

**POLICY WORDING**

# **Beach Hut Insurance**







# Contents

This Policy Wording consists of individual sections. It should be read in conjunction with the **Schedule** which indicates which sections **You** are insured under and gives precise details of the extent of **Your** insurance protection.

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# Introduction

This is your insurance Policy. It is a contract of insurance between **You** and **Us** and is made up of this Policy Wording, the **Schedule**, and any **Endorsement** applied, and the proposal form or statement of fact (where appropriate).

It is based on the statements and information **You** provided when **You** applied for the insurance. That information may have been given on a proposal form or a statement of fact. **We** used this information to assess the cover **We** would provide for **You** and to set the premium and **Policy** conditions **We** need for that cover.

Please note that **We** do not check any information provided by **You** and that **We** rely on **You** to provide **Us** with complete and accurate information. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, or renew **Your Policy**. If **You** fail to do so, **Your Policy** may be void, or may be cancelled, or **Your** claim may be rejected or not fully paid. If **You** are in doubt as to whether **You** have answered any question completely and accurately, **You** should check **Your** records rather than guess.

If **You** filled in a proposal form, **We** will send **You** a copy of it if **You** request it. If **You** did not fill in a proposal form **You** should already have a copy of all the information **You** gave **Us**.

**You** must check this information carefully and let **Us** know immediately if any part of the information **You** gave is wrong.

**You** should read this Policy Wording, Your Schedule, any **Endorsements** attaching, and any proposal form or statement of facts together. Please check them carefully to make sure they give **You** the cover **You** want and that the information provided is complete and accurate. **You** must inform **Us** immediately if any of the information provided to **Us** is incomplete or inaccurate. If **Your** needs change or if any of the information on which the contract is based has changed, **We** might need to alter the **Schedule**. Under the **Policy** conditions **You** must tell **Us** without delay about any changes in the information **You** gave **Us**. **We** will update the contract every time **We** agree to an alteration. **You** will be given a new **Schedule** each time **We** renew the contract or make an alteration. If **You** ask **You** will be sent a new Policy Wording when **You** renew **Your Policy**.

**We** agree to insure **You** under the terms and conditions set out in this **Policy** under the Sections shown in the **Schedule** for loss, damage or liability that happens during the **Period of Insurance**.

**You** agree to pay the premium and keep to the terms and conditions of the **Policy**.



# Definitions

The **Policy** has a number of key words, expressions or phrases that have the same meaning whenever they appear in **bold** type. These are shown below:

## **Bodily Injury**

Includes death and illness.

## **Contents**

Household goods, personal possessions (including sports equipment) and fixtures and fittings belonging to **You** or for which **You** are legally responsible.

The term **Contents** does not include, jewellery, watches, furs, curios, works of art, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them; collections or sets of objects whose value lies in the existence of the collection or set rather than an individual item of it, audio and video equipment, computer equipment and mobile phones.

## **Credit Cards**

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

## **Damage**

Means damage or loss to the Beach Hut or Chalet, its' **Contents**, from sudden and external causes including fire, **Flood**, malicious damage, vandalism, accident and theft.

## **Endorsement(s)**

A variation to the terms and conditions of this insurance.

## **Excess**

The first amount of each claim **You** must pay. If **You** make a claim under more than one section for loss or damage which happens at the same time by the same cause, only one excess will be deducted.

## **Flood**

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the Beach Hut or Chalet.

## **Money**

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

## **Period of Insurance**

The period shown in the **Schedule** for which **You** have paid and **We** have accepted a premium.

## **Policy**

This is your insurance Policy. It is a contract of insurance between **You** and **Us** and is made up of this Policy Wording, the **Schedule**, and any **Endorsement** applied, and the proposal form or statement of fact (where appropriate).



### **Schedule**

The document which gives detail of the insured, beach hut or chalet insured, **Period of Insurance**, **Sum Insured** and premium payable.

### **Sum Insured**

- a) The amount shown in the **Schedule** against each section.
- b) The maximum **We** will pay for claims arising out of one event.

### **We/Us/Our/Underwriters**

Arch Insurance (UK) Limited.

### **You/Your/Insured**

The person named in the **Schedule** as the insured and all members of their family and domestic partners permanently residing with them.

## **Your Insurers**

Your policy has been arranged by Towergate Insurance on behalf of Arch Insurance (UK) Limited.

Towergate Insurance is a trading name of Towergate Underwriting Group Limited. Registered in England Company No. 4043759. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by checking the FCA website at [fca.org.uk/register](https://www.fca.org.uk/register) or by contacting them on **0800 111 6768**.

Underwritten by Arch Insurance (UK) Limited.

Registered office 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ. Registered in England and Wales under No 4977362. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority register number: 229887 and the Prudential Regulation Authority. This can be checked by visiting the Financial Services Register ([register.fca.org.uk](https://www.fca.org.uk/register)).



# Important notice

## Cancellation of this Insurance

**You** may cancel this **Policy** at any time by **You** giving 14 (fourteen) days notice in writing to **Us**. There will be no refund of premium if a claim is made relating to the **Period of Insurance** for which **You** have been covered; but otherwise a proportionate refund of premium paid will be made.

**We** may cancel this **Policy** by giving 14 (fourteen) days notice in writing where there is a valid reason for doing so. **We** will send **Our** notice of cancellation to **Your** last known postal address and **We** will set out the reason for the cancellation in **Our** letter. Valid reasons for cancellation may include, but are not limited to:

- Where **You** are required in accordance with the terms of this **Policy** to co-operate with **Us** or give **Us** such information, assistance or documents as **We** may reasonably require and **You** fail to do so in a way that materially affects **Our** ability to deal with the claim, or **Our** ability to defend **Our** interests. In this event, **We** may issue a cancellation letter giving you 14 (fourteen) days notice and **We** may cancel **Your Policy** if **You** fail to co-operate with **Us**, or give **Us** the required information, assistance, or documents by the end of the 14 (fourteen) days cancellation notice period.
- Where there is a failure by **You** to exercise the duty of reasonable care in maintaining the Beach Hut or Chalet and all other services in a good condition and a good state of repair or in taking all reasonable steps to avoid, prevent or minimise any loss, damage, injury or accidents as required under General Condition 1 of this **Policy**.
- Where **We** reasonably suspect fraud or dishonesty or exaggeration.
- Use of threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.

A proportionate refund of premium paid will be made to **You** for the cancelled period of the insurance.

## Cooling Off

**You** can cancel this **Policy** by contacting **Us** within 14 days from the date **You** receive **Your** policy documentation. If **You** have not made any claims in this period, **We** will refund the premium paid to **Us**.

## Peace of mind

Arch Insurance (UK) Limited are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Information about the Compensation Scheme arrangements is available from:

FSCS: [www.fscs.org.uk](http://www.fscs.org.uk)

## Governing Law

This **Policy** is governed by the law that applies in the part of the United Kingdom where **You** normally live. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this **Policy** include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.



## Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. **We** will update this notice as required and at least annually (every December). Therefore, **We** suggest **You** revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. **You** can find out more about the ICO here: [ico.org.uk](https://ico.org.uk)

### Who are We?

Towergate Insurance (part of The Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

**You** can contact **Us** for general data protection queries by email to [DataProtection@ardonagh.com](mailto:DataProtection@ardonagh.com) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London EC3R 7PD. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about The Ardonagh Group of companies please visit [www.ardonagh.com](https://www.ardonagh.com)

### What information do We collect?

To enable **Us** to provide **You** with the right product or service to meet **Your** needs (or to handle a claim) **We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code).

**We** may need to request and collect sensitive personal information such as details of convictions or medical history for **Us** to provide **You** with the product or service or to process a claim.

**We** only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek **Your** explicit consent to process this information as it is required by **Us** to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** that product or service.

### How do We use Your personal information?

**We** will use **Your** personal information to:

- Assess and provide the products or services that **You** have requested
- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis.

**We** may also take the opportunity to:

- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to **Our** websites.



Only where **You** have provided **Us** with consent to do so, **We** may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time **We** will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract). **We** are fully committed to Ofcom regulations and have strict processes to ensure **We** comply with them.

To ensure the confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

**We** may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### **Securing Your personal information**

**We** follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

**We** store all the information that **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

### **When do We share Your information?**

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. **We** will never make a search that leaves a record on **Your** credit history without informing **You** first.

**We** may use firms involved in financial management regarding payment.

**We** may also share **Your** data with other companies who carry out market research on **Our** behalf and who may contact **You** for the purpose of obtaining feedback on the products and services **We** offer. **We** will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where **We** have **Your** consent to do so.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.



If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

**We** may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

**We** may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

### **How long do We keep Your information for?**

**We** will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

**We** will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

### **Your rights**

There are a number of rights that **You** have under data protection law. Commonly exercised rights are:

- Access – **You** may reasonably request a copy of the information **We** hold about **You**.
- Erasure – Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to have **Your** data deleted (sometimes known as the right to be forgotten).
- **We** may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it.
- Marketing – If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

If **You** are unhappy about the way **We** have handled **Your** data or upheld **Your** rights, **You** can complain to the Information Commissioner's Office (ICO) at any time.

Further details of **Your** rights can be obtained by visiting the ICO website at [ico.org.uk/your-data-matters](https://ico.org.uk/your-data-matters)

## **Protecting Your data**

Security of **Your** data is very important to **Us**. **We** will ensure that **Your** data is processed with appropriate security measures in place. **We** will collect, and process data about **You** and any other persons insured under the **Policy**, to undertake the contract of insurance. For some information (such as about health or criminal convictions), explicit consent is required to allow **Us** to process data. **You** can withdraw consent or **You** can ask **Us** to erase **Your** data at any time. Note that in this case, or if **You** decline to provide any data, this will mean **We** can no longer provide **You** with insurance or deal with claims. **We** may still be required to process data about **You** for legal or regulatory reasons.

**We** will exchange data about **You** with other parties in order to provide **You** with, and administer this insurance and any claims. This may include **Your** intermediary (if **You** used one), their wholesale supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. **We** will not use **Your** data or pass it to any other party for marketing products or services to **You** unless **You** have given consent.



**We** will not keep **Your** data for longer than necessary. **We** will delete data about **You** within seven years after **Your** cover ends, though for some types of insurance, **We** may be required to retain data for longer due to law or regulatory obligations. If **We** transfer **Your** data outside the EEA, **We** will ensure it has equivalent protection.

**We** or **Our** suppliers may use data about **You** (including sensitive data) for general risk assessment and modelling purposes.

If **You** need more information about how **We** process **Your** data or if you wish to exercise **Your** rights under the General Data Protection Regulation, please contact:

The Data Controller  
Arch Insurance (UK) Limited  
5th Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

If **You** are not satisfied with the way **We** have managed **Your** personal data, **You** may complain to the Information Commissioner's Office. **You** can contact them by:

Visiting the website [www.ico.org.uk/make-a-complaint](http://www.ico.org.uk/make-a-complaint) or alternatively telephoning on **0303 123 1113**



# Our Commitment to Service – If You have a complaint

**Towergate** will do everything possible to ensure that **You** receive excellent service at all times and be there when **You** need **Us**. We hope that **You** do not have cause to complain, however if at any time **You** are dissatisfied with the sale and administration of **Your Policy** or the service **You** have received from Towergate Insurance in the handling of **Your Policy** or claim and wish to make a complaint, please contact us on **0344 346 0570** in the first instance where we aim to resolve most issues straightaway.

Alternatively, **You** may wish to write to us at:

Towergate Insurance  
Ellenborough House  
Wellington Street  
Cheltenham  
GL50 1XZ

Email: [Customer.care@towergate.co.uk](mailto:Customer.care@towergate.co.uk)

To ensure that all customer complaints are handled in a timely manner, we have established the following complaints procedure to resolve **Your** concerns quickly, fairly and by the appropriate department.

## **Step 1: Within three business days of receiving Your complaint:**

In the first instance, we would encourage **You** to contact us on **0344 346 0570**. Members of staff are empowered to support **You** and will aim to resolve **Your** concerns within three business days, following receipt of **Your** complaint.

A written summary resolution communication will be provided to **You** if the complaint is resolved to **Your** satisfaction.

## **Step 2: If Your complaint cannot be resolved within three business days:**

We will send **You** an acknowledgment letter to explain **Your** complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support **You**, keep **You** informed of progress and provide one of the following within 8 weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when we anticipate we will have concluded our investigation.

## **Step 3: Referring to the Financial Ombudsman Service (FOS):**

After receiving our final response or if we have been unable to conclude our investigation within 8 weeks, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. We will provide full details of how to do this in our final response or holding letter. The Financial Ombudsman Service can be contacted as follows:

In writing: Financial Ombudsman Service, Exchange Tower, London E14 9SR  
Telephone: **+44 (0)800 023 4567** or **+44 (0)300 123 9 123**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Online: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)



Please note that the Financial Ombudsman Service may not be able to consider a complaint if **You** have not provided us with the opportunity to resolve it.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **You** choose to submit **Your** complaint this way, it will be forwarded to the Financial Ombudsman Service.

Visit [ec.europa.eu/odr](https://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote **Our** e-mail address: **Customer.care@towergate.co.uk**

Alternatively, **You** can contact the Financial Ombudsman Service direct.

Complaints that **Insurers** are required to resolve will be passed to them and **You** will be notified if this happens.

If **You** at any time are dissatisfied with the Policy Coverage, Terms and Conditions or the Underwriting of **Your Policy** please contact:

Complaints Manager  
Arch Insurance (UK) Limited  
5th Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

E-mail: **complaints@archinsurance.co.uk**

Whilst Towergate Insurance and Arch Insurance (UK) Limited are bound by the decision of the FOS, **You**, are not. Using **Our** complaints procedure, or contacting the Financial Ombudsman Service at any stage of **Your** complaint will not affect **Your** legal rights.

## Compensation

Towergate and Arch Insurance (UK) Limited are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our financial obligations **You** may be entitled to compensation from the scheme, depending on whether **You** are an eligible claimant, the type of insurance and the circumstances of the claim.

Further information on the scheme is available from the FSCS at [www.fscs.org.uk](https://www.fscs.org.uk) or by calling **+44 (0)20 7741 4100**, or **+44 (0)800 678 1100**.



# The cover provided

## Section 1: Buildings and Contents

We will pay for:

- a) The cost of repair or replacement after allowance has been made for wear and tear of the property lost, destroyed or damaged except that the full cost without any deduction for wear and tear will be paid in respect of the structure of the Beach Hut or Chalet provided the Sum Insured has been reviewed in accordance with general conditions.
- b) Expenses incurred following damage to the structure of the Beach Hut or Chalet in connection with the removal of debris, demolition, shoring up or propping, the extra cost of reinstatement made necessary to comply with Government and Local Authority requirements (but not when notice has been served prior to the time of loss) and Architects and Surveyors fees necessarily incurred in the reinstatement of the Beach Hut or Chalet.

as a direct result of physical damage or destruction arising out of an unexpected and unintended event to the Beach Hut or Chalet detailed in the **Schedule** including fixtures, fittings and contents.

### What is not covered

- a) More than the **Sum Insured** shown in the **Schedule** less any **Policy Excess**.
- b) Any loss or damage to **Contents** unless they are within the Beach Hut or Chalet shown in the **Schedule** at the time of loss or damage.
- c) Any loss or damage by theft or attempted theft unless as a result of forcible or violent entry.
- d) Loss or damage to sports equipment whilst in use.
- e) Loss or damage occurring when the property is not in use caused by escape of water from and frost damage to any fixed water or heating installation between 1st October and 30th April, annually, unless the mains services are switched off and all pipes and water tanks completely drained.

**Our** total liability during any one **Period of Insurance** in respect of the above shall not exceed the **Sum Insured** shown in the **Schedule** or such other sum or sums as may be substituted by **Endorsement**.



## Section 2: Loss of Rent/Licence Fee

**We** will pay for loss of rent and/or licence fee payable and/or receivable by the **Insured** whilst the Beach Hut or Chalet cannot be occupied as a result of a loss insured under section 1.

### What is not covered

- a) **We** will not pay more than 10% of the building **Sum Insured** shown on the **Schedule**.
- b) **We** will not pay for any Council Tax charges payable by **You** whilst the Beach Hut or Chalet cannot be occupied.



## Section 3: Liability to the Public

**We** will insure **You** against the amount of claimants' damages (including costs and expenses) arising out of **Your** liability at law, attaching to **You** as occupier and owner of the Beach Hut or Chalet described in the **Schedule** in respect of:

- i) Accidental **Bodily Injury** to any person not engaged in and upon the service of the **Insured** under a contract of service or apprenticeship.
- ii) Accidental damage to property not belonging to nor held in trust by nor in the custody or control of the **Insured**.

**We** will also insure any tenant, relative or friend of the **Insured** who is using the Beach Hut or Chalet provided that such tenant, relative or friend:

- a) Is not entitled to cover under any other insurance.
- b) Shall as though such person were the **Insured**, observe, fulfil and be subject to the terms of this insurance in so far as they can apply.

**We** will also insure **Your** personal representatives as though they were the **Insured**.

### What is not covered

Any claim:

- 1) For **Bodily Injury** to **You**, anyone permanently residing with **You** or any person who at the time of **Bodily Injury** is engaged in **Your** service.
- 2) Arising out of any business use at the Beach Hut or Chalet shown on the **Schedule**.
- 3) For **Bodily Injury** arising directly or indirectly from any communicable disease or condition.
- 4) Arising out of any criminal or violent act to another person or property.
- 5) Arising out of use of watercraft including but not limited to surfboards, wind-surfers, water skis, wakeboards and associated equipment.
- 6) For damage to property owned by or in the charge or control of:
  - a) **You**, or
  - b) anyone permanently residing with **You**.



# General conditions

If **You** do not comply with the following conditions, **Your** rights to make a claim under this **Policy** may be prejudiced:

1. **You** are covered under this **Policy** and shall:

- i) Take all reasonable steps to prevent accident, loss or damage and to recover any property lost; and
- ii) Maintain the insured Beach Hut or Chalet in good order and condition and allow **Us** at all times reasonable access thereto.

2. **You** must ensure the Beach Hut or Chalet is locked and secured when left unattended.

3. It is **Your** responsibility to maintain the **Sum Insured** under this **Policy** at an amount not less than the cost of replacement of a structure of the same size, style and condition when new. This **Policy** is subject to the condition of average. This means that if the property covered by this **Policy** is of greater value than the **Sum Insured**, then **We** will only pay the same proportion of any claim as the **Sum Insured** bears to the total value the property insured under this **Policy**. For example, if **Your Sum Insured** only covers half of the cost of repairing or replacing the Beach Hut or Chalet, then **We** will only pay one half of the cost of repair or replacement.

4. **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

5. **Other insurance**

**We** will not pay any claim if any loss, damage or liability covered under this **Policy** is also covered wholly or in part under any other **Policy** except in respect of any **Excess** beyond the amount which would have been covered under such other **Policy** had this **Policy** not been effected.

6. **Fraudulent acts**

If **You** or anyone acting on **Your** behalf have intentionally concealed or misrepresented any information or circumstance that **You** had a responsibility to tell **Us** about, or engaged in any fraudulent conduct, or made any false statement relating to this **Policy**, **We** may:

- Void the **Policy**, which means **We** will treat the **Policy** as if it had never existed;
- Not return to **You** any premium paid;
- Not pay any claims;
- Seek to recover any money from **You** for any claims **We** have already paid including the amount of any costs or expenses **We** have incurred.



# Making a claim

Naturally **We** hope that **You** won't have any accidents or misfortune, but if **You** do, the following procedure should be followed.

First of all, check **Your Schedule** and the relevant section in the **Policy** to make sure that the loss or damage is covered. Read carefully any exceptions or conditions that may apply and refer to "**Your duties**" outlined below. Please remember that this insurance does not cover loss or damage which has been caused purely by wear and tear.

If **You** wish to make a claim please contact the claims team:

Tel: **0345 258 7171**

Email: **schemeclaims@archinsurance.co.uk**

**You** will be asked for the **Policy** number stated in **Your Schedule**.

The claims team will take full details of **Your** claim and let **You** know what **You** need to do next. In some cases, this may mean the involvement of an independent loss adjuster who will make sure that **Your** claim is settled satisfactorily.

## Your duties

In the event of a claim or possible claim under this insurance:

- **You** must notify the claims team as soon as possible giving full details of what has happened.
- **You** must provide the claims team with written details of what has happened within 30 days and provide any other information **We** may require.
- If **You** receive any letter, claim, writ, summons or other legal document for a liability claim made against **You**, **You** must forward it to the claims team within 3 days of receipt.
- **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft or attempted theft.
- **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
- **You** must take all reasonable care to limit any loss, damage or injury.
- **You** must provide **Us** with reasonable evidence of value or age (or both) for all items involved in a claim.

If **You** fail to comply with any of the above duties this insurance may become invalid and **Your** claim may not be paid.

## Defence of Claims

**We** may:

- i) take full responsibility for conducting, defending or settling any claim in **Your** name;
- ii) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance;
- iii) enter any building where the loss or damage has happened and take possession of the property;
- iv) deal with any salvage in a reasonable way but no property may be abandoned to **Us**.



# General exclusions

1. **We** will not pay for loss, damage, destruction or liability arising or caused whilst the Beach Hut or Chalet is being used otherwise than for domestic occupation unless otherwise advised to and accepted by **Us**.
2. This **Policy** does not provide any cover in respect of any loss or damage to any property or any resulting loss or expense or any consequential loss or any legal liability directly or indirectly caused by, resulting from or contributed to by or arising from:
  - ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; or
  - any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction by radioactive force or matter.
3. **We** will not pay for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or destruction of or damage to property by or under the order of any government or public or local authority.
4. This Insurance does not cover loss or **Damage**:
  - a) in the United Kingdom other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of terrorism
  - b) in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:
    - i) civil commotion
    - ii) terrorism.

For the purposes of this Insurance “terrorism” shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed toward the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action suit or other proceedings where **We** allege that by reason of this definition any loss or damage is not covered by this Insurance the burden of proving that such loss or damage is covered shall be upon the **Insured**.

For the purpose of this terrorism exclusion clause the United Kingdom shall mean England and Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 and not the Channel Islands nor the Isle of Man.

5. **We** will not pay for fees for preparing or estimating your claim.
6. **We** will not pay for loss or damage caused by moth, vermin, gradual deterioration, wear and tear, electrical or mechanical derangement.
7. **We** will not pay for any reduction in market value of any Beach Hut or Chalet following its repair or reinstatement.
8. **We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.



9. **We** will not pay for any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

#### 10. **Asbestos and Toxic Mould Exclusion**

This **Policy** does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:

- Asbestos, or any materials containing asbestos in whatever form or quantity; or
  - The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind; or
  - Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
  - Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.
11. **We** will not pay for liability arising directly or indirectly out of or caused by:
- a) Any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
  - b) Pollution and/or contamination of air, water or soil unless it can be demonstrably proved to have been caused by immediate discharge consequent upon an accident.

#### 12. **Electronic Data Exclusion**

**We** will not pay for:

- a) Loss or destruction of or damage to any property whatsoever; or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss.
- b) Any legal liability of whatsoever nature; directly or indirectly caused by or contributed to, by or arising from:
  - i) Computer viruses, erasure or corruption of electronic data.
  - ii) The failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

#### 13. **Epidemic/Pandemic Disease Exclusion**

Definitions applicable to this exclusion:

##### **Infectious Disease**

Any disease which can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

- i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.



### **Epidemic**

The sudden, unexpected, large-scale manifestation of an initially locally contained, **Infectious Disease** which spreads with great virulence.

### **Pandemic**

A worldwide **Epidemic** of an **Infectious Disease** as declared by the World Health Organization:

- a) Notwithstanding any other provision of this **Policy** to the contrary, this **Policy** does not provide indemnity for any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with an **Epidemic** or **Pandemic Infectious Disease** or the fear or threat (whether actual or perceived) of an **Epidemic** or **Pandemic Infectious Disease**.
- b) For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to:
  - 1) any cost to clean-up, detoxify, remove, monitor or test:
    - i) for an **Epidemic** or **Pandemic Infectious Disease**, or
    - ii) any property insured hereunder that is affected by such an **Epidemic** or **Pandemic Infectious Disease**;
  - 2) any loss due to interruption to or interference with any business as a result of or in any way connected to the occurrence of an **Epidemic** or **Pandemic Infectious Disease**, including but not limited to interruption or inference resulting from any action by, advice of or restriction imposed by any government or any local or public authority;
  - 3) this endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

**All other terms, conditions and exclusions of the Policy remain the same.**

#### **14. Government Financial Sanctions Exclusion**

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **Policy** where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **Period of Insurance** **We** may cancel this **Policy** immediately by giving **You** written notice at **Your** last known address. If **We** cancel the **Policy** **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claims have been paid or are out.





## **Towergate Insurance**

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**[www.towergateinsurance.co.uk](http://www.towergateinsurance.co.uk)**



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This can be checked on the FCA's register by checking the FCA website at **[fca.org.uk/register](http://fca.org.uk/register)** or by contacting them on **0800 111 6768**.