

POLICY WORDING

Unoccupied Home Insurance





We will pay for any loss, damage, injury, costs 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.

Towergate Underwriting Household

Towergate House
St Edward's Court
London Road, Romford
Essex RM7 9QD

Telephone: 01708 777710
Facsimile: 0344 892 1509
www.towergate.co.uk/household
email: household@towergate.co.uk

Adrian Brown
For and on behalf of Towergate Underwriting Household
A trading name of Towergate Underwriting Group Limited

Your Policy is arranged by Towergate Underwriting.
Towergate Underwriting and Towergate Underwriting Household are trading names of Towergate Underwriting Group Limited.
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN.

Registered in England No. 4043759. www.towergate.co.uk
Authorised and regulated by the Financial Conduct Authority.

Underwritten by: A Leading UK insurer (or insurers) as detailed under the policy schedule



Complaints

If at any time **You** have a complaint about the services provided to **You** by Towergate Underwriting Household then **You** should contact:

The Complaints Officer
Towergate Underwriting Household,
Towergate House, St Edward's Court,
London Road,
Romford,
Essex
RM7 9QD

Tel: 01708 777710
Fax: 0344 892 1509

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded and **Your** comments analysed to help improve the service offered. Complaints which **Your** insurer are required to resolve will be passed to them and **You** will be notified if this happens.

If at any time **You** have a complaint about the services provided by the insurer of the policy, then **You** should contact the Complaints Officer of the insurer shown in the insurer Endorsement on **Your** policy **Schedule**.

If the insurer is a member of Lloyds **You** may write to:

Policyholder & Market Assistance
Market Services
One Lime Street
London
EC3M 7HA

Tel: 0207 327 5693
Email: complaints@lloyds.com

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service (FOS)
Exchange Tower,
LONDON,
E14 9SR

Tel: 0800 023 4567 (free from landlines) or
Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst Towergate Underwriting Household and **Your** insurers are bound by the decision of the FOS, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on your service provider.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 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. The FOS will only consider **Your** complaint if **You** have given Towergate Underwriting Household or **Your** insurer the opportunity to resolve it.

Financial Services Compensation Scheme

Towergate Underwriting Household 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 www.fscs.org.uk.



Contents

This Policy has several sections, check **Your Schedule** to see which sections are in force.

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How to use your Unoccupied Home Insurance Policy

Your Policy

This is **Your** new Policy containing details of the cover **You** have bought. **We** have made every effort to make the Policy details as clear as possible. Please read **Your** Policy carefully and if **You** have any queries **We** or **Your** Towergate Underwriting Insurance Adviser will be pleased to help **You**.

We aim to provide a high level of service and to pay claims fairly and quickly within the terms set out in the Policy. If, however, there is any dispute which cannot be resolved, **You** are entitled to appeal to the Financial Ombudsman Service for an independent assessment.

What cover is included?

The Policy is divided into a number of sections, 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 up to **You** 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 as defined by the Building Cost Information Service of the Royal Institute of Chartered Surveyors including any outbuildings plus an amount for any additional charges which could be incurred in rebuilding such as demolition costs, architects and surveyors fees and complying with the requirements of local authorities. For **Contents** this means the full replacement cost of all Contents, as new, less an amount for wear, tear and depreciation on clothing and household linen.

Remember, if **You** are inadequately insured any claim payments may be reduced.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge then **Your** policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Changing Your details

You must tell **Us** as soon as possible about any changes that may affect **Your** policy cover. If **We** are not advised of any changes to **Your** circumstances, then **Your** policy may be cancelled, or **Your** claim rejected or not fully paid.

The changes that **You** should tell **Us** about are:



- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If the property is used for business and the type of business use;
- If the occupancy of the property changes and it is no longer unoccupied (see “Conditions applying to this policy - 9. Notice of Change of Occupancy”);
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings** Insurance with **Us**);
- If the **Contents** sum insured changes (if **You** have **Contents** insurance with **Us**);
- If there are any renovations or building works being carried out, or due to commence, at the property (see “Conditions applying to this policy - 10. Notice of Works Clause”);
- If the type of locks or alarm should change, or if **You** no longer have an alarm maintenance contract in force;
- If the property is no longer self contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, ie cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided;

When **You** tell **Us** about a change, **We** will reassess the premium and the terms of **Your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made.

In some circumstances **We** may not be able to continue **Your** policy following the changes. If this is the case, **You** will be notified and the policy will be cancelled in line with the cancellation rights detailed in “Conditions applying to this policy – 2.Cancellation”.

Policy Limitations

Are shown

- under each Section – ‘We will not pay for’ and ‘Settlement of Claims’
- on page 20 – Exclusions applying to Sections 1 – 3
- on page 22 – Conditions applying to Sections 1 – 3

How to make a claim

Please first read this Policy and **Your** Schedule to check that **You** are covered. Please refer to and follow the Notification of Claims Procedure on page 23. To register a claim phone **Towergate Underwriting on 01708 777710**.

Tell **Us** what happened. Let **Us** have as much information as possible. **We** will verify **Your** cover and arrange to send **You** a claim form so that **We** can deal with **Your** claim as quickly as possible.

If **You** need to ask any questions during **Your** claim, please call **Us** on the above number.



Definitions

Definitions are set out below and any word or phrase which has a definition is printed throughout Sections 1 – 3 in **bold type**.

British Isles

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

Buildings

The **Home** and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the **Land**.

Clauses or Endorsements

Any variation or addition to the terms of the Policy.

Contents

Household goods, furniture and furnishings.

The term **Contents** does not include:- any permanent fixtures and fittings, **Valuables**, personal effects or clothing or **Money** and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories, property held in connection with your trade, profession, business or occupation.

Excess

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

Furnished for Normal habitation

A property furnished for normal habitation must have sufficient furniture and furnishings for normal living purposes, including carpets, curtains, beds, tables, chairs, wardrobes and cooking facilities.

Home

The unoccupied private dwelling and its domestic outbuilding and garages at the address shown in the **Schedule**.

Land

The land belonging to the **Home**.

Money

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

Policyholder/You/Your

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



Schedule

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the period of insurance, and the sections of the Policy which apply.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs. All other Personal Effects, photographic and video equipment and all other portable electrical equipment.

We/Us/Our

A leading UK insurer (or insurers) as detailed on the policy **Schedule** and Towergate Underwriting Household as administrators of the policy.

Your Family

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

Index Linking

Please refer to **Your Policy Schedule** to check whether Index Linking applies to **Your Sums Insured**.

If Index Linking does apply, the Sums Insured on your **Schedule** for section 1 **Buildings** and section 2 **Contents** will be adjusted monthly in line with:

a) **Buildings** – the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.

b) **Contents** – the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

No charge will be made for this during each year but anniversary 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.



Section 1

Buildings

Your Schedule tells You if this Section is in force

We will pay for

A. The Basic Cover

Loss of or damage to **Buildings** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood.
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.

We will not pay for

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

A.

2. Damage caused by any gradually operating cause.
3. Loss or damage not reported to **Us** within 7 days of the occurrence of such incident
4. Loss or damage unless such loss or damage is consequent upon violent and forcible entry.
Damage caused by any person lawfully in the **Home**.
5. Loss or damage caused by freezing, subsidence, ground heave or landslip
Loss of or damage to hedges, gates and fences.
6. Damage to the installation or appliance itself.
Loss or damage due to wear and tear or gradual deterioration.
Loss or damage caused by gradual emission.
Loss or damage caused by faulty workmanship.
Damage caused by any person lawfully in the **Home**.
Loss or damage arising from wet or dry rot.



Buildings – continued

We will pay for

7. Theft or attempted theft.
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
9. Falling trees or branches, lamp posts or telegraph poles.
10. Falling receiving aerials (including satellite dishes) and their fittings or masts
11. Subsidence or heave of the site on which the **Buildings** stand, or landslip.

We will not pay for

- Loss or damage caused by subsidence, Landslip, or heave other than as covered by Peril 11.
- Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the **Home**.
7. Loss or damage unless such loss or damage is consequent upon violent and forcible entry.
Damage caused by any person lawfully in the **Home**.
 8. Loss or damage caused by domestic pets.
 9. Damage to hedges, gates and fences.
Damage caused by felling or lopping of trees.
 10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
 11. The first £1,000 of any claim.
Damage resulting from coastal or river erosion.
Damage resulting from faulty workmanship or the use of defective materials.
Damage resulting from demolition, alteration or repair to the **Buildings**.
Loss or damage resulting from normal settlement shrinkage or expansion
Damage resulting from the bedding down of new structures or settlement of made-up ground.
Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.



Buildings – continued

We will pay for

- B. Damage to Plumbing Installations by Freezing**
Damage to interior fixed domestic heating or water installations caused by freezing.
- C. Breakage of Fixed Glass and Sanitary Fittings**
Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.
- D. Damage to Underground Services**
Accidental damage to underground services to the **Home** for which **You** are legally responsible.
- E. Additional Costs**
Complying with government or local authority requirements.
 - a) complying with government or local authority requirements
 - b) architects, surveyors and other professional fees.
 - c) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by this Section.

We will not pay for

- Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the **Home** are damaged by the same cause, and at the same time.
Diminution of Market Value.
- B.** Loss or damage whilst the Buildings are insufficiently furnished for normal habitation.
- C.** Loss or damage whilst the **Buildings** are insufficiently furnished for normal habitation.
- D.** Damage caused whilst clearing, or attempting to clear a blockage.
- E.** Fees charged for preparing any claim under this Policy.
 - a) costs for complying with requirements notified before the loss or damage occurred.
 - b) fees charged for preparing any claim under this Policy.



Settlement of Buildings Claims

Provided that at the time of loss or damage the Sum Insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a) the cost of repair, or
- b) the cost of replacement.

We will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

If the **Buildings** are not in good repair or if repair or replacement is not carried out, **We** will at **Our** option pay:

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

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, incl payable under Sections **A–E** will not exceed the Sum Insured.

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

Underinsurance

This Section of the policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the **Buildings** shall at the time of any loss be of greater value (as defined by current Royal Institution of Chartered Surveyors figures) than the sum insured by this Policy, **You** shall **ONLY** be entitled to recover hereunder such proportion of the said loss as the sum insured by this policy bears to the total reinstatement value of the **Buildings**, plus an amount for demolition costs, architects and surveyors fees and complying with the requirements of local authorities.

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

Contents

Your Schedule tells You if this Section is in force

We will pay for

A. The Basic Cover

Loss of or damage to **Contents** whilst contained within the **Home** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour or political disturbances.
4. Malicious persons or vandals.
5. Storm or flood
6. Escape of water or oil from any interior fixed heating or domestic water installation, washing machines or dishwashers.

We will not pay for

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

A.

2. Damage caused by any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.
Loss or damage unless such loss or damage is consequent upon violent and forcible entry.
5. Loss or damage caused by frost
Loss or damage to property in the open
Loss or damage caused by rising groundwater levels
6. Damage to the installation or appliance itself.
Loss or damage due to wear and tear or gradual deterioration.
Loss or damage caused by gradual emission.
Loss or damage caused by faulty workmanship.
Loss or damage arising from wet or dry rot.
Loss or damage caused by subsidence, landslip or heave other than as covered by Peril 11.



Contents – continued

We will pay for

7. Theft or attempted theft.

8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.

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

10. Falling receiving aerials (including satellite dishes) and their fittings or masts.

11. Subsidence or heave of the site on which the **Buildings** stand, or landslip

We will not pay for

7. Loss or damage unless such loss or damage is consequent upon violent and forcible entry.
Any amount exceeding £500 from outbuilding (other than garages)
Damage caused by any person lawfully in the **Home**.

8. Loss or damage caused by domestic pets.

9. Damage caused by felling or lopping.

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

11. Damage resulting from coastal or river erosion.
Damage resulting from faulty workmanship or the use of defective materials.
Damage resulting from demolition, alteration or repair to the **Buildings**.
Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the **Home** are damaged
by the same cause and at the same time.
Damage resulting from the bedding down of new structures or settlement of made up ground.



Contents – continued

We will pay for

- B. Breakage of Glass and Mirrors**
Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.
- C. Contents Temporarily Removed**
Up to 20% of the **Contents** Sum Insured for loss of or damage to **Contents** temporarily removed from the **Home** but within the **British Isles** caused by:- a) circumstances as described in Section 2A – The Basic Cover, but excluding Theft.
- D. Theft of Keys**
Up to £150 for the replacement of external door locks and keys to the **Home** if keys are stolen.

We will not pay for

- B.** Loss or damage whilst the **Buildings** are insufficiently furnished for normal habitation.
- C.** Loss of or damage to **Contents**:-
- For sale, or away on exhibition.
 - In the open caused by storm, flood or malicious damage.
 - In the custody or control of **You** or **Your Family** whilst temporarily living away from the **Home** for the purpose of education.
 - By theft unless involving forcible and violent entry to or exit from a building.
 - Any amount exceeding £2,500 from outbuilding.



Settlement of Claims

Provided that at the time of loss or damage the Sum Insured is not less than the full replacement cost We will at Our option:

- a) replace the item(s) as new (except for household linen where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for household linen where a deduction for wear, tear and depreciation will be made).

The full replacement cost is the cost of replacing all Contents as new less an amount for wear, tear and depreciation on clothing and household linen.

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

Underinsurance

This Section of the policy is SUBJECT TO THE CONDITION OF AVERAGE, that is to say, if the Contents at the time of loss or damage, are of greater value than the full replacement cost as new (except for clothing and household linen), then You shall only be entitled to recover hereunder such proportion of the said loss or damage as the sum insured by this Section bears to the total replacement value, as new, of all the Contents.

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.

Contribution

If any loss or damage is covered by any other insurance We will not pay more than Our rateable share of the claim.



Section 3

Legal Liability

Your Schedule tells You if this Section is in force

We will pay for

A. Property Owners Liability

(Only operative if Section 1 – **Buildings** is in force)
Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by You with Our consent to indemnify You against legal liability for:

- a) accidental death, bodily injury, illness or disease to any person.
- b) accidental loss or damage to the property occurring whilst Section 1 – **Buildings** of this policy is in force and incurred:
 - i) as owner (not occupier) of the **Home** and its land.
 - ii) in connection with any other private residence formerly owned and occupied by You and incurred by reason of Section 3 of the Defective Premises Act 1972, or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability. If Section 1 – **Buildings** of the Policy expires or is cancelled, cover under this paragraph A (b) (ii) shall continue for a period of 7 years in respect only of the **Home**.

We will not pay for

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

A.

Liability arising from

- You or Your family as occupiers of the **Home**
- Accidental death, bodily injury, illness or disease to You or Your Family or any domestic employee.
- Damage to property which belongs to You or Your Family or any domestic employee.
- Any profession, business or employment of You or Your Family.
- The ownership or use of motor vehicles (other than gardening machines) or lifts.
- 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.



Endorsements

The following Endorsements form an integral part of the Policy and if operative the Endorsement number shall appear at the bottom of Your Schedule.

ENDORSEMENT 9 PROTECTIONS CONDITION

We will not be liable for loss or damage by theft or attempted theft from the private dwelling unless:

1. the following security devices are fitted and put into operation whenever the private dwelling is left unattended

(a) either

a lock approved to BS3621 or

a mortice deadlock of at least 5 levers or

a rim automatic deadlatch with a key-locking handle on the inside or a key-operated multi-point locking system with at least three fixing points and a lock cylinder with at least five pins to the main entrance door

(b) key-operated security devices top and bottom in addition to existing locks or a lock to the standard in (a) above to all other external doors except sliding patio doors

(c) a key-operated patio door lock mounted internally on the centre rail(s) or protection to the standard in (b) above to sliding patio doors

(d) key-operated security devices to all opening windows and skylights on the ground floor and those which are accessible on other floors

2. all keys are removed from locks and placed out of sight when the private dwelling is left unattended

3. external windows as described in paragraph 1(d) and all external doors are secured as above when your household has retired for the night except windows in occupied bedrooms which may be left open for ventilation

Alternative security devices are not acceptable unless we have given our written agreement

ENDORSEMENT 10 SUBSIDENCE, LANDSLIP AND HEAVE EXCLUSION

Cover is deleted for **Section 1 – Buildings A11** and **Section 2 – Contents A11**.

ENDORSEMENT 12 CONTRACTORS EXCLUSION CONDITION

It is a condition precedent to **Our** liability under this policy that this insurance does not cover loss, damage or liability arising out of the activities of contractors at the **Home**.

ENDORSEMENT 21 UNOCCUPANCY CONDITION

- i) It is a condition precedent to **Our** liability under this policy that the **Home** is inspected internally and externally at least once every 7 days by **Your** representative and that all Mail, newspapers, flyers and such are removed from the **Home** and that the **Building** and gardens of the Home are suitably maintained in good condition.



Section 1 – Buildings and Section 2 – Contents exclude peril 6 Escape of Water unless:

- ii) the water, gas and electricity supplies are turned off at the mains (and for the period November to March inclusive all water tanks, pipes and apparatus are drained) unless required to operate an automatically operated central heating system used to maintain a minimum temperature of 58°F (15°C) at all times.

ENDORSEMENT 23 RESTRICTION OF COVER

Cover under **Section 1 – Buildings** and **Section 2 Contents** is limited to A1 (fire, explosion, lightning, earthquake) only.

Further endorsements may apply, please refer to your Policy Schedule for details.



Exclusions applying to this 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 RISKS AND TERRORISM

A) 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

B) Terrorism

harm or damage to life or to property (or the threat of such harm or damage) including 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

C) any action taken in controlling preventing suppressing or in any way relating to (A) or (B) above.

2. SONIC BANGS

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

3. RADIOACTIVITY

Loss, damage or liability which involves:

a) ionising radiation or radioactive contamination by radioactivity from nuclear fuel or nuclear waste; or

b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.



4. LOSS IN VALUE

Loss in value of any property following repair or replacement.

5. POLLUTION OR CONTAMINATION

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

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

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

C. DATA RECOGNITION FAILURE

In the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether **Your** property or not correctly to

- a) recognise any date as its true calendar date
- b) capture, save, retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any data otherwise than its true calendar date
- c) capture, save, retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture, save, retain or process such data provided that this Exclusion shall not apply to subsequent Damage not otherwise excluded which results from any of The Basic Cover A 1–11 of Section 1 Buildings



Conditions applying to this 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

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.

You may cancel the Policy at any time by giving 7 days notice in writing to Us at:

Towergate Underwriting Household, Towergate House, St Edwards Court, London Road, Romford, Essex RM7 9QD

If the policy has been issued on a short term basis (90, 182, or 273 days duration) there will be no premium refund in the event of cancellation.

If the policy has been issued on an annual basis (12 months) the Insurer will retain a charge of 50% of the pro rata return of premium.

Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

If the premium is paid under a monthly instalment plan and a claim has been settled during the current **Period of Insurance** You must continue with the instalment payments. Alternatively We will deduct outstanding instalments from any claim payment that may be due to You.

No refund of premium will be made under a monthly instalment plan.

We reserve the right to cancel this **Policy** immediately in the event of non-payment of the premium or default by You under a monthly instalment plan.

No refund will be made to You of any instalment paid.

We may also cancel the Policy by sending 7 days notice by recorded delivery to You at Your last known address.

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 administration charge shall be payable for the period of cover provided.



4. OTHER INSURANCES

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

5. FRAUD

You and **Your Family** must not act in a fraudulent manner.

If **You** or anyone acting for **You**:

- make a claim under the **Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- make a statement in support of a claim knowing the statement to be false in any respect or
- submit a document in support of a claim knowing the document to be forged or false in any respect or
- make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance.

Then:

- **We** shall not pay the claim
- **We** shall not pay any other claim which has been or will be made under the **Policy**
- **We** may at **Our** option declare the **Policy** void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy** since the last renewal date
- **We** shall not make any return premium
- **We** may inform the Police of the circumstances

6. NOTIFICATION OF CLAIMS

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) advise **Us** as soon as reasonably possible and at **Your** expense provide full details and proofs as requested by **Us**.
- iii) take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- iv) within seven days of loss or damage by riot, civil commotion, strikes, labour disturbances or malicious persons, deliver to **Us** at **Your** own expense a written claim, together with such detailed particulars and proofs, certificates or other documents as may reasonably be required, together with details of any other insurance covering such injury, loss or damage.



b) Legal Liability

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

- i) advise **Us** immediately and as soon as possible provide full details and assistance as requested by **Us**.
- ii) immediately send to **Us** 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.

7. CONDUCT OF CLAIMS

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) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- iii) 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 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**.

8. GOVERNING LAW

There is a choice of law for this Insurance, but unless **We** agree otherwise English law applies.

9. NOTICE OF CHANGE OF OCCUPANCY

It is a condition precedent to the liability under this policy that **You** or **Your** authorised representative, shall notify **Us** if the Home specified in the Schedule ceases to be anything other than unoccupied. Upon receipt of this notice **We** will amend the terms and conditions of this Insurance.

10. NOTICE OF WORKS CLAUSE

It is a condition precedent to the liability under this policy that **You** shall notify **Us** prior to the commencement of any conversion, extensions, refurbishment and modernisation to the **Home**. Upon receipt of this notice **We** reserve the right to amend the terms and conditions of this Insurance.

Towergate Underwriting Household and Towergate Underwriting

are trading names of Towergate Underwriting Group Limited

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Registered in England No. 4043759

Authorised and regulated by the Financial Conduct Authority

UNOCCUPIED/PW/07.17

