You** should carry out or arrange for normal continuous maintenance of **Your Home** and on the systems servicing the **Home** and **You** must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and service documentation will be required.
2. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
3. **Your** full compliance with the terms and conditions of this section of the Policy is necessary before a claim will be paid.
4. **You** must notify us immediately a claim occurs. If for any reason **We** authorise **You** to use a contractor appointed by yourself **You** should obtain an estimate for the work and contact **Us** for authorisation to continue, **You** will supply **Us** with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by **Us** at **Your** own expense.
5. **We** will be entitled, if **We** so desire, to prosecute, in **Your** name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by **Us** under this Policy. **We** shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to **Us**.
6. It is a condition precedent to **Our** providing the services detailed in this Policy that **You** undertake to promptly pay the **Repairer** or Europ Assistance Holdings Limited for all work authorised by **You** which is not covered under this Policy.
7. If **You** intend to leave **Your Home** unoccupied when cold weather is normally expected, **You** must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

General Exclusions Applying to Section 3

1. Pre-existing problems or circumstances known to **You** at the time **You** purchased the insurance and which **You** did not notify to **Us**.
2. Damage to **Home** contents.
3. Any costs incurred when **You** have not notified **Us** and obtained **Our** prior authorisation.
4. Subsequent claims arising from the same cause or event, when **You** have not taken or paid for the action recommended by **Our Repairer** to ensure that the original fault has received a definitive repair.
5. Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
6. Any claim when the **Home** has been left unoccupied for more than 30 days
7. Failure or malfunction of any supply, system or appliance serving the **Home** or any consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
8. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
9. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
10. Any legal liability or consequential loss arising from the provision of, or any delay in providing the services described in this Section, unless negligence on **Our** part can be demonstrated.
11. Costs associated with another property or communal/shared areas if **Your Home** is in a multiple-occupancy or multiple-usage block or building.
12. Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
13. Costs incurred where no fault is found

Exclusions Applying to the whole Policy

This Policy does not cover:

A. Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

1. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

2. Terrorism

Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to:

a) the use or threat of force and/or violence

and/or

b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

3. Any action taken in controlling preventing suppressing or in any way relating to (1) or (2) above.

4. Sonic Bangs

Pressure waves created by aircraft or other aerial devices travelling at sonic or supersonic speeds.

5. Radioactive Contamination

a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.

6. Loss in Value

Loss in value of any property following repair or replacement.

7. Pollutions

Pollution or contamination of any sort and however caused.

B. Any loss (including loss of value) of, or damage to the **Land** or any part of the **Land**.

C. Year 2000 Non-Compliance

This policy shall not cover any claim, loss, liability or expense caused by or arising from directly or indirectly or in any way relating to any Computer System, whether or not the property of the **Policyholder**, not being Year 2000 Compliant.

This exclusion shall not exclude indirect or consequential loss or damage caused by a Computer System not being Year 2000 Compliant if such loss or damage is itself otherwise covered under this policy.

Conditions Applying to the whole Policy

1. Reasonable Care

You must take all reasonable steps to prevent accidents loss or damage and must maintain the property insured in sound condition and good repair.

2. Cancellation

We may cancel this Policy by sending fourteen days' notice by registered letter or recorded delivery to **Your** last known address and **You** shall be entitled to a pro-rata return of the premium.

If **You** cancel the policy short period rates will apply to any mid term cancellation, other than for reasons of sale of property or death of insured.

The rates are:

Up to 2 months from inception or renewal: 25% of annual premium

Up to 3 months from inception or renewal: 35% of annual premium

Up to 4 months from inception or renewal: 40% of annual premium

Up to 5 months from inception or renewal: 50% of annual premium

Up to 6 months from inception or renewal: 60% of annual premium

Up to 7 months from inception or renewal: 65% of annual premium

Up to 8 months from inception or renewal: 75% of annual premium

After 8 months from inception or renewal: Nil return.

In the event of a claim no return will be given.

3. Instalments/direct Debit

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation.

However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

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

4. Other Insurances

If any accident loss or damage covered by this Policy is insured under another Policy **We** will only pay **Our** rateable proportion of any claim.

5. Fraud

All benefit under this Policy will be forfeited if any claim is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy.

6. Governing Law

In respect of policies issued in England and Wales, these Terms and Conditions of

Trading will be governed by, and construed in accordance with, the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. In respect of policies issued in Scotland, these Terms and Conditions of Trading will be governed by, and construed in accordance with the Laws of Scotland and the parties submit to the exclusive jurisdiction of the courts of Scotland.

Towergate Bakers is a trading name of Towergate Underwriting Group Limited

The Quadrangle, Imperial Square, Cheltenham, Gloucestershire GL50 1PZ

Tel: 01242 528844 Fax: 01242 253990

www.towergatebakers.co.uk

Registered Office: Towergate House, Eclipse Park, Sittingbourne Road,
Maidstone, Kent, ME14 3EN

Registered in England No. 4043759

Authorised and regulated by the Financial Services Authority

4912/073/PW/12.09/10427

