



underwriting

PrimeLET
Policy Wording





Welcome to PrimeLET

This Policy of Insurance is issued in accordance with the authorisation granted to Towergate Underwriting Let Property by Royal & Sun Alliance plc, Allianz Insurance plc and Groupama Insurance Company Limited.

We will pay for any loss, damage, injury, costs or liability described in the Policy arising from events happening during any **Period of Insurance** for which **You** have paid and **We** have accepted the premium.

The proposal and declaration signed by You are incorporated into this insurance contract.

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

Towergate Underwriting Let Property
The Octagon, Middleborough. Colchester, Essex CO1 1TG

Telephone: 01206 773540
Facsimile: 0844 7368 344
E-mail: tulpenquiries@towergate.co.uk

For and on behalf of the Insurers

Richard Lamberth
Managing Director of Towergate Underwriting Let Property
(A trading name of Towergate Underwriting Group Limited)

Your policy is arranged by Towergate Underwriting Let Property.

Towergate Underwriting Let Property is a trading name of Towergate Underwriting Group Limited registered in England No. 4043759 At Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN www.towergate.co.uk

Underwritten by: a consortium of specialist insurers. The Lead Insurers are Royal & Sun Alliance Insurance plc No. 93792. Registered in England & Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Also underwritten by Allianz Insurance plc No 84638. Registered in England at 57 Ladymead, Guildford, Surrey, GU1 1DB And Groupama Insurance Company Limited No 995253. Registered in England at 6th Floor, One Amercia Square, 17 Crosswall, London, EC3N 2LB

Towergate Underwriting Let Property, Royal Sun Alliance Insurance plc, Allianz Insurance plc and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority

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Complaints Procedure

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

Complaints Manager
Towergate Underwriting Let Property,
The Octagon, Middleborough, Colchester, Essex CO1 1TG.
Telephone: 01206 773540
Fax: 0844 7368344
Email: tulpenquiries@towergate.co.uk (marked 'complaint')

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 at any time you have a complaint about the services provided by your insurers for you, then you should contact:

RSA Customer Relations, Customer Relations Office,
RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA
Telephone: 0800 107 6160 Fax 01422 325146 Email: crt.halifax@uk.rsagroup.com

The Customer Relations Manager will conduct an investigation and full review of your complaint, which will be concluded by issuing a final response letter.

If you are 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
Tel: helpline 0845 080 1800
Tel: switchboard 020 7964 1000
Website: www.financial-ombudsman.org.uk

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint.

Compensation

Royal & Sun Alliance Insurance plc, Allianz Insurance plc and Groupama Insurance Company Limited are all members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation from the scheme depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS. Full details available at www.fscs.org.uk

Making a Claim

(See Sections 1 and 2 for the claims procedures applicable)

To register a claim please phone Towergate Underwriting Let Property on 01206 773540 between 9am and 5.30pm Monday to Friday.

You should ask Towergate Underwriting Let Property for a claim form and provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If **You** need to ask any questions during **Your** claim please call Towergate Underwriting Let Property on 01206 773540 and **Our** claims advisors will be happy to deal with **Your** enquiry.



Introduction to your PrimeLET Insurance Policy

Please read this Policy booklet together with **Your Schedule**. These set out the cover **You** have chosen, plus any limits that apply. **You** should return the **Schedule** to Towergate Underwriting Let Property immediately if any details are incorrect or if it does not provide the cover **You** need. If **You** decide that **You** do not want to accept this Policy, please return it within 14 days of receiving it. As long as **You** have not made a claim, **We** will refund **Your** premium.

The contract of insurance

This Policy is a contract between **You** and **Us**, Royal & Sun Alliance Insurance plc, Allianz Insurance and Groupama Insurance Company Limited, and is based on the information **You** gave Towergate Underwriting Let Property when **You** applied for this insurance. In return for **Your** premium, **We** will provide the cover shown in the **Schedule** during the **Period of insurance**.

The law that applies to the contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** live.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** live.

Changes in your circumstances

Please tell Towergate Underwriting Let Property **within 30 days or as soon as You know about any changes** in **Your** circumstances which may affect this insurance.

For example:

- the people to be insured
- change of address
- change in type of tenant
- the Sums Insured are not adequate
- **Your Property** is to be left unoccupied for more than 30 consecutive days

Any change in circumstances may result in revised terms and conditions of this Policy from the date of the change. If **You** do not tell **Us** about any change, it may affect any claim **You** make.

What cover is included

The Policy is divided into a number of sections and each section tells **You** what **We** will or will not pay for. To find which sections are in force **You** should check **Your Schedule** which is enclosed with the Policy. **Your Schedule** also tells **You** how much **You** are insured for.

How much to insure for?

It is **Your** responsibility to make sure that the amount **You** insure for represents the full value of the property concerned.

For **Buildings**, this means the full cost of rebuilding **Your** property including any outbuildings, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.

For **Contents** this means the full cost of replacing all the property at today's prices (apart from household linen, where **You** may make a deduction for wear and tear and loss in value).

It's important that **You** insure for the full amount as the 'Sums Insured' are the maximum that **We** will pay in the event of a claim.

Policy Limitations

This Policy is subject to certain Conditions and Exclusions as shown on pages 24-28 and limitations contained in the 'What is not Covered' and 'Settlement of Claims' elements of Sections 1 and 2.

Index Linking

The **Buildings** Sums Insured in **Your Schedule** will be adjusted monthly and updated each year at the renewal date in line with any increase in the level of the House Rebuilding Cost Index (prepared by the Royal Institute of Chartered Surveyors) or any suitable alternative index **We** choose.

The new Sums Insured and renewal premium will be shown on **Your** renewal notice. However, **We** will not reduce Sums Insured if an index value reduces, unless **You** ask **Us** to do so. Index linking the **Buildings** Sum Insured will continue during replacement or repair following loss or damage, as long as replacement or repair is carried out without unnecessary delay.



Definitions

Wherever the following words or phrases appear in this Policy, they will be shown in bold and have the following meanings:

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

The United Kingdom, Channel Islands and Isle of Man.

Buildings

The **Property** and its permanent fixture and fittings, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges contained within the boundaries of the **Land**.

These must all be at the address shown in the schedule.

Contents

Household goods and furnishings contained in the **Property** that **You** own or are responsible for.

The term **Contents** does not include:

- any permanent fixture and fittings of **Your Property**,
- any part of the structure of **Your Property** including ceilings, wallpaper and the like,
- property held in connection with **Your** trade, profession, business or occupation other than the letting of the **Property** specified in the **Schedule**,
- **Personal Money**,
- **Credit Cards**,
- property insured by any other insurance Policy,
- securities (stocks and shares) and documents of any kind,
- any living creature,
- **Motorised Vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these,
- **Valuables**, personal effects and clothing.

Credit Cards

Bank, charge, cheque, credit, debit and cash dispenser cards.

Endorsements

Any variation or addition to the terms of the Policy

Excess

The first part of any claim which **You** must pay. The **Excess** applies separately to each individual **Property** detailed in the **Schedule**.

Land

The Land belonging to the **Property**.

Motorised vehicle

Any electrically or mechanically powered vehicle.

Period of insurance

The period of time the insurance is provided for under this Policy, as set out in the **Schedule**, and any other period the Policy is renewed for.

Property

The house, flat or maisonette and its domestic outbuildings and garages, at the address shown in the **Schedule**.

Personal money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards.

Schedule

This is part of the Policy. It shows **Your** details, details of the property insured, the **Period of insurance**, and the sections of the Policy which apply.

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.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art and furs.

We, Our, Us

Royal & Sun Alliance Insurance plc (Lead Insurer), Allianz Insurance plc and Groupama Insurance Company Limited as insurers and Towergate Underwriting Let Property as administrators of **Your** Policy.

You, Your

The person (or people) named as the Policyholder in the **Schedule**.

Buildings

This section applies only if it is shown in the Schedule

What is Covered

- A. Loss of or damage to the **Buildings** caused by any of the following:
1. Fire, explosion, lightning, earthquake
 2. Smoke
 3. Riot, civil unrest, strikes, and labour or political disturbances
 4. Malicious acts
 5. Storm or flood

What is Not Covered

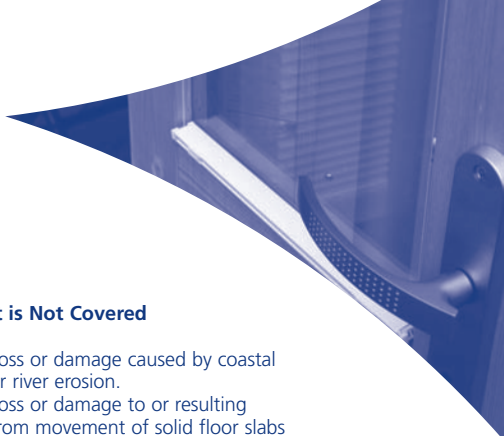
- The amount of any **Excess** shown in **Your Schedule**.
Any amount over that shown as **Your Sum Insured in Your Schedule**.
2. Loss or damage that happens gradually.
 4. Loss or damage caused by persons (other than the tenant) lawfully in the **Property**.
Loss or damage caused while the **Property** is Unoccupied.
 5. Loss or damage caused by freezing.
Loss or damage to fences, gates and hedges.

What is Covered

6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance.
7. Theft or attempted theft
8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling radio and television aerials and dishes, and their fittings and masts
11. Subsidence or heave of the **Land** that the **Buildings** stand on, or landslip.

What is Not Covered

6. Loss or damage caused while the **Property** is **Unoccupied**.
Damage to the installation or appliance itself.
Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **Property**.
Subsidence, heave or landslip caused by water escaping from the **Property**.
7. Loss or damage occurring while the **Property** is **Unoccupied**.
Loss or damage contributed to, or caused by **You** or **Your** family or any person other than the tenant lawfully in the **Property**.
8. Loss or damage caused by domestic pets.
9. Damage to hedges, gates and fences. Damage caused by the felling or lopping of trees.
10. Damage to the receiving aerial, fittings or mast itself.
11. Damage to swimming pools, ornamental ponds and fountains, greenhouses, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges, or fixed tanks providing fuel to the **Property** unless the **Property** is damaged by the same cause at the same time.
Loss or damage caused by the foundations settling, shrinking or expanding.
Loss or damage caused by made up ground settling or new structures bedding down.



What is Covered

12. Accidental Damage

This extension to cover applies only if it is shown in the **Schedule**.

All other **Accidental Damage** to the buildings.

What is Not Covered

Loss or damage caused by coastal or river erosion.
Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Property** are damaged by the same cause at the same time.
Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.
Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.
Reduction in market value following repair.
Loss or damage which originated before this Policy came into force.

12. Maintenance and normal redecoration costs.

Damage caused while the **Property is Unoccupied**.
Damage which is specifically excluded elsewhere in Section 1.
Damage caused by:

- Wear and tear, settlement, shrinkage, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
- faulty materials, design or workmanship;
- chewing, scratching, tearing or fouling by domestic pets;
- **Building** renovations, alterations, extensions or repairs

Additional Cover under this section

What is Covered

- B. **Damage to plumbing installations by freezing**
Damage to interior fixed domestic heating or water installations caused by freezing.
- C. **Fixed glass and sanitary fittings**
The accidental breaking of fixed glass, ceramic hobs and sanitary fittings, which form part of the **Buildings** (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).
- D. **Damage to underground services**
Accidental breakage of drains and pipes and **accidental damage** to cables and underground tanks which are used to provide services to or from the **Buildings**.
- E. **Additional Costs**
If **We** accept a claim under Section 1A **We** will also pay for the following:
(a) Architects' and surveyors' fees necessary for restoring the **Buildings**.
The amounts **We** pay for these fees must not be higher than that authorised by the relevant professional institute.

What is Not Covered

The amount of any **Excess** shown in **Your Schedule**.

- B. Loss or damage occurring while the **Property** is **Unoccupied**.
- C. Damage caused when the **Property** is **Unoccupied**.
- D. Damage caused whilst clearing or attempting to clear a blockage.
(a) Damage due to a fault or limit of design, manufacture, construction or installation.
(b) Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life
- E. (a) Fees charged for preparing any claim under this Policy.



What is Covered

- (b) The necessary cost of removing debris and demolishing or supporting the damaged part of the **Buildings**, which **We** have agreed to pay.
- (c) The cost of meeting **Building** regulations or municipal or local authority by-laws.

F. **Loss of Rent and the cost of Alternative Accommodation**

If the **Property** is damaged by any cause listed under Section 1A and, as a result, it cannot be lived in, **We** will pay:

- (a) for **Your** loss of rent; and
- (b) any reasonable extra accommodation expenses; until the **Property** is ready to be lived in.

We will not pay more than 20% of the **Buildings** Sum Insured, for any one incident.

G. **Contracting Purchaser**

If **You** enter into a contract to sell any **Building** insured by this Policy, and the **Building** is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.

What is Not Covered

- (c) Any cost **You** are legally responsible for paying because of a notice served on **You** before the date of the loss or damage.

What is Covered

H Replacement Buildings

If **You** buy a new **Property**, **Your** existing **Buildings** will be insured free of charge until the date of completion or for 3 months, whichever is the earlier. This extension will operate from the time **We** agree to insure the **Buildings** of **Your** new **Property**.

I. Emergency Access

Damage to the **Property** caused by forced access to deal with a medical emergency or to prevent damage to the **Property**. **We** will not pay more than £1,000 for any one incident.

J. Tracing and Access of Leaks

If the **Buildings** are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the **Property**, **We** will pay the reasonable cost of removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak and making good. **We** will not pay more than £1,000 for any one incident.

K Property Owners Liability

Your legal liability as owner of the **Buildings** to pay damages and claimants' costs and expenses for:

- accidental death, bodily injury, illness or disease; or
- accidental loss of or damage to property; happening during the **Period of Insurance** and arising;

What is Not Covered

- K. Liability arising from:
- accidental death, bodily injury, illness or disease to **You** or **Your** family;
 - loss of or damage to property which **You** or **Your** family own or are responsible for;
 - any trade, business or profession of **You** or **Your** family other than the letting of the **Buildings**;



What is Covered

- (a) from **You** owning the **Buildings** or
- (b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 for any **Property You** own and occupy or lease and occupy.

If the **Buildings** section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any **Property** insured by this section before the Policy was cancelled or ended.

We will not pay more than £2,000,000 for any one incident (other than accidental death, bodily injury, illness or disease to any domestic employee where the amount is £10,000,000).

We will also pay all **Your** costs and expenses that **We** have already agreed to in writing.

What is Not Covered

- the ownership or use of any **Motorised Vehicle**;
- any agreement or contract unless liability would have applied anyway;
- the passing on of any contagious disease or virus.
- under (b), if it is covered by any other insurance.

Settlement of Claims

Sum Insured Condition

At all times, the Sum Insured must be adequate to cover the full cost of rebuilding the **Buildings** to the same specification, including an amount for demolition costs and architects' and surveyors' fees.

If at the time of a loss **Your** Sum Insured is too low, **We** will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear.

Settling Buildings claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

What we will pay

The most **We** will pay under paragraphs A-E, G, H and L for loss or damage arising out of one incident is the **Buildings** Sum Insured shown in the **Schedule**.

We will not pay for any reduction in the market value of the **Property** after the damaged parts of the **Property** have been replaced, reinstated or repaired.

We will not reduce the Sum (or Sums) Insured by the amount paid under any claim.

Pairs, sets and suites

We will not pay for the cost of replacing or changing any undamaged items which form part of:

- a set;
- a suite; or
- any other item of a uniform nature, design or colour; when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Contents

This section applies only if it is shown in the Schedule

What is Covered

- A. Loss of or damage to the **Contents** in the **Property** caused by any of the following:
1. Fire, explosion, lightning, earthquake
 2. Smoke
 3. Riot, civil unrest, strikes, and labour or political disturbances
 4. Malicious acts
 5. Storm or flood
 6. Escape of water or oil from any fixed water or heating installation, or from any domestic appliance.

What is Not Covered

The amount of any **Excess** shown in **Your** schedule.

Any amount over that shown as **Your** Sum Insured in **Your** Schedule.

2. Loss or damage that happens gradually.
4. Loss or damage caused by persons (other than the tenant) lawfully in the **Property**.
Loss or damage caused while the **Property** is **Unoccupied**
6. Loss or damage caused while the **Property** is **Unoccupied**.
Damage to the installation or appliance itself.

What is Covered

7. Theft or attempted theft

8. Collision involving aircraft, other flying objects, or anything falling from them; or vehicles, trains or animals.

9. Falling trees or branches, lamp posts or telegraph poles.

10. Falling radio and television aerials and dishes, and their fittings and masts

11. Subsidence or heave of the **Land** that the **Buildings** stand on, or landslip.

What is Not Covered

7. Loss or damage occurring while the **Property** is **Unoccupied**.
Loss or damage contributed to, or caused by **You** or **Your** family or any person other than the tenant lawfully in the **Property**.
Loss by deception unless deception is only used to gain entry to the **Property**.
Loss or damage occurring where the **Building** is a self-contained flat and the theft or attempted theft is from any part of the building that other people have access to. **We** will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).

8. Loss or damage caused by domestic pets.

10. Damage to the receiving aerial, fittings or mast itself.

11. Loss or damage caused by the foundations settling, shrinking or expanding.
Loss or damage caused by made up ground settling or new structures bedding down.
Loss or damage caused by coastal or river erosion.
Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of **Your Property** are damaged by the same cause at the same time.



What is Covered

12. Accidental Damage

This extension to cover applies only if it is shown in the **Schedule**.

All other **Accidental Damage** to the **Contents** while in the **Property**.

What is Not Covered

Loss or damage caused by faulty design or inadequate foundations which do not meet building regulations current at the time of construction.
Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship or using faulty materials.

12. Damage caused while the **Property** is **Unoccupied**.
Damage which is specifically excluded elsewhere in Section 2.
Damage to food in freezers, clothing, sports equipment, contact lenses, stamps and pedal cycles.

Loss in value.

Indirect loss.

Damage caused by:

- wear and tear, depreciation, wet or dry rot, fungus, damp, beetles, moths, insects, vermin, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause;
- chewing, scratching, tearing or fouling by domestic animals;
- any process of dyeing, cleaning, alteration, washing, repairing, renovation or restoration.
- electrical or mechanical breakdown.

Damage to glass, china or porcelain for any amount in excess of £500.

Additional Cover under this section

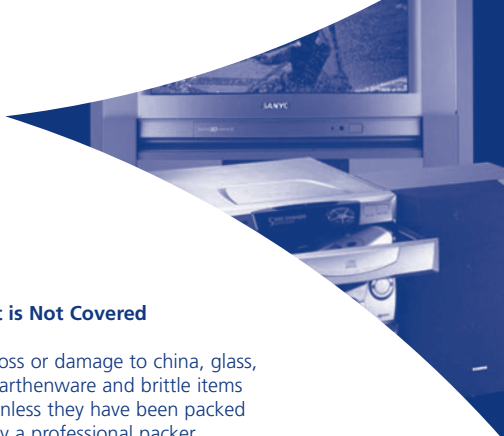
What is Covered

- B. **Glass and Mirrors Accidental Damage** to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the **Property**.
- C. **Accidental Damage to audio, video and computer equipment Accidental Damage** to:
- (a) radios, televisions, video players and recorders, home computers, recording and audio equipment in the **Property**; or
 - (b) receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to the **Property**.

What is Not Covered

The amount of any **Excess** shown in Your schedule.

- B. Damage caused while the **Property** is **Unoccupied**.
- C. Damage caused while the **Property** is **Unoccupied**.
Electrical or mechanical breakdown.
Computers or computer equipment designed to be portable.
Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records.
Loss in value.
Damage caused by:
- chewing, scratching, tearing or fouling by domestic animals;
 - wear and tear;
 - the process of cleaning, washing, repairing or restoring any item;
 - failure to use in line with the manufacturer's instructions; or
 - anything that happens gradually.



What is Covered

- D. **Household Removals**
Loss of or damage to **Contents** while being moved by professional furniture removers from the **Property** to another address (including temporary storage in a furniture depository for up to 7 consecutive days) in the British Isles.
- E. **Loss of Rent and the cost of Alternative Accommodation**
If the house or flat is damaged by any cause listed under Section 2A and, as a result, it cannot be lived in, **We** will pay:
(a) for **Your** loss of rent; or
(b) any reasonable extra accommodation expenses; until the **Property** is ready to be lived in.
We will not pay more than 20% of the **Contents** Sum Insured for any one incident.
- F. **Replacement Locks**
Following the accidental loss or theft of keys, **We** will pay for the cost of replacement locks, lock mechanisms, keys, and key switches to:
(a) external doors and windows of the **Property**; or
(b) intruder alarm systems or domestic safes fitted in the **Property**;
We will not pay more than £500 for any one incident.

What is Not Covered

- D. Loss 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 or damage insured under another Policy.

What is Covered

- G. **Fuel and metered water**
We will cover the accidental loss of domestic heating fuel or metered water for which **You** are responsible.
We will not pay more than £1,000 for any one incident.
- H. **Contents in the open**
We will cover loss of or damage to Contents by any of the causes listed under Section 2A happening in the open on **Land** belonging to the **Property**.
We will not pay more than £250 for any one incident.
- I. **Emergency access**
We will pay for damage to **Contents** following necessary access to the **Property** to deal with a medical emergency or to prevent damage to the **Property**.
We will not pay more than £1,000 for any one incident.

What is Not Covered

- G. Loss or damage caused while the **Property** is **Unoccupied**.
- H. Loss or damage caused while the **Property** is **Unoccupied**.
Loss of or damage to pedal cycles.

Settlement of Claims

Sum Insured Condition

At all times, the Sum Insured must be adequate to cover the full cost of replacing **Your Contents** 'as new' (apart from household linen, where you may make a deduction for wear and tear and loss in value).

If at the time of a loss **Your** Sum Insured is too low, **We** will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear.

Settling Contents claims

We can choose to settle **Your** claim by replacing, reinstating, repairing or by payment. If **We** are able to replace property, payment will be limited to the cost of replacement by **Our** preferred supplier.

A deduction for wear and tear will apply for:

- household linen; and
- property that does not belong to **You**, unless **You** are legally responsible for the cost of replacement as new under the terms of an agreement.

What we will pay

The most **We** will pay under paragraphs A to D for loss or damage arising out of one incident is the **Contents** Sum Insured shown in the **Schedule**.

We will not reduce the Sum (or Sums) Insured by the amount paid under any claim.

Pairs, sets and suites

We will not pay for the cost of replacing or changing any undamaged items which form part of:

- a set;
- a suite; or
- any other item of a uniform nature, design or colour, including carpets; (when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched).

General Conditions

These Conditions apply to all sections of the Policy.

1. Your duty to prevent loss or damage

- (a) **You** and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- (b) All property insured by this Policy must be maintained in good condition.

2. Your Policy

Your Policy includes:

- **Your Schedule**;
- the relevant sections of this booklet;
- any extra Policy sections shown in **Your Schedule**; and
- any **Endorsements** which apply to **Your** cover.

3. Claims

Your duties:

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this Policy, **You** must:

- (a) tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- (b) contact Towergate Underwriting Let Property as soon as reasonably possible and provide all the information and help **We** need;
- (c) do all **You** reasonably can to get back any lost or stolen property and tell Towergate Underwriting Let Property without unnecessary delay if any property is then returned to **You**;

- (d) send Towergate Underwriting Let Property all correspondence, legal documents or any other document unanswered; and
- (e) avoid discussing liability with anyone else without **Our** permission.

Proof of value and ownership

To help **You** prove any loss, **We** recommend that **You** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Our rights

- (a) **We** may:
 - take over and defend or settle any claim in **Your** name; or
 - prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- (b) **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.

Limit

For any claim or series of claims involving legal liability covered by this Policy, **We** may pay:

- (a) up to the limit shown in the Policy (less any amounts already paid as compensation), or
- (b) any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

4. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under this Policy or return any premium to you. **We** may also tell the police.

5. Other insurance

If there is any other insurance covering the same claim, we will only pay our share of the claim, even if the other insurer refuses the claim.

6. Monthly premiums

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 7 – Cancelling this Policy. 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 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 administration charge shall be payable for the period of cover provided.

7. Cancelling this policy

- (a) **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 already commenced, whether within the first 14 days or not, **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.
- (b) Should **You** cancel the policy after the 14 days, **We** will work out the premium for the period **We** have been insuring **You**, based on proportionate rates, and refund any balance. However, **We** will charge **You** at least two months' premium.
- (c) **We** may cancel this Policy by sending 14 days' notice by recorded delivery to **Your** last known address. As long as **You** have not made a claim during the current **Period of Insurance**, **You** will be entitled to a return of **Your** premium relating to the remaining part of the **Period of Insurance** **You** have paid the premium for.

8. Your duty to keep to the conditions of this Policy.

To be covered by this insurance, **You** must keep to the terms and conditions of this Policy.

9. Arbitration

If **We** have accepted **Your** claim but disagree with the amount **We** should pay, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with the law at the time. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

10. Governing Law

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise, **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** live, or, if **You** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** live.

We and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** live, or, if **You** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** live.



General Exclusions

This Policy does not cover any 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. Radioactivity

Loss, damage or liability which involves:

- (a) ionising, radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- (b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Loss in Value

Loss in value of any property following it's repair or replacement.

7. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- (a) a sudden and unexpected accident which can be identified; or
- (b) oil leaking from a domestic oil installation at the **Property**

8. Any loss, damage or liability arising from any computer hardware or software or other electrical equipment not being able to recognise or process a date as a true calendar date.

9. Illegal Activities Exclusion

It is hereby noted and agreed that **We** will not pay for any loss or damage caused as a result of the property being used for illegal activities.



Endorsements

Your Schedule tells you which Endorsements apply.

The following **Endorsements** relate to aspects which are fundamental to this Policy. **You** must comply with the conditions in every respect and at all times. If **You** do not comply a claim payment may not be made in the event of loss or damage to **Your** property.

20. Restricted Theft

Section 2 – **Contents** A 7 excludes loss or damage unless the theft involves forcible entry to or exit from the **Property**.

Inventory Clause

It is a condition of Section 2 – **Contents** that **You** keep an up to date inventory of the **Contents** in the **Property** and it's state of repair.

Change of Tenancy

It is a condition of this Policy that **You** notify Towergate Underwriting Let Property if tenancy changes from professional let to DSS or student let or vice-versa, or property becomes professionally managed, as soon as is reasonably possible.

21. Malicious Damage Exclusion

Section 1 – **Building** A 4 and Section 2 – **Contents** A 4 excludes loss or damage by persons to whom the **Property** has been lent, licensed, let or sub-let.

26. Minimum Security Warranty

It is a condition of your Policy that the following minimum security must be in effect for theft cover to be operative:

- (a) Main entrance/exit door is secured by a five lever mortice deadlock or good quality deadlocking cylinder lock (not a night latch).
- (b) Patio sliding doors each secured by a key operated multi-point locking system or key operated locking device at the top and bottom of the opening door in addition to the manufacturer's lock.
- (c) Other doors are secured by mortice rack bolts or other similar locks near the top and bottom of each door.
- (d) Key operated window locks fitted to all ground floor and accessible windows.

Towergate Underwriting Let Property is a trading name of
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