



Property Owners Insurance

Buildings and Contents Insurance

Policy Wording

Premier Plus

Property Protector is a specialist Property Insurance Scheme.

We have a range of other products available to you including

Let Property Insurance

Rent and Legal Protection

Tenant's Contents Insurance

Portfolio Insurance

Please ask your usual insurance adviser for further details of these contracts or visit our website for further information

www.propertyprotector.co.uk

Welcome to Property Protector

Thank you for choosing our Insurance Policy for your Let Property. This Policy of Insurance is issued in accordance with the authorisation granted to Towergate Underwriting Let Property by Allianz Insurance plc (Lead Insurer) and Royal & Sun Alliance plc .

We will consider 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.

Towergate Underwriting Let Property is an Insurance Intermediary. Towergate Underwriting Let Property offers this policy only in respect of this class of business. No comparison is made by Towergate Underwriting Let Property to other insurance products that may be available from other companies.

This policy wording sets out the terms and conditions of the contract of insurance with us and should be read together with your schedule and any endorsements as soon as you receive these. Any proposal and/ or declaration signed by you are incorporated into this insurance contract.

We have designed our Policy Wording to try and make it clear and easy to read, so that you understand the cover we provide and your responsibilities. Please take time to read this Policy Wording, your Policy schedule and Statement of Fact (if applicable) carefully and keep your documents in a safe place. These are your proof of insurance. If after reading these documents You notice an error or you have any questions please contact your broker immediately. **If after consideration you decide this policy does not meet your needs, you have 14 days from the date that you receive your policy schedule to cancel this and receive a full refund.**

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Adrian Brown
Chief Executive Officer Towergate Underwriting
On behalf of the Insurer(s)

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. Allianz Insurance plc No 84638. Registered in England at 57 Ladymead, Guildford, Surrey, GU1 1DB Also underwritten by Royal & Sun Alliance Insurance plc No. 93792. Registered in England & Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL

Towergate Underwriting Group Limited are authorised and regulated by the Financial Conduct Authority. Allianz Insurance plc and Royal & Sun Alliance Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768

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Introduction to your Property Protector 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. You may cancel this policy and for full details of the cancellation clause please refer to the general conditions section of this wording. There is no refund of premium in the event of a claim. However, in all other cases we will retain an amount of premium in proportion to the time you have been on cover and refund the balance to you. In the event of a claim, if you are paying by instalments, you will either have to continue with the instalment payments until the policy renewal date or we may at our discretion, deduct the outstanding instalments due from any claim payment made.

The contract of insurance

This Policy is a contract between you and us, Allianz Insurance plc and Royal & Sun Alliance Insurance plc, 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.

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.

Changes in your circumstances

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 correspondence address
- If you change your insured address;
- If you change your name;
- If there is a change in the type of tenant;
- If the property is no longer let;
- If the property is to be left unoccupied for more than 90 consecutive days;
- If the property becomes permanently unoccupied (i.e. not lived in, or intended to be lived in or insufficiently furnished for normal occupation);
- 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 your property;

- 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, i.e. 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 'General Conditions – 7. Cancelling this policy'.

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.

Policy Limitations

This Policy is subject to certain Conditions and Exclusions and limitations contained in the 'What is not Covered' and 'Settlement of Claims' elements of Sections 1 and 2.

How We Use Personal Information

We hold personal information in accordance with the Data Protection Act 1998. The information supplied to us by you may be used to:

- Provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- Search credit references, credit scoring and fraud agencies who may keep a record of the search;
- Share with those companies who are underwriting your policy, other insurance organisations to administer your policy, to help offset risk, for statistical analysis, to handle claims and prevent fraud;
- Support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

We may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Person to such information being processed by us and that this fact is made known to the Insured Person.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information we hold about them. Please contact us at Towergate Underwriting Let Property, Towergate House, St. Edward's Court, London Road, Romford, Essex, RM7 9QD.

We can only discuss the details given with you. If you would like anyone else to act on your behalf please let us know. Your details will not be kept longer than is necessary.

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

By applying for and/or entering into this insurance policy you will be deemed to consent to the use of your data and your insurance policy data in this way and for these purposes.

Definitions

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

Accidental Damage

A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independent of all other causes.

British Isles

The United Kingdom, Channel Islands and Isle of Man.

Buildings

The Private Dwelling(s) as specified in the **Schedule** constructed of brick, stone or concrete with a slate, tile or concrete roof including interior decorations and fixtures and fittings and domestic outbuildings, garages, domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates, hedges and fences all owned by **You** or for which **You** are legally responsible and within the premises as specified in the **Schedule**.

Cosmetic

Wallpapering and decorating

Contents

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

The term **Contents** does not include:

- any permanent fixture and fittings of **Your Property**,
- any pond(s) and or fountains(s),
- 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.

Domestic Employee

Employed by the landlord for domestic services, i.e. cleaning, maintenance

Endorsements

Any variation or addition to the standard policy terms stated in **Your** Policy **Schedule**.

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** on which the **Property** is built, as stated in the deeds

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.

Pollution or Contamination

Pollution or Contamination of **Buildings** or other structures or of water or land or the atmosphere and all loss, damage to **Property** and bodily injury directly or indirectly caused by such **Pollution or Contamination**.

Property

Private dwelling used for domestic purposes, 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 and any applicable **Endorsements**.

Unoccupied

The part or whole of the **Property** not lived in by a person authorised by **You** for 90 consecutive days.

Valuables

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

We, Our, Us

Allianz Insurance plc (Lead Insurer), Royal & Sun Alliance Insurance plc 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

Section 1

What is covered

A. Loss of or damage to the **Buildings** caused by any of the following:

1. Fire, lightning, explosion, aircraft and other flying devices or items dropped there from

2. Earthquake

3. Impact by;

Aircraft or other aerial devices or anything dropped from them;

Vehicles;

Trains;

Animals;

Falling trees, telegraph poles or lamp-posts;

Falling aerials or masts;

Falling television satellite dishes

4. Smoke

5. Any persons taking part in a riot, violent disorder, strike, labour disturbance or civil commotion.

6. Malicious Damage

Including Malicious Damage caused by **Your** tenant

7. Storm or flood

What is not covered

The amount of any **Excess** shown on **Your** policy **Schedule**

Any amount shown over that shown as **Your** sum insured on **Your** policy **Schedule**

- Loss or damage caused by domestic pets

- Damage to hedges, gates and fences caused by falling trees, telephone poles and lampposts

- Damage caused by the felling or lopping of trees

- Loss or damage caused by any tenant or person lawfully on the premises.

- Loss or damage that happens gradually

- Loss or damage whilst the Building is **Unoccupied**.

- Loss or damage caused by any tenant or person lawfully on the premises.

- Loss or damage whilst the Building is **Unoccupied**.

- Loss or Damage unless caused by violent or forcible entry (*other than malicious damage caused by **Your** tenant*)

- Loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.

- Loss or damage to domestic, fixed fuel-oil tanks in the

open, swimming pools, tennis courts, drives, patios and terraces, fences, gates and hedges

- Loss or damage caused by rising water table levels

- Loss or damage caused by freezing

8. Escape of water from any fixed water or heating installation, or from any domestic appliance.

- Loss or damage whilst the **Buildings** are **Unoccupied**.

- Loss or damage to domestic fixed water tanks and swimming pools.

- 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**.

9. Escape of oil from any fixed oil or heating installation, or from any domestic appliance.

- Loss or damage whilst the **Buildings** are **Unoccupied**.

- Loss or damage to domestic fixed fuel-oil tanks and swimming pools.

- 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 oil escaping in the **Property**.

- Subsidence, heave or landslip caused by water escaping from the **Property**.

10. Theft or attempted theft

Including Theft Damage caused by **Your** tenant

- Loss or Damage unless caused by violent or forcible entry (*other than the theft damage caused by **Your** tenant*)

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

- Loss or damage to domestic fixed fuel-oil tanks, swimming pools, ornamental ponds and fountains, greenhouses, tennis courts, drives, patios and terraces, walls, gates, fences and hedges unless the main Building is also effected at the same time by the same peril.

- 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 faulty design or

inadequate foundations which do not meet building regulations current at the time of construction.

- Loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee.

- Loss or damage caused by river or coastal erosion

- Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship, faulty materials, or the use of defective plans.

- Loss or damage to solid floors unless the walls are damaged at the same time by the same event.

- Normal settlement, shrinkage or expansion.

- The first £1,000 of every claims, or more if stated on the policy **Schedule** under subsidence **Excess**

- Reduction in market value following repair.

- Loss or damage which originated before this Policy came into force.

12. **Accidental Damage**

- Maintenance and normal redecoration costs

- Damage caused whilst 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, fouling or any damage by any domestic animals

- Building renovations, alterations, extensions or repairs

- Damage by mechanical, electronic fault or breakdown

13. **Accidental Damage** of fixed glass and double-glazing (including the cost of replacing frames) solar panel, sanitary fixtures and ceramic hobs all forming part of the **Buildings**

- Loss or damage whilst the Building is **Unoccupied**

14. The cost of repairing **Accidental Damage** to domestic oil pipes, underground water-supply pipes, sewers, drains, underground gas pipes, underground cables and tanks for which **You** are legally responsible

- Damage whilst clearing or attempting to clear a blockage
- Damage due to a fault or limit of design, manufacture, construction or installation
- Damage by rust, corrosion, or other wear and tear
- Damage caused by gradual deterioration which has caused an installation to reach the end of its serviceable life
- Damage which **You** are not legally responsible to repair

15. Damage to plumbing installations by freezing. Damage to interior fixed domestic heating or water installations caused by freezing

- Loss or damage occurring whilst the **Property** is **Unoccupied**

16. 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**

- Architect, Surveyors or Legal fees, or any other fees charged for preparing any claim under this Policy.

- Any costs **You** are legally responsible for paying because of a notice served on **You** before the date of the loss of damage

The amounts **We** pay for these fees must not be higher than that authorised by the relevant professional institute

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

17. Loss of Rent which **You** are unable to recover or additional costs of Alternative Accommodation necessarily incurred by **You** in consequence of the **Property** becoming uninhabitable following damage by any cause listed under section 1A PROVIDED THAT the insurers liability is limited to the period that the **Property** is uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern.

- **We** will not pay more than 30% of the **Buildings** Sum Insured, for any one incident

18. Increased metered water charges incurred by **You** resulting from an escape of water which gives rise to an admitted claim under Peril 4 of this section

- Any amount in excess of £750 in any **Period of Insurance**

19. Contracting Purchaser. If **You** enter into a contract to sell any Building insured by this Policy,

- This does not apply if otherwise insured

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

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

21. Emergency Access. Damage to the **Property** caused by forced access to deal with a medical emergency or to prevent damage to the **Property**.

22. 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

23. **Property** Owners Liability up to a maximum of £5,000,000 (Unless stated as different on **Your** Policy **Schedule**)

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:

(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** insured under this Section. If the **Buildings** Section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years. **We** will also pay all **Your** costs and expenses that **We** have already agreed in writing

- **We** will not pay more than £ 5,000 for any one incident

- **We** will not pay more than £25,000 for any one incident or £50,000 in any one **Period of Insurance**

- Liability arising from accidental death, bodily injury illness or disease to **You** or **Your Family**

- Liability arising from Injury, death, disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.

- 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**

- liability arising from the ownership or use of any motor vehicle, including children's vehicles whether licensed for road use or not any boat, hovercraft, wetbike, aircraft, train, caravan or trailer

- Any agreement or contract unless liability would have applied anyway

- The passing on of any contagious disease or virus.

- **We** will not pay more than £5,000,000 (Unless stated as different on **Your Policy Schedule**) for any one incident

Under (b), if it is covered by any other insurance. (if shown as covered on **Your Policy Schedule**)

24. Legionellas Liability up to a maximum of £1,000,000. **Your** liability as owner of the **Property** for **Pollution and Contamination** as a result of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like..

- Liability where **You** have not at all times complied with the Health and Safety Commissions Approved Code of Practice, "The Prevention and Control of Legionellosis (including Legionnaires Disease)" Ref ISBN-0-7176-1772-6 or any supplementary, replacement or amending code of practice.

- Incidents of **Pollution and Contamination** that have not first been notified in writing to **You** during the **Period of insurance**;

- Circumstances which have caused or are alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from **Pollution or Contamination** not notified to **You** during the **Period of Insurance** or within thirty (30) days after expiry of the same **Period of Insurance**

- **Pollution or Contamination** which originates before the **Period of Insurance** if **You** had become aware of circumstances which have given or may give rise to such **Pollution or Contamination**.

25. Liability to Domestic Employees

We cover **You** for any legal liability **You** have as owner of the **Property** to compensate **Your Domestic Employees** if, following an accident during the **Period of Insurance**, and in the course of their employment by **You**, any of **Your Domestic Employees** dies, is injured or falls ill.

- Injury to any **Domestic Employee** when the **Domestic Employee** is:

- a) carried in or upon any motor vehicle
- b) entering or getting into or alighting from a motor vehicle in circumstances where Road Traffic legislation requires Insurance or security. This will not apply to injury to any **Domestic Employee** who at the time the injury occurs is the driver of a motor vehicle or is the person in charge of the motor vehicle for the purposes of driving provided there is no other insurance covering the injury.
- c) tree felling or lopping
- d) window cleaning, painting or similar operations carried out from cradles and/or hoists.
- e) providing, erecting, dismantling of or working from scaffolding.
- f) demolishing, erecting or structurally altering of or

adding to, new or existing buildings.

- g) working at heights greater than three metres or depths greater than one metre.
- h) in **Your** pursuit or exercise of any trade, calling or profession other than the business of landlord.

- **We** will not pay more than £10,000,000 for any once incident

Contents

Section 2

What is covered

A. Loss of or damage to the **Contents** caused by any of the following:

1. Fire, lightning, explosion, aircraft and other flying devices or items dropped there from

2. Earthquake

3. Impact by;

Aircraft or other aerial devices or anything dropped from them;

Vehicles;

Trains;

Animals;

Falling trees, telegraph poles or lamp-posts;

Falling aerials or masts;

Falling television satellite dishes

4. Smoke

5. Any persons taking part in a riot, violent disorder, strike, labour disturbance or civil commotion.

6. Malicious Damage including Malicious Damage by **Your** tenant

7. Storm or flood

What is not covered

The amount of any **Excess** shown on **Your** policy **Schedule**

Any amount shown over that shown as **Your** sum insured on **Your** policy **Schedule**

- Loss or damage caused by domestic pets

- Damage caused by the felling or lopping of trees

- Loss or damage that happens gradually

- Loss or damage whilst the Building is **Unoccupied**.

- Loss or damage caused by any tenant or person lawfully on the premises.

- Loss or damage whilst the Building is **Unoccupied**.

- Loss or Damage unless caused by violent or forcible entry (*other than malicious damage caused by **Your** tenant*)

- Loss or damage caused by subsidence, heave or landslip other than as covered under Peril 9.

- Loss or damage caused by rising water table levels

- Loss or damage caused by freezing

8. Escape of water from any fixed water or heating installation, or from any domestic appliance.

- Loss or damage whilst the **Buildings** are **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**.

9. Escape of oil from any fixed oil or heating installation, or from any domestic appliance.

- Loss or damage whilst the **Buildings** are **Unoccupied**.

- Loss or damage to domestic fixed fuel-oil tanks and swimming pools.

- 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 oil escaping in the **Property**.

- Subsidence, heave or landslip caused by water escaping from the **Property**.

10. Theft or attempted theft

- Loss or damage whilst the Building is **Unoccupied**

Including Theft by **Your** tenant

- Loss or Damage unless caused by violent or forcible entry (*other than theft damage caused by **Your** tenant*)

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

- Loss or damage to domestic fixed fuel-oil tanks, swimming pools, ornamental ponds and fountains, greenhouses, tennis courts, drives, patios and terraces, walls, gates, fences and hedges unless the main Building is also effected at the same time by the same peril.

- 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 faulty design or inadequate foundations which do not meet building regulations current at the time of construction.

- Loss or damage for which compensation has been provided, or would have been but for the existence of this insurance under any contract or legislation or guarantee.

- Loss or damage caused by river or coastal erosion

- Loss or damage caused by demolition, structural changes, structural repairs, groundwork, excavation, faulty workmanship, faulty materials, or the use of defective plans.

- Loss or damage to solid floors unless the walls are damaged at the same time by the same event.

- Normal settlement, shrinkage or expansion.
- The first £1,000 of every claims, or more if stated on the policy **Schedule** under subsidence **Excess**
- Reduction in market value following repair.
- Loss or damage which originated before this Policy came into force.

12. Accidental Damage

- Maintenance and normal redecoration costs
- Damage caused whilst the **Property is Unoccupied**
- Damage which is specifically excluded elsewhere in Section1
- 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, fouling or any damage by any domestic animals
- Building renovations, alterations, extensions or repairs
- Damage by mechanical, electronic fault or breakdown
- Damage to glass, china or porcelain for any amount in excess of £500

13. Glass and Mirrors **Accidental Damage** to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the **Property**.

- Loss or damage whilst the Building is **Unoccupied**

14. **Accidental Damage** to electronic, visual and computer equipment;

- Damage caused while the **Property is Unoccupied**
- Electrical or mechanical breakdown

a) Radios, televisions, video players and recorders, home computers, recording and audio equipment in the **Property**; or

- Computers or computer equipment designed to be portable

b) Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **Property**.

- 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 manufacturers instructions; or

15. 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**.

16. Loss of Rent which **You** are unable to recover or additional costs of Alternative Accommodation necessarily incurred by **You** in consequence of the **Property** becoming uninhabitable following damage by any cause listed under section 2A PROVIDED THAT the insurers liability is limited to the period that the **Property** is uninhabitable, and evidence is provided from an existing rental agreement or previous proven rental pattern.

17. 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**;

18. Fuel and metered water

We will cover the accidental loss of domestic heating fuel or metered water for which **You** are responsible.

19. **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**.

20. 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**.

- Anything that happens gradually
- **We** will not pay over £2,500 for any single item

- 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.

- **We** will not pay more than 30% of the **Contents** Sum Insured, for any one incident

- **We** will not pay more than £5,000 for any one incident or £25,000 in any one **Period of Insurance**.

- Loss or damage caused when the Building is **Unoccupied**.
- **We** will not pay more than £1,000 for any one incident.

- Loss or damage caused when the Building is **Unoccupied**.
- Loss of or damage to pedal cycles.
- **We** will not pay more than £250 for any one incident.

- **We** will not pay more than £5,000 for any one incident.

21. Liability arising out of **Contents**

Subject to the limit below **We** will pay any amount that **You** become legally liable to pay as compensation (including claimants costs and expenses) occurring during the **Period of Insurance** and arising from **Your** ownership of the landlord's **Contents** in respect of accidental:

- Death, bodily injury or illness of any person
- Damage to material property not belonging to or in the custody or control of **You** or **Your** employee (except for employees' personal effects)

In the event of **Your** death **We** will treat **Your** legal personal representative as **You** in respect of liability incurred by **You**.

We will not cover :

- Liability in respect of accidental death, bodily injury, illness or disease to **You** or **Your** family.
- Loss or damage to property which **You** or **Your** family own and are responsible for
- Any trade, business or profession of **You** or **Your** family other than the letting of the **Buildings**
- Liability covered by any other policy
- Liability arising from any of **Your** family owning land or buildings
- Liability arising from:
 - a) Any deliberate act by **You** or any employee of **Yours** whilst engaged in supervisory whilst engaged in supervisory duties unless caused by wilful misconduct of an employee.
 - b) An agreement or contract unless liability would have applied anyway
 - c) The passing on of any contagious disease or virus
 - d) The ownership of the **Buildings**
 - e) The ownership, possession or use of aircraft, boats, watercraft or mechanically propelled vehicles which includes motor cycles, children's motor cycles and children's motor cars, quad bikes, children's quad bikes and children's motor scooters, trains, caravans or trailers. However, **We** will cover liability arising from the ownership, possession or use of lawn mowers and garden tools.
- **We** will not pay more than £5,000,000 including costs and expenses agreed by **Us** in writing (unless stated as different on **Your** policy **Schedule**) for any one claim or series of claims arising from any one event or one source or original cause

Making a Claim – Call 0344 892 1794

(See Sections 1 and 2 for details of what is covered)

To register a claim please phone Property Protector ClaimsLine on 0344 892 1794 between 9am and 5.30pm Monday to Friday. For any new notification of a claim requiring urgent assistance, an out of hours service is available on the above number.

The ClaimsLine will take details from **You**, so please be prepared to provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly. Please have available;

- **Your** Policy number found on **Your** policy **Schedule**
- The insured **Property** address, including postcode
- The name of the broker who sold the policy to **You**

Please note that due to the Data Protection Act, **We** cannot issue details of this policy to third parties, unless **We** have received specific written confirmation from the insured, confirming that **We** can liaise with the said party regarding the insurance.

Settlement of Claims

Sum Insured Condition

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** 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 cost of replacing all the property as new.

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

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 section 1 (excluding liability) 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.

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 section 2 (excluding liability) 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 within 30 days of the incident 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) Do not admit, deny, negotiate or settle a claim without **Our** written consent.
- (f) only undertake emergency work to prevent further loss or damage.

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 You or anyone acting on **Your** behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which **You** or anyone acting on **Your** behalf deliberately caused,

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from **You** any sums that **We** have already paid in respect of the claim.

We will also notify **You** if **We** will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, **You** will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

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 three months' premium.

(c) Other than when General Condition 4 - Fraud applies, **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. **You** shall take all reasonable steps to prevent loss, damage or accident and maintain the **Buildings** in a good state of repair.

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.

11. Sum Insured Condition

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** 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 cost of replacing all the property as new.

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

12. 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

Section 2 (Contents): The Consumer Durable

Section of the General Index of Retail Prices or its equivalent. No additional premium will be charged for each monthly increase but at each renewal the premium will be calculated on the revised sums insured.

13. Inventory

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.

14. Change of Tenancy

It is a condition of this Policy that **You** notify Towergate Underwriting Let Property if tenancy changes.

15. Mortgagees Interest

The interest of the Mortgage Provider noted on the **Schedule** will not be prejudiced by any act of neglect by **You** or the occupier of the insured **Building** whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgage Provider so long as the Mortgage Provider notifies **Us** and pays an additional premium if required once aware of any such act of neglect.

16. Protections

All protections provided for the safety of the Building specified in the **Schedule** must be maintained in good order and be in use at all times when under **Your** control and the **Building** is left unattended or when the occupants have retired for the night.

17. Unoccupancy

If the **Building** specified in the **Schedule** is left **Unoccupied**, **You** must comply with the following actions. If **You** fail to comply, **We** may refuse to deal with a claim under this policy:

- i) All mains services must be turned off (except electricity supply to maintain any fire or intruder alarm system) and the water system must be completely drained, or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of 5 degrees C. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees C.

- ii) Unless the Insured are notified by the Insurers in writing to the contrary an inspection of the **Building** internally and externally must be carried out every 14 days by an authorised representative (or such other frequency as notified in writing by the Insurers) and any waste removed.
- iii) All letter boxes must be sealed up and steps taken to prevent accumulations of mail
- iv) **Buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.
- v) If any renovation work is undertaken in an **Unoccupied Property**, other than purely **Cosmetic** work, cover is limited to Fire, Lightning, Explosion and Aircraft (FLEA) only. Cover will only be issued on the basis that the **Property** is wind and water tight at all times. Should this not be the case, **We** reserve the right to limit the cover available to **You** accordingly.

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

a) in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987: loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii) any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of a. above an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

b) in respect of territories other than those stated in a. above loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i) any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii) any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

3. 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.

4. Sonic bangs

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

5. Loss in Value

Loss in value of any **Property** following its repair or replacement.

6. 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**

7. Wear and Tear, rusting or corrosion; wet or dry rot or fungus or any gradually operating cause

8. 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.

9. Contractors

Any claims arising out of the activities of contractors

10. Date Change

We will not pay for any equipment, integrated circuit, computer chip, computer software and any other computer related item that fails to recognise any date change.

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**.

Minimum Security Endorsement

This insurance excludes cover for theft from the **Property** unless the under noted minimum protections are fitted.

- a) External doors: 5 lever mortice deadlocks (conforming to British Standard 3621)
- b) Patio doors: In addition to a central locking device, key operating bolts top and bottom opening sections.
- c) Windows: Key operated security locks to all ground floor and other accessible windows.

Alarm Endorsement

This insurance excludes theft or attempted theft claims under Sections 1 and 2 unless:

- a) the burglar alarm is in full and effective operation:
 - i) whenever the **Building** specified in the **Schedule** is left unattended,
 - ii) at night
- b) the burglar alarm system has been maintained in good order under a maintenance contract with a company which is a member of SSAIB (Security Systems Alarm Inspection Board).

Subsidence, Landslip or Heave Exclusion Endorsement

This insurance excludes claims under Section 1 and 2 resulting from subsidence, landslip or heave.

Flood Exclusion Endorsement

The flat roof of the Building specified in the **Schedule** must have been inspected, repaired, renovated or replaced no more than two years prior to inception of this Insurance and records of this inspection and repair must be made available to **Us** on request.

Future inspection, repair, renovation and replacement where necessary will take place at least once every five years and records of inspection and repair retained for **Our** inspection on request.

If **You** fail to comply with this endorsement **We** may refuse to deal with any claim as a result of storm damage to the flat roof or any claim arising as a result of water leaking through the flat roof.

Insurer Endorsement

It is hereby noted that this policy is underwritten by a consortium of UK Insurers whose proportionate liability is as follows: -

Allianz Insurance plc 55%

Royal & Sun Alliance Insurance plc 45%

Restricted Perils Endorsement

If any renovation work is undertaken at the **Property**, other than purely **Cosmetic** work, cover will be limited to Fire, Lightning, Explosion and Aircraft cover only. Cover will only be issued on the basis that the **Property** is wind and watertight at all times.

Should this not be the case, **We** reserve the right to limit the cover available to **You** accordingly.

Flat Roof Endorsement

The flat roof of the Building specified in the **Schedule** must have been inspected, repaired, renovated or replaced no more than two years prior to inception of this Insurance and records of this inspection and repair must be made available to **Us** on request.

Future inspection, repair, renovation and replacement where necessary will take place at least once every five years and records of inspection and repair retained for **Our** inspection on request.

If **You** fail to comply with this endorsement **We** may refuse to deal with any claim as a result of storm damage to the flat roof or any claim arising as a result of water leaking through the flat roof.

Non Standard Construction Endorsement

In consideration of the additional premium paid it is agreed that the term 'Standard Construction' as defined in sections 1 and 2 does not apply to the building specified on the **Schedule**.

Thatch Endorsement

This insurance excludes claims under section 1 and 2 unless the following warranties are fully complied with and evidence of compliance is retained for **Our** inspection on request:

- a) Chimney warranty – All chimneys to solid fuel stoves, boilers and open fires be kept in a good state of repair and be professionally cleaned once a year prior to winter use.
- b) Thatch burn warranty – The old thatch must be burnt more than 100 meters from the Building.
- c) Naked flame warranty – No naked flame or tools producing naked flames be present in the loft space or attic of the building at any time.

Holiday Home Endorsement

- 1). In respect of **Property** being used as Holiday Homes, the definition of **Unoccupied** is amended to the following:
'The part or whole of the **Property** not lived in by a person authorised by **You** for 30 consecutive days'
- 2). This policy excludes claims under Sections 1 and 2 if the **Buildings** are **Unoccupied** for 30 days or more unless:
 - a) the **Building** is inspected at least once every 30 days by **You** or **Your** representative and a detailed written record retained for **Our** inspection on request, showing dates visited, who attended and observations made.
 - b) the gas and water supplies are turned off and the water system drained OR the central heating set for a continual minimum temperature of 13°C during the period 1st November to 1st April.
 - c) the electricity supply is turned off unless required for central heating as in b) above, or to maintain a security system.

Extension Endorsement

It is hereby noted and agreed that no cover is in force in relation to the extension; until written confirmation is received confirming that the extension is wind and water tight.

Photograph Endorsement

A photograph of every external wall and roof in its entirety should be supplied at inception, at the point the **Property** becomes **Unoccupied**, and each subsequent renewal. If a photograph is not received **We** reserve the right to invalidate any claims should the claims department find evidence of misrepresentation.

Complaints Procedure

Our objective is to provide a high standard of service to **You** at all times. However, **We** recognise that things can sometimes go wrong. When this occurs, **We** are committed to resolving matters promptly and fairly.

What happens if You complain

- (a) If **We** are unable to deal with **Your** complaint immediately, **We** will write to **You** within 5 working days of receipt and inform **You** who is dealing with the complaint and when **You** can next expect a response.
- (b) **We** aim to conclude **Our** investigations promptly. However, in some circumstances, **Our** investigations may take some time, and **We** will keep **You** fully informed. This means that **We** will write to **You** as soon as **We** have concluded **Our** investigation or, if **We** have not been able to inform **You** of **Our** decision within 4 weeks of receipt, **We** will write to **You** to let **You** know. If **We** are not able to reach a decision within 8 weeks, **We** will write to **You** again, either;
concluding **Our** investigation, or;
advising **You** of when **We** expect to be able to conclude **Our** investigation, or;
advising **You** of **Your** right to take **Your** complaint to the Financial Ombudsman
- (c) When **We** conclude **Your** complaint **We** will write to **You**, giving **You** **Our** "Final Response". This will tell **You** if **We** have upheld or rejected **Your** complaint (in whole or in part), and if appropriate **We** will make an offer of redress.

What You should do if You would like to complain

If **You** are disappointed with any aspect of the handling of **Your** insurance, please contact;

The Complaints Officer

Towergate Underwriting Let Property

The Octagon

Middleborough

Colchester CO1 1TG

Tel: 01206 773540

Email: tulpenquiries@towergate.co.uk (marked 'complaint')

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If **Your** complaint requires investigation by another party, **We** will pass details onto them to deal with in accordance with their complaints procedure. In this event, **We** will provide **You** with details of who **We** have passed **Your** complaint to.

Refer Your complaint to the Financial Ombudsman Service

If, after making a complaint to Towergate Underwriting Let Property, **You** feel that the matter has not been resolved to **Your** satisfaction (or if **Your** complaint remains unresolved after 8 weeks of initially telling **Us**) **You** may be able to refer **Your** complaint to the Financial Ombudsman Service, or 'FOS', at:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567 (free from landlines) and 0300 123 9123 (free from most mobiles)

Website: www.financial-ombudsman.org.uk

The FOS is an independent body that arbitrates on complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted if **You** are:

- a consumer i.e. an individual buying insurance in a private capacity or;
- a micro enterprise, (i.e. an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million. In this definition, "enterprise" means any person engaged in an economic activity, irrespective of legal form and includes, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity) or;
- a charity with an annual income of less than £1m, or;
- the trustee of a trust with a net assets value of less than £1m.

Please note that **You** have 6 months from the date of **Our** final response in which to refer **Your** complaint to the FOS. Referral to the FOS will not affect **Your** right to take legal action against **Us**. The FOS can only consider **Your** complaint if **You** have already given **Us** the opportunity to resolve it.

Financial Services Compensation Scheme

Towergate Underwriting Let Property and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

Property Protector is a specialist Property Insurance Scheme.
We have a range of other products available to you including

Let Property Insurance
Rent and Legal Protection
Tenant's Contents Insurance
Portfolio Insurance

Please ask your usual insurance adviser for further details of these contracts or visit our website for further information

www.propertyprotector.co.uk

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