Tesco Bank
Home Insurance
Cover

Policy Booklet

Inside you’ll find full details of your:
- Tesco Bank Home Insurance
- Optional cover – Family Legal Guard
- Optional cover – Home Emergency

Home Insurance
# Contents

| Welcome to your Tesco Bank Home Insurance Policy | 2 |
| The contract of insurance | 2 |
| Dealing with others on your behalf | 3 |
| Meanings of words | 3-6 |
| If you need to make a claim | 7 |
| Claims conditions – what you need to do | 7 |
| How we settle your claim | 8-9 |
| General exclusions that apply to your policy | 9-10 |
| Policy conditions | 10-13 |
| Buildings cover | 14-18 |
| Buildings optional cover – Accidental damage | 19 |
| Contents cover | 20-28 |
| Contents optional cover – Accidental damage | 29 |
| Contents optional cover – Personal possessions | 30 |
| Contents optional cover – Specified items | 31 |
| Contents optional cover – Bicycles | 32 |
| Financial Services Compensation Scheme | 33 |
| Optional cover – Family Legal Guard | 34-44 |
| Optional cover – Home Emergency cover | 45-61 |
| What to do if you have a complaint | 62 |
Welcome to your Tesco Bank Home Insurance Policy

Thank you for choosing Tesco Bank Home Insurance. Tesco Bank Home Insurance is arranged by Tesco Personal Finance plc (trading as Tesco Bank), acting on behalf of the insurer specified in your schedule. The policy is underwritten by the insurer specified in your schedule. Our aim is to provide you with peace of mind when it comes to looking after your household insurance needs and to make your insurance cover clear and easy to understand.

You should read this policy booklet along with your schedule and statement of fact as together they give you full details of your cover. If you have any questions about your policy documents, if any details are incorrect on any of the documentation you have received, or if you wish to make a change to your policy, please call the customer services line.

Throughout this policy some words are in bold. The meanings of these words are explained in the section headed ‘Meanings of words’.

Hints and tips from Tesco Bank on our website (www.tescobank.com) aim to help you make your home more secure and protect your belongings. Please note these are just helpful ideas and do not form part of your policy.

The contract of insurance

This policy booklet together with your schedule and statement of fact form the contract of insurance between you and us. This policy booklet contains important information about what is covered and what is not covered under this policy. Your schedule will show the details of your cover, including which sections of the policy apply and any excess that applies if you make a claim.

In return for you paying the premium or agreeing to pay the premium, we will provide cover, in accordance with the contract of insurance for:

(i) loss and/or damage to your buildings;
(ii) loss and/or damage to your contents;
(iii) certain liabilities incurred by you which occur during the period of insurance or as set out in this policy booklet.

Making a false statement, misrepresenting or withholding information from the administrator could result in your policy being voided, as if the policy never existed. As a result all claims under your policy will be refused and all premiums that you have paid may be retained.

It is your responsibility to ensure that all the information that has been given by you, or that has been given on your behalf, is true and complete. If there are any errors on your statement of fact or schedule, or the information is not correct, your policy may be voided.

Please contact the administrator if you are in any doubt that your policy details are correct to ensure that you, and any other individual covered by your policy, continue to have the full protection of your policy.

Please check all documents carefully to make sure that the cover meets your needs.

Thank you for choosing Tesco Bank Home Insurance.
Dealing with others on your behalf

If you require additional support to access or service your policy, the administrator can allow others to deal with your policy on your behalf.

You can nominate a representative, to deal with your policy on your behalf. A nominated representative will be able to do everything that you can do under the policy (including, for example, update personal information, make changes to the policy cover, and take decisions on your behalf). However a nominated representative cannot cancel the policy – only you will be able to do this.

Any person dealing with your policy on your behalf will still need to be able to answer the administrator's security questions. As the administrator will treat any instruction from a nominated person as if it has come from you, please give careful consideration to who you wish to nominate to act on your behalf.

If you would like to appoint a representative, remove the authority for any person to deal with your policy, or would like further information, please contact the administrator on 0345 674 6666 (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).

Please note, the administrator will share information about you and your policy with anyone dealing with your policy on your behalf.

Meanings of words

Throughout this policy booklet some words are in bold. The meanings of these words are shown below. These meanings do not apply to the optional cover sections for Family Legal Guard and Home Emergency cover, which both contain a section setting out the meanings of words used in that section only. Please note that from page 34 onwards, a wider definition of ‘we’, ‘us’ and ‘our’ applies.

<table>
<thead>
<tr>
<th>Accidental damage</th>
<th>Sudden, unexpected physical damage which has not been caused deliberately.</th>
</tr>
</thead>
</table>
| Administrator     | Tesco Personal Finance plc (trading as Tesco Bank)  
2 South Gyle Crescent, Edinburgh EH12 9FQ  
Customer Service Line: 0345 674 6666                   |
| Buildings         | The main building and any other permanent structure within the boundary of your home including the following:  
• fixtures and fittings (including landlord’s fixtures and fittings)  
• greenhouses, conservatories and garages that have permanent foundations or bases  
• permanent swimming pools built of brick, stone or concrete  
• hard tennis courts and permanently fixed hot tubs  
• sheds, patios, terraces, drives, paths and carports  
• garden walls, hedges, gates and fences  
• service tanks, drains and septic tanks  
• pipes and cables and central heating fuel storage tanks |
| Buildings (continued) | • wind turbines and solar panels permanently fixed to the **buildings** or ground but excluding:  
• tree houses, inflatable structures of any kind or any structure which is made of canvas or any other non-rigid material  
• any other structure that does not have a permanent base. |
| --- | --- |
| Contents | Household goods, **valuables**, **home office equipment**, **money**, **credit cards**, **personal possessions**, aerials and satellite dishes **you**, **your family** or visitors own or are legally responsible for, excluding:  
• motorised vehicles (including parts and accessories) except **domestic motorised vehicles** and motorbike helmets and motorbike clothing  
• aircraft including gliders, hang-gliders and microlights  
• boats, water craft and hovercraft (including parts and accessories)  
• caravans and trailers (including parts and accessories)  
• **contents** belonging to business visitors  
• any living creature  
• permanently fitted interior decorations  
• **contents** held or used for any profession, business or employment other than **home office equipment**  
• **your** fitted kitchen, unless **you** do not own or are not responsible for insuring the **buildings**. |
| Contents total replacement value | The cost to replace all of **your contents** as new as shown in your **schedule**. If the limit shown in your **schedule** is not enough, please contact the **administrator**. |
| Credit cards | Credit cards, cheque cards, charge cards, debit cards, cash cards and store cards, but not cards held for business purposes. |
| Domestic motorised vehicles | The following motorised vehicles used in or around the **home**:  
• domestic garden machinery that does not have to be licensed  
• wheelchairs and disabled persons' buggies that are not licensed for road use  
• electrically or mechanically propelled toys, models and golf trolleys controlled by someone on foot. |
| Excess | The amount **you** must pay towards any claim. |
| Endorsement | An agreed change to the terms of the policy as shown in your **policy schedule**. |
| Family | Any person who permanently lives with **you** but not lodgers or any other paying guests. |
| Fixtures and fittings | All items that are fitted to and form part of the structure of **your home** for example:  
• fitted kitchens  
• built-in furniture  
• built-in domestic appliances  
• fixed glass and sanitary ware  
• fixed wall, floor and ceiling coverings (other than carpets). |
<table>
<thead>
<tr>
<th><strong>Meanings of words</strong></th>
</tr>
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<tbody>
<tr>
<td><strong>Flood</strong></td>
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<tr>
<td><strong>Heave</strong></td>
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<tr>
<td><strong>Home</strong></td>
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<tr>
<td><strong>Home office equipment</strong></td>
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<tr>
<td><strong>Home working</strong></td>
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<tr>
<td><strong>Incident</strong></td>
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<tr>
<td><strong>Landslip</strong></td>
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<tr>
<td><strong>Main building</strong></td>
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<tr>
<td><strong>Maximum claim limit</strong></td>
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<tr>
<td><strong>Money</strong></td>
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<td><strong>Period of insurance</strong></td>
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<td><strong>Personal possessions</strong></td>
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<td><strong>Schedule</strong></td>
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<td><strong>Settlement</strong></td>
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<td><strong>Statement of fact</strong></td>
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<tr>
<td><strong>Storm</strong></td>
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| **Specified items**  | Items that *you* wear or take or carry with you outside of the home, such as an engagement ring, watch or camera, which are each individually worth over £2,000 provided that these have been individually identified to *us* and are shown on your schedule. The value of any Specified items will be in addition to the total replacement value of your contents. Excluded items include but are not limited to:  
  • motorised vehicles (including parts and accessories)  
  • aircraft including gliders, hang-gliders and microlights (including parts and accessories)  
  • boats, water craft and hovercraft (including parts and accessories)  
  • caravans and trailers (including parts and accessories)  
  • contents belonging to visitors  
  • contents held or used for any profession, business or employment other than home office equipment. |
| **Subsidence**        | Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves or the sea or river wearing away the land. |
| **Terrorism**         | Any person or people, whether acting alone or in connection with any organisation or Government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes. This includes an intention to influence any Government or to put members of the public in fear. |
| **Unoccupied**        | Not lived in for more than 60 days in a row. Visits to check on *your* home do not constitute it being occupied. |
| **Valuables**         | Jewellery, watches, items of gold, silver and any other precious metal, stamp, coin or medal collections, pictures, other works of art and furs. |
| **Vermin**            | Rats, mice, squirrels, badgers, pigeons, foxes, bees, wasps and hornets. |
| **We, our, us**       | The insurer shown on your schedule. |
| **You, your**         | The person or people named as the policyholder in your schedule. |
If you need to make a claim
(Excluding Home Emergency or Family Legal Guard)

We know how stressful it can be when you need to make a claim. However, the sooner you report it, the sooner we can help you. You should read this policy booklet for information on what is and what is not covered and your schedule for details of any excesses, limits and endorsements that may apply.

Call the 24-hour UK-based claims telephone number of your insurer specified on your Schedule.

It would be helpful if you could quote your policy number, which is found on your schedule.

Once you have called we will register your claim, confirm what you are covered for and give you a claim number to quote. We will talk you through the next steps, confirm what excesses will apply (this is the amount you pay towards any claim) and, subject to the terms of the policy, we will decide to either:

• arrange for repairs to be carried out;
• arrange to replace any lost, damaged and stolen items directly to you; or
• pay you the cash value of the lost, damaged or stolen items.

Where we have offered to repair or replace any item and you instead request for us to pay a cash value, we will not pay you more than the amount it would have cost for us to repair or replace the item.

Claims conditions – what you need to do

If you and your family do not comply with the following claims conditions we may, at our option, cancel the policy and/or refuse to deal with your claim.

1. Take action to protect the property from further loss or damage.
2. Tell us as soon as reasonably possible and give us full details. In the event of loss or damage by riot, you must tell us within 30 days of the riot.
3. Tell the police (ideally within 24 hours) if any property or money has been lost or if you suspect a loss involves theft, malicious damage or riot.
4. Report the loss or theft of any credit card to the local police and credit card company (ideally within 24 hours) of discovering it has been lost or stolen.
5. Do not incur any costs or proceed with repair or replacement without our agreement.
6. Immediately make us aware of any written or verbal claim made against you and provide as much detail as possible.
7. We will only ask you to provide information and assistance that is relevant to your claim. You must cooperate with us fully in providing such information and assistance. We may require proof of ownership and/or proof of loss (e.g. receipts, valuations, photographs, instruction booklets and guarantee cards).
8. Except with our written consent you must not:
   • admit or deny responsibility for any incident;
   • negotiate or settle any claims made against you by anyone else; or
   • dispose of or destroy any items that are damaged until we agree.
How we settle your claim

1. **We** will pay for the cost of reinstating, repairing or replacing *your buildings* and/or *contents* which are covered by this policy (including any required re-decoration that forms part of a valid claim). **We** will decide whether to reinstate, repair, replace or pay **you** the cash value. All replaced items will be on a new for old basis. Where **we** have offered to repair or replace any item and **you** instead request for **us** to pay a cash value, **we** will not pay **you** more than the amount it would have cost for **us** to repair or replace the item.

2. If **we** decide to not repair, replace or rebuild *your buildings* and/or *contents*, **we** will send **you** a payment representing the lowest of:
   a) the amount by which the property has gone down in value because of the damage; or
   b) the estimated cost of repair.

3. If *your contents total replacement value* shown in *your schedule* is not enough to replace all the *contents in your home* with new items of the same quality and type, **we** may refuse to pay a *contents* claim under this policy or only pay part of a claim.

4. The most **we** will pay for any one claim for *valuables*, bicycles or any other *specified item* is the *maximum claim limit* shown in *your schedule*. If the *maximum claim limits* are not enough to replace these items with new ones of the same quality and type, **we** may refuse to pay a claim under these sections of cover or only pay part of a claim.

5. If **you** make a claim for any damaged item under an insured event that forms part of a matching set or suite, such as matching flooring or tiles, bathroom suite or kitchen, sofa suite or jewellery set, **we** will pay for the damaged item along with a contribution up to 50% towards the cost of replacing any undamaged items which are part of the same set or suite if a repair or replacement for the damaged item is not available.

   If **you** make a claim for damaged fitted flooring, including tiling, that matches an adjoining room, not divided by a door or partition, **we** will cover the damaged section along with a contribution up to 50% towards the cost of replacing the undamaged flooring in the adjoining room, if repair or replacement of the damaged flooring is not available. **We** will not pay for replacing undamaged flooring in any rooms divided by a door or partition.

6. **We** will not pay for any drop in the market value of *your buildings* and/or *contents* resulting from reinstating, repairing or replacing as a result of an *incident*.

7. **We** may appoint our approved supplier to act on our behalf. **We** may use our approved supplier to further validate *your* claim and provide a quotation, repair or replacement.

8. *Your contents total replacement value* will not be reduced as a result of **us** paying a claim.

9. Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable *excesses* shown in *your schedule*.

10. If **you** are insured for *your buildings* and *your contents* under the same policy, **we** will deduct all applicable compulsory and voluntary *excesses* if **you** make a claim under both covers for the same *incident*. Please refer to *your schedule* to see applicable *excesses*.

11. All repairs carried out by our appointed suppliers are guaranteed for one year.

12. If *your buildings* have not been kept in a good state of repair, **we** may deduct from any payment an appropriate amount in respect of the poor condition of *your buildings* prior to the *incident* for which **you** are claiming.
13. In dealing with any claim under the terms of this policy, either before or after we pay your claim, we may:
   • carry out the defence or settlement of any claim and choose the solicitor who will act in any legal action and arrange for payment of any associated costs and/or expenses; and
   • take any legal action in your name or the name of any other person covered by this policy.
   We can do any of these in your name or in the name of any other person claiming under this policy.
14. We will not pay for any claim that would be paid under any other policy if this policy did not exist.
15. If the decision is made not to proceed with your claim, this will be recorded on your policy as a notification of loss.

General exclusions that apply to your policy
(Excluding Home Emergency or Family Legal Guard.)

Listed below are the exclusions that apply to your buildings, contents, accidental damage, personal possessions, specified items and bicycle cover. In addition, please refer to ‘What is not covered’ under each section.

You are not covered for:
• loss, damage or reduction in value as a result of a lack of general maintenance to your home;
• loss or damage caused by cleaning, restoring, altering, dyeing, repairing, dismantling or misusing;
• loss or damage caused by moths, vermin, insects, parasites, woodworm, fungus or poisoning;
• damage caused directly or indirectly by wet or dry rot;
• loss or damage caused in connection with any trade, business or profession, other than loss or damage to yours or your family’s home office equipment;
• loss or damage caused by faulty workmanship, faulty materials or faulty design (other than in respect of your liability as the owner of the property);
• loss or damage that would not have arisen if there had not been a failure to deal with existing damage that would have been noticeable, you were aware of and/or where there has been an unreasonable delay in starting to deal with the damage;
• loss or damage that happened before this policy came into force;
• loss or damage caused by any criminal or deliberate act permitted by you or your family and/or carried out by you, your family or anyone lawfully in your home;
• loss or damage caused by domestic animals or pets;
• loss or damage caused by gradual deterioration or normal wear and tear;
• loss or damage caused by or resulting from renovation, construction, structural alteration, repair or demolition within the boundaries of the risk address shown within your schedule; or
• any reduction in the market value of any property following its repair or reinstatement.

We will not pay for:
• the cost of maintenance and routine re-decorating unless required under an insured event;
• any loss or damage which results from the incident that caused you to claim, except as specifically provided for under this policy;
• costs associated with general maintenance to your home such as defective rendering, repointing chimneys or general roof maintenance;
• any claim that would be paid under any other policy if this policy did not exist;
• any expense, legal liability, loss or damage to property directly or indirectly caused by terrorism;
• loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
  – riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
  – property being confiscated or detained by customs or other officials;
  – pressure waves caused by aircraft and other flying objects travelling at any speed;
  – ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
  – the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
  – war, invasion, act of foreign enemy, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
• any expense, legal liability, loss or damage to property directly or indirectly caused by pollution or contamination, unless it is caused by leakage of oil from any fixed heating installation or domestic appliance and covered under section 8, buildings or contents; and
• any costs you incur in preparing any claim under this policy.

When your home is unoccupied

The risks to any property are significantly higher when it is unoccupied. Therefore we will not cover your home for incidents of theft, attempted theft, vandalism, malicious acts, escape of water or oil, and/or accidental damage when your home has not been lived in for 60 days or more in a row. You must tell us immediately if your home is or will become unoccupied. Visits to check on your home do not constitute it being occupied. Please see the relevant sections of the policy booklet for the exclusions which will be applied if your home is unoccupied.

Policy conditions

1. Changes you must tell us about

You must tell the administrator about any change to the information you have previously provided.

Please inform the administrator immediately if you are in any doubt that the information contained within your statement of fact and Schedule is correct and up to date to ensure that you, and any other individual covered by your policy, continue to have the full protection of your policy.

Some examples of changes you must tell us or the administrator about are as follows:
• change of address;
• any building work;
• your home becoming, or you intend for your home to become, unoccupied;
• you plan to let or rent out your home or part of your home;
• your property is no longer occupied solely by you and your family;
• change of occupation;
1. Changes you must tell us about continued

- additions to, or increases in the value of, your contents, valuables or jewellery;
- you, your family or anyone legally in the home plan to use the home for any business use, with the exception of childminding, clerical or administrative work with no employees;
- you or any person usually living with you has any unspent criminal convictions and/or is an undischarged bankrupt;
- any loss or incident that may cause a claim (even if you are not making a claim in respect of that loss or incident under the policy).

As a result of the change, your premium may increase or decrease and the terms of your policy may be amended, depending on what the change is. Following any changes the administrator will advise you of any adjustment (if applicable) to your premium or any changes to the terms.

Please remember that if you do not tell us or the administrator about changes, we may refuse to pay a claim, or pay only part of a claim under this policy.

Making a false statement, misrepresenting or withholding information from us or the administrator could result in your policy being voided, as if the policy never existed. As a result all claims under your policy will be refused and all premiums that you have paid may be retained. It is your responsibility to ensure that all the information that has been given by you, or that has been given on your behalf, is true and complete. If there are any errors on your statement of fact or schedule, or the information is not correct, your policy may be voided.

2. Cancelling the policy

You have 14 days from when you receive your policy documents or enter into this contract, whichever is later, to notify the administrator if you want to cancel your policy. This is known as a cooling-off period. If you cancel your policy during the cooling-off period, we will refund your full premium less the amount of any claim you have made.

You may cancel your policy any time after the cooling-off period by notifying the administrator. We will refund any premium paid for the remaining period of insurance, less any administrator’s cancellation charge, as long as you have not made any claim in the current period of insurance. We or the administrator can cancel this policy at any time, for a valid reason or if there are serious grounds to do so, by sending you seven days notice in writing. We will send the notice to the last known address we have for you. We will refund your premium for the time that was left on your policy as long as you have not made a claim. Examples of valid reasons or serious grounds may include, but are not limited to:

- Non payment of premium (including missed direct debit payments) that is not resolved following our reminders.
- Failing to comply with the policy or claims conditions.
- Failing to cooperate and/or provide the necessary information required to enable us, or the administrator, to administer your policy, claim or investigate fraud.
- Where threatening, abusive or offensive behaviour has been used towards us, the administrator or members of our supply chain.
- Where any change you tell us about occurring during the term of your policy that alters the information on your policy documents resulting in us no longer being able to continue cover.
For your full cancellation rights for Family Legal Guard please refer to page 40, and for Home Emergency refer to page 60–61. You may cancel these optional covers any time after the cooling-off period by notifying the administrator, who will refund any premium paid for the remaining period of insurance, as long as you have not made any claim in the current period of insurance. If you cancel your home insurance, these optional covers will automatically be cancelled. You may cancel this policy at any time by calling the administrator on 0345 674 6666 or writing to the administrator at Freepost RSJB-RZZY-HTJB, Tesco Bank Customer Service, P.O. Box 276, Newcastle Upon Tyne NE12 2BT.

3. Preventing loss

You must take steps to:

• keep your home in a good state of repair; and
• avoid or limit any loss, damage or injury.

If you fail to take the above steps we may refuse to pay your claim, pay only part of your claim and/or void your policy.

4. Renewal

Approximately 21 days before your Tesco Bank Home Insurance policy comes to an end the administrator will send either:

• your insurance renewal invitation confirming the details of your next year’s premium, any changes to the terms and whether you need to contact the administrator to complete your renewal; or
• confirmation that the administrator is unable to renew your policy, so that you can arrange alternative insurance.

If your policy renews automatically and your details have changed or you do not wish to renew your policy or any of your optional extra covers, you must inform the administrator before your renewal date, otherwise your policy will be renewed on the terms described in your renewal invitation. If your policy renews automatically but the administrator is unable to automatically renew any part of your Tesco Bank Home Insurance policy such as an optional extra cover you held during the previous period of insurance, they will let you know within your renewal invitation and will confirm the steps you need to take to complete your renewal of that part of your policy. If the administrator does not receive your required confirmation before your renewal date, the specific part of your policy that the administrator can not automatically renew will end on the date noted on your schedule, however the rest of your policy (including optional extras that the administrator is able to automatically renew without further steps from you) will be renewed.

For automatic renewals, payment will be taken from the card/account details most recently provided. If you are not the card or account holder you must ensure that the card/account holder has agreed to make the renewal payment and you must tell them of any changes to the amount.

If your policy does not renew automatically, you will need to contact the administrator to complete your renewal, and make payment, otherwise your policy will not be renewed.

If the administrator places your Tesco Bank Home Insurance with a different insurer, selected from the administrator’s range of insurance providers, from the renewal date of your existing policy, they will let you know within your renewal invitation.
5. Rights of third parties

No third party shall have any rights under this policy or the right to enforce any part of it unless provided for by law or expressly stated in this policy.

6. The law and language that applies

English law will apply to this contract, unless we and you agree otherwise. All information relating to this contract will be in the English language.

7. Fraud

We will not pay any claim or incident which is in any way fraudulent such as, but not limited to, false or exaggerated. If you, any person insured under this policy, or anyone acting on your behalf makes, or attempts to make, a fraudulent claim, we will cancel your policy from the date of the fraudulent act, reject the claim and any subsequent claims and retain any premiums paid. We will notify you if we do this.

If we incur, or have incurred, any costs, including the costs of investigating a claim, or make any payments to third parties, we have the right to recover those costs from you.

Additionally, if we have made any payments to you in respect of the fraudulent claim, we have the right to recover those costs.

If there has been any fraudulent activity to secure cover or benefits under this policy, or obtain cover at a lower price, this will result in your contract of insurance being voided (as if the policy never existed), all claims under your policy being refused and all premiums that you have paid being retained.

We may also notify the relevant authorities so that they may consider criminal proceedings. We may also inform other financial services organisations and anti-fraud databases such as CIFAS and CUE.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
**Buildings cover**

(This cover applies only if shown in your schedule.)

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Your buildings</strong> are covered for loss or damage arising as a result of the insured incidents listed in the sections below.</td>
<td>The total excess shown in your schedule for every claim. Any amount above the individual limit shown on your schedule.</td>
</tr>
<tr>
<td>1. Fire, lightning, explosion or earthquake.</td>
<td>1. Singeing, scorching or melting.</td>
</tr>
<tr>
<td>2. Smoke.</td>
<td>2. Damage caused by smoke that happens gradually over a period of time.</td>
</tr>
<tr>
<td><strong>3. Riot, civil commotion, labour disputes or political disturbances.</strong></td>
<td></td>
</tr>
</tbody>
</table>
| **4. Collision with the buildings** by any of the following:  
• vehicles, aircraft or other flying objects or anything dropped from them;  
• wild animals, birds or insects;  
• telegraph poles and lamp posts;  
• falling branches or trees;  
• falling satellite dishes, masts, aerials or security equipment;  
• falling wind turbines and solar panels. | 4. The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your buildings. Damage caused by cutting down all or part of a tree. |
| 5. **Storm or flood.** | 5. Loss or damage:  
• to gates, hedges or fences;  
• that does not arise from events defined as Storm or Flood; or  
• caused by subsidence, heave or landslip (this damage is covered by section 9). |
| 6. Theft or attempted theft. | 6. Theft or attempted theft:  
• by you or any member of your family;  
• when your home is lived in or occupied overnight by someone who is not a member of your family unless forcible and violent entry is used to get into your home; or  
• when your home is unoccupied. |

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.*
<table>
<thead>
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<tbody>
<tr>
<td>7. Vandalism or malicious acts.</td>
<td>7. Vandalism or malicious acts caused:&lt;br&gt;• by you or any member of your family;&lt;br&gt;• when your home is occupied by someone who is not a member of your family unless forcible and violent entry is used to get into your home; or&lt;br&gt;• when your home is unoccupied.</td>
</tr>
<tr>
<td>8. Water or oil escaping from any fixed domestic water or heating installation, including underground drains and pipes or from any domestic appliance.</td>
<td>8. Loss or damage:&lt;br&gt;• when the home is unoccupied;&lt;br&gt;• that happens gradually over a period of time;&lt;br&gt;• to the fixed domestic water or heating installation;&lt;br&gt;• caused by subsidence, heave or landslip (this damage is covered by section 9);&lt;br&gt;• caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding;&lt;br&gt;• caused by the failure or lack of grout and/or sealant in your home;&lt;br&gt;• caused by water overflowing from wash basins, sinks, bidets, showers and/or baths as a result of taps being left on; or&lt;br&gt;• to the tanks, pipes, appliances or heating systems.</td>
</tr>
<tr>
<td>9. Subsidence or heave of the site on which the buildings stand, or landslip.</td>
<td>9. Loss or damage:&lt;br&gt;• to the buildings or their foundations by settlement, unless the settlement is caused by subsidence of the site on which the buildings stand;&lt;br&gt;• to the buildings or their foundations because the materials they are built from shrink or expand;&lt;br&gt;• caused by the sea or river wearing away the land;&lt;br&gt;• caused by the buildings being demolished, altered or having structural repairs carried out;&lt;br&gt;• to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of the building are damaged at the same time and by the same incident;</td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>• to walls, gates, hedges, sheds, greenhouses, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, terraces, service tanks, drains, pipes, cables and central fuel storage tanks, unless the main building is damaged at the same time and by the same incident; or</td>
<td>• for which compensation is provided by legislation or contract.</td>
</tr>
<tr>
<td>10. Plumbing Installation. We will pay for damage to any part of the plumbing installation in the buildings caused by freezing or bursting.</td>
<td>10. Loss or damage:</td>
</tr>
<tr>
<td>11. Service pipes and cables. The cost of repairing accidental damage to underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to and from your home.</td>
<td>• caused by rust or corrosion;</td>
</tr>
<tr>
<td>12. Trace and access. We will pay the costs you have to pay to find the source of any water or oil escaping from tanks, pipes, appliances or fixed heating systems that is causing damage to the buildings; including the cost of removing and replacing any part of the walls, floors, roof or ceiling.</td>
<td>• caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding; or</td>
</tr>
<tr>
<td>13. Locks on outside doors. We will pay the cost of replacing and fitting locks on outside doors of any of the buildings if:</td>
<td>• caused when your home is unoccupied.</td>
</tr>
<tr>
<td>• your keys are lost outside the home or are stolen; or</td>
<td>12. The costs you have to pay to locate an escape of water if;</td>
</tr>
<tr>
<td>• they are damaged inside the home by an incident insured under this cover.</td>
<td>• the water or heating installation is outside or in a stand alone outbuilding;</td>
</tr>
<tr>
<td></td>
<td>• the cause of the water or oil escaping is not as a result of an insured incident.</td>
</tr>
<tr>
<td></td>
<td>The costs to repair the tanks, pipes, appliances or heating systems.</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>14. Fees and clearance costs.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay the following expenses when rebuilding or repairing the <strong>buildings</strong> as a result of damage covered by this cover:</td>
<td></td>
</tr>
<tr>
<td>• architects’, surveyors’, consultants’ and legal fees;</td>
<td></td>
</tr>
<tr>
<td>• the cost of clearing the site and making it and the <strong>buildings</strong> safe; or</td>
<td></td>
</tr>
<tr>
<td>• clearing drains, demolishing, shoring or propping up the <strong>buildings</strong>.</td>
<td></td>
</tr>
<tr>
<td>15. Local Authority requirements.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay any costs to keep to any Government or Local Authority requirement for rebuilding or repairing the <strong>buildings</strong> as a result of damage insured under this cover.</td>
<td></td>
</tr>
<tr>
<td>15. Costs where <strong>you</strong> had already been told about the requirement before the damage happened.</td>
<td></td>
</tr>
<tr>
<td>16. Alternative accommodation and rent.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay the costs of alternative accommodation for <strong>you</strong>, <strong>your family</strong> and <strong>your</strong> domestic pets if the <strong>buildings</strong> cannot be lived in because of damage insured by this <strong>buildings</strong> cover.</td>
<td></td>
</tr>
<tr>
<td>If <strong>you</strong> rent out part of <strong>your home</strong> or are a tenant, <strong>we</strong> will pay the rent that <strong>you</strong> should have received or are responsible for paying while the <strong>buildings</strong> cannot be lived in as a result of damage insured under this <strong>buildings</strong> cover.</td>
<td></td>
</tr>
<tr>
<td>17. Cover when selling <strong>your home</strong>.</td>
<td></td>
</tr>
<tr>
<td>If <strong>you</strong> are selling <strong>your home</strong> we will cover the buyer under <strong>buildings</strong> cover sections 1-16 and 18-23, at the address stated in <strong>your schedule</strong>, up to the date the sale completes.</td>
<td></td>
</tr>
<tr>
<td>17. If <strong>your home</strong> is insured under another policy. Cover does not apply after the sale has completed.</td>
<td></td>
</tr>
<tr>
<td>18. Emergency access to <strong>buildings</strong>.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay for damage to <strong>your buildings</strong> caused by the emergency services if they cause damage while getting into <strong>your home</strong> to deal with an emergency.</td>
<td></td>
</tr>
<tr>
<td>19. Emergency access to gardens.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay for damage to <strong>your</strong> trees, shrubs, plants and lawns caused by the emergency services if they cause damage while getting into <strong>your home</strong> to deal with an emergency.</td>
<td></td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.*
<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>20. Glass and sanitary ware permanently fitted to your home.</td>
<td>20. Loss or damage:</td>
</tr>
<tr>
<td>We will pay for accidental breakage to:</td>
<td>• caused by scratching or denting.</td>
</tr>
<tr>
<td>• fixed mirrors</td>
<td>• caused when your home is unoccupied; or</td>
</tr>
<tr>
<td>• fixed glass in windows, doors and roofs including conservatories and greenhouses;</td>
<td>• to window or door frames.</td>
</tr>
<tr>
<td>• fixed ceramic hobs;</td>
<td></td>
</tr>
<tr>
<td>• fixed sanitary fittings in your home; and</td>
<td></td>
</tr>
<tr>
<td>• solar panels.</td>
<td></td>
</tr>
<tr>
<td>21. Plants in the garden.</td>
<td>21. Loss or damage:</td>
</tr>
<tr>
<td>We will pay for loss or damage to trees, shrubs, plants and lawns that you own, while in the open and within the boundaries of your home, as a result of loss or damage insured under sections 1 to 9 of this cover.</td>
<td>• that happens gradually over time as a result of causes such as light or atmospheric conditions;</td>
</tr>
<tr>
<td></td>
<td>• caused by frost and/or snow;</td>
</tr>
<tr>
<td></td>
<td>• caused by smoke and/or bonfires; or</td>
</tr>
<tr>
<td></td>
<td>• caused when your home is unoccupied.</td>
</tr>
<tr>
<td>22. Repair of sewer pipe.</td>
<td>23. Any amount for death or bodily injury to you, your family or any domestic employee.</td>
</tr>
<tr>
<td>We will pay for the cost of getting into and repairing the pipe between the main sewer and your home if it is blocked.</td>
<td>Any amount for loss or damage to property owned by you, leased, let, rented, hired, lent or entrusted to you.</td>
</tr>
<tr>
<td>Please note that the maintenance and repair of the sewer pipe may be the responsibility of the local water and sewage company.</td>
<td>Liability arising directly or indirectly from:</td>
</tr>
<tr>
<td></td>
<td>• any lift (other than a stairlift) you own or you are responsible for maintaining;</td>
</tr>
<tr>
<td></td>
<td>• any deliberate or malicious act;</td>
</tr>
<tr>
<td></td>
<td>• occupation of any land or building;</td>
</tr>
<tr>
<td></td>
<td>• using the home for any business, trade, profession or employment; or</td>
</tr>
<tr>
<td></td>
<td>• any agreement unless you would have had that liability without the agreement.</td>
</tr>
<tr>
<td>The Property owners’ liability section will not apply if your liability is covered by another insurance policy.</td>
<td></td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
# Buildings optional cover – Accidental damage

(This cover only applies if shown in your schedule.)

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>24. Accidental damage to your buildings.</strong></td>
<td>24. Any incident already covered in the building section or anything listed as not covered under buildings cover sections 1-19, 21 and 22.</td>
</tr>
<tr>
<td></td>
<td>Loss or damage:</td>
</tr>
<tr>
<td></td>
<td>• that happens gradually over time as a result of causes such as light or atmospheric conditions;</td>
</tr>
<tr>
<td></td>
<td>• caused by mechanical or electrical faults or breakdowns;</td>
</tr>
<tr>
<td></td>
<td>• when your home is unoccupied;</td>
</tr>
<tr>
<td></td>
<td>• caused by the effects of chemicals;</td>
</tr>
<tr>
<td></td>
<td>• caused by frost;</td>
</tr>
<tr>
<td></td>
<td>• caused by water entering your home (Please refer to buildings cover sections 5 or 8 for water damage caused by storm, flood and water escaping from any fixed domestic water or heating installation).</td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.*
## Contents cover

(This cover applies only if shown in your schedule.)

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
</table>
| **Your** and **your family’s contents** are covered for loss or damage arising as a result of the insured **incidents** listed in the sections below when they are:  
  • in the **buildings**; and  
  • in the open but within the boundary of the **home**. | **Money** and **valuables** in the open but within the boundary of the **home**.  
  The total **excess** shown in your **schedule** for every claim.  
  Any amount above the individual limit shown on your **schedule**. |
| 1. Fire, lightning, explosion or earthquake. | 1. Singeing, scorching or melting. |
| 2. Smoke. | 2. Damage caused by smoke that happens gradually over a period of time. |
| 3. Riot, civil commotion, labour disputes or political disturbances. | |
| 4. Collision with the **buildings** or **contents** by any of the following:  
  • vehicles, aircraft or other flying objects or anything dropped from them;  
  • wild animals, birds or insects;  
  • telegraph poles and lamp posts;  
  • falling branches or trees;  
  • falling satellite dishes, masts, aerials or security equipment;  
  • falling wind turbines and solar panels. | 4. The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your **contents**.  
  Damage caused by cutting down all or part of a tree. |
| 5. **Storm** or **flood**. | 5. Loss or damage:  
  • to gates, hedges or fences;  
  • that does not arise from events defined as **Storm** or **Flood**; or  
  • caused by **subsidence**, **heave** or **landslip**  
  (this damage is covered by section 9). |

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Theft or attempted theft.</td>
<td>6. Theft or attempted theft:</td>
</tr>
<tr>
<td>• by you or any member of your family;</td>
<td>• when your home is lived in or occupied overnight by someone who is not a member of</td>
</tr>
<tr>
<td>• when your home is lived in or occupied overnight by someone who is not a</td>
<td>your family unless forcible and violent entry is used to get into your home;</td>
</tr>
<tr>
<td>member of your family;</td>
<td>• when your home is unoccupied;</td>
</tr>
<tr>
<td>• when your home is unoccupied;</td>
<td>• by deception, unless the only deception used is to get into your home;</td>
</tr>
<tr>
<td>• by deception, unless the only deception used is to get into your home;</td>
<td>• of money and valuables from garages and outbuildings; or</td>
</tr>
<tr>
<td>• of money and valuables from garages and outbuildings; or</td>
<td>• from an unsecured communal area.</td>
</tr>
<tr>
<td>• from an unsecured communal area.</td>
<td></td>
</tr>
<tr>
<td>7. Vandalism or malicious acts.</td>
<td>7. Vandalism or malicious acts caused:</td>
</tr>
<tr>
<td>• by you or any member of your family;</td>
<td>• by you or any member of your family;</td>
</tr>
<tr>
<td>• when your home is lived in or occupied overnight by someone who is not a</td>
<td>• when your home is lived in or occupied overnight by someone who is not a member of</td>
</tr>
<tr>
<td>member of your family;</td>
<td>your family unless forcible and violent entry is used to get into your home;</td>
</tr>
<tr>
<td>• when your home is unoccupied;</td>
<td>• when your home is unoccupied; or</td>
</tr>
<tr>
<td>• by computer viruses.</td>
<td>• by computer viruses.</td>
</tr>
<tr>
<td>8. Water or oil escaping from any fixed domestic water or heating installation,</td>
<td>8. Loss or damage:</td>
</tr>
<tr>
<td>or from any domestic appliance.</td>
<td>• when the home is unoccupied;</td>
</tr>
<tr>
<td>• when the home is unoccupied;</td>
<td>• that happens gradually over a period of time;</td>
</tr>
<tr>
<td>• to the fixed domestic water or heating installation;</td>
<td>• to the fixed domestic water or heating installation;</td>
</tr>
<tr>
<td>• caused by subsidence, heave or landslip (this damage is covered by section 9)</td>
<td>• caused by subsidence, heave or landslip (this damage is covered by section 9);</td>
</tr>
<tr>
<td>• caused by escape of water if the water or heating installation is outside</td>
<td>• caused by escape of water if the water or heating installation is outside or in a</td>
</tr>
<tr>
<td>or in a stand alone outbuilding;</td>
<td>stand alone outbuilding;</td>
</tr>
<tr>
<td>• caused by the failure or lack of grout and/or sealant in your home;</td>
<td>• caused by the failure or lack of grout and/or sealant in your home;</td>
</tr>
<tr>
<td>• caused by water overflowing from wash basins, sinks, bidets, showers and/or</td>
<td>• caused by water overflowing from wash basins, sinks, bidets, showers and/or baths</td>
</tr>
<tr>
<td>baths as a result of taps being left on; or</td>
<td>as a result of taps being left on; or</td>
</tr>
<tr>
<td>• to the tanks, pipes, appliances or heating systems.</td>
<td>• to the tanks, pipes, appliances or heating systems.</td>
</tr>
</tbody>
</table>

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<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9. Subsidence or heave</strong> of the site on which the</td>
<td><strong>9. Loss or damage:</strong></td>
</tr>
<tr>
<td>buildings stand, or landslip.</td>
<td>• caused by the sea or river wearing away the land;</td>
</tr>
<tr>
<td></td>
<td>• caused by the buildings being demolished, altered or having structural repairs carried out;</td>
</tr>
<tr>
<td></td>
<td>• caused by faulty construction or design of the buildings or their foundation; or</td>
</tr>
<tr>
<td></td>
<td>• for which compensation is provided by contract or legislation.</td>
</tr>
<tr>
<td><strong>10. Plants in the garden.</strong></td>
<td><strong>10. Loss or damage:</strong></td>
</tr>
<tr>
<td><strong>We</strong> will pay for loss or damage to trees, shrubs,</td>
<td>• that happens gradually over time as a result of causes such as light or atmospheric conditions;</td>
</tr>
<tr>
<td>plants and lawns that <strong>you</strong> own, while in the</td>
<td>• caused by frost and/or snow;</td>
</tr>
<tr>
<td>open and within the boundaries of <strong>your home</strong>,</td>
<td>• caused by smoke and/or bonfires; or</td>
</tr>
<tr>
<td>as a result of loss or damage insured under sections</td>
<td><strong>11. Contents temporarily removed from your home.</strong></td>
</tr>
<tr>
<td><strong>1 to 9</strong> of this cover.</td>
<td><strong>Your contents</strong> are covered for loss or damage insured under sections 1 to 9 of this cover when they are temporarily removed from your home and kept in another building. These items must be within the UK and will only be covered away from your home for up to 90 days in any 12 month period.</td>
</tr>
<tr>
<td><strong>11. Contents temporarily removed from your home.</strong></td>
<td><strong>11. Loss or damage:</strong></td>
</tr>
<tr>
<td><strong>Your contents</strong> are covered for loss or damage</td>
<td>• caused by theft or attempted theft from a building unless there are visible signs that forcible and violent entry was used to get into or out of the building;</td>
</tr>
<tr>
<td>insured under sections 1 to 9 of this cover when</td>
<td>• caused by theft or attempted theft from a hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging unless there are visible signs that forcible and violent entry was used to get into or out of the room;</td>
</tr>
<tr>
<td>they are temporarily removed from <strong>your home</strong></td>
<td>• to any item kept in a furniture depository or with a storage company;</td>
</tr>
<tr>
<td>and kept in another building.</td>
<td>• to any item taken out of <strong>your home</strong> to sell, pawn, lease, lend, display or exhibit;</td>
</tr>
<tr>
<td></td>
<td>• from a caravan, mobile home or motorhome; or</td>
</tr>
<tr>
<td></td>
<td>• to any <strong>contents</strong> not in a building.</td>
</tr>
</tbody>
</table>

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### What is covered

12. **Contents** at university/college.

**We** will pay for loss or damage covered under this section to **contents** belonging to, or which are the responsibility of, **you** or a member of **your family** when they are in halls of residence or any other term time accommodation in the UK where **you** or a member of **your family** are living whilst attending college, university or boarding school as a result of loss or damage insured under sections 1 to 9 of this cover.

13. **Fixed glass, ceramics and mirrors.**

**We** will pay for accidental breakage in **your home** to:
- fixed glass in mirrors;
- fixed glass in furniture, pictures or ornaments;
- glass tops to furniture; or
- ceramic hobs and ceramic tops in free-standing cookers.

14. **Home entertainment equipment.**

**We** will pay for **accidental damage** to:
- television sets (and their aerials), Freeview boxes and other personal video recorders, satellite decoders or receivers and DVD/Blu-ray devices;
- games consoles, desktop personal computers, laptops, electronic tablets and notebooks; or
- audio equipment and radios.

### What is not covered*

12. Loss or damage caused by:
- theft, attempted theft, malicious damage or vandalism unless there is evidence that forcible and violent entry took place.

Loss or damage to any **contents** not in halls of residence or any other term time accommodation in the UK.

Loss of **money**.

13. Loss or damage caused by scratching or denting.

14. Loss or damage:
- that happens gradually over time as a result of causes such as light or atmospheric conditions;
- caused by scratching or denting;
- caused by mechanical or electrical faults or breakdowns;
- caused by computer viruses or anything downloaded illegally or from illegal websites;
- to hand-held games consoles;
- to digital cameras, video camera and any recording or digital imaging equipment that is primarily designed to be handheld; or
- to mobile phones, smartphones, smartwatches, health and fitness bands and portable media players such as MP3/4 players.

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<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>15. Alternative accommodation and rent.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay the costs of alternative accommodation for <strong>you, your family</strong> and <strong>your domestic pets</strong> and the costs of temporarily storing the <strong>contents</strong> of <strong>your home</strong> if the <strong>buildings</strong> cannot be lived in because of damage insured by this <strong>contents</strong> cover.</td>
<td></td>
</tr>
<tr>
<td>If <strong>you</strong> rent out part of <strong>your home</strong> or are a tenant, <strong>we</strong> will pay the rent that <strong>you</strong> should have received or are responsible for paying while the <strong>buildings</strong> cannot be lived in as a result of damage insured under this <strong>contents</strong> cover.</td>
<td></td>
</tr>
<tr>
<td>16. Metered oil and metered water.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay for accidental loss of metered oil or water in domestic heating systems.</td>
<td></td>
</tr>
<tr>
<td>17. Replacement locks.</td>
<td></td>
</tr>
<tr>
<td><strong>We</strong> will pay the cost of replacing and fitting locks on outside doors of any of the <strong>buildings</strong> or to any safe or alarm system in <strong>your home</strong> if:</td>
<td></td>
</tr>
<tr>
<td>• <strong>your</strong> keys are lost outside the <strong>home</strong> or are stolen; or</td>
<td></td>
</tr>
<tr>
<td>• they are damaged inside the <strong>home</strong> by an <strong>incident</strong> insured under this cover.</td>
<td></td>
</tr>
<tr>
<td>18. Religious festival increase.</td>
<td></td>
</tr>
<tr>
<td><strong>Your contents total replacement value</strong> is increased by the amount shown on <strong>your schedule</strong> during the month of <strong>your religious festival</strong> to cover the gifts and extra drink and food bought for the religious festival. All other individual policy limits shown on <strong>your Schedule</strong> will apply to a claim made under this Section.</td>
<td></td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. Wedding and civil partnership gifts.</td>
<td>If you make a claim for wedding and civil partnership gifts increase, you cannot also make a claim for the same incident under religious festival increase and/or birth and adoption increase.</td>
</tr>
</tbody>
</table>
| Your contents total replacement value is increased by the amount shown on your schedule for 4 weeks before and 4 weeks after your or any member of your family’s wedding day or civil partnership ceremony day, to cover the gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, we will insure the gifts against loss or damage when they are:  
  • in your home;  
  • in the building where the wedding reception or civil partnership reception is held; or  
  • being transported between your home and the reception.  
All other individual policy limits shown on your Schedule will apply to a claim made under this Section. |                                                                                     |
| 20. Birth and adoption increase.                                             | If you make a claim for birth and adoption increase, you cannot also make a claim for the same incident under religious festival increase and/or wedding and civil partnership. |
| Your contents total replacement value is increased by the amount shown on your schedule for 4 weeks before and 4 weeks after the birth of or adoption of a child to any member of your family. All other individual policy limits shown on your Schedule will apply to a claim made under this Section. |                                                                                     |
| 21. Household removal.                                                        | 21. Loss or damage to china, glass or other fragile items.  
Loss of money, jewellery and watches. |                                                                                     |
| We will pay for accidental loss of or damage to your contents while they are being permanently moved by a removal company from your home to any other private property you are going to live in within the UK. This includes while they are being temporarily kept in a furniture depository or with a storage company for up to 72 hours. |                                                                                     |

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>22. Legally downloaded information.</td>
<td>22. Loss or damage caused by computer viruses.</td>
</tr>
<tr>
<td>We will pay for loss or damage covered under this section to information that you have legally bought and stored on your home entertainment equipment, mobile phone, smartphone, smartwatch, portable media player or hand-held games consoles if it is lost or damaged.</td>
<td>Loss or damage caused to, or by anything you have downloaded illegally or from illegal websites.</td>
</tr>
<tr>
<td>23. Frozen foods.</td>
<td>23. Loss or damage caused by:</td>
</tr>
<tr>
<td>We will pay the costs of replacing food spoilt in any freezer or fridge in your home caused by:</td>
<td>• your power supply being cut off by the electricity supplier; or</td>
</tr>
<tr>
<td>• a rise or fall in temperature; or</td>
<td>• a strike, a lockout or an industrial dispute.</td>
</tr>
<tr>
<td>• contamination by refrigerant or refrigerant fumes.</td>
<td>Loss or damage when your home is unoccupied.</td>
</tr>
<tr>
<td>24. Occupier’s and personal liability.</td>
<td>24. Death or injury suffered by you, your family or a domestic employee.</td>
</tr>
<tr>
<td>We will pay the amount you or a member of your family legally have to pay for causing:</td>
<td>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family.</td>
</tr>
<tr>
<td>• accidental death or injury; or</td>
<td>Liability arising out of owning, using, possessing or occupying any:</td>
</tr>
<tr>
<td>• accidental loss of or damage to property; which occurs during the period of insurance, as a result of;</td>
<td>• motorised vehicles including bicycles fitted with motorised assistance of any kind, drones, quadcopters or octocopters, but not other domestic motorised vehicles;</td>
</tr>
<tr>
<td>• your occupancy (but not ownership) of the buildings; or</td>
<td>• aircraft (including gliders, hang-gliders and microlights);</td>
</tr>
<tr>
<td>• a private role not connected with owning the buildings.</td>
<td>• caravans (including static caravans);</td>
</tr>
<tr>
<td>If you die, we will extend the cover you would have received under this section to your legal representatives provided they observe the terms and conditions of this policy.</td>
<td>• trailers;</td>
</tr>
<tr>
<td></td>
<td>• watercraft and hovercraft;</td>
</tr>
<tr>
<td></td>
<td>• firearms, except legally held sporting guns used for sporting purposes;</td>
</tr>
<tr>
<td></td>
<td>• dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or</td>
</tr>
<tr>
<td></td>
<td>• lift (other than a stairlift) you own or you are responsible for maintaining.</td>
</tr>
<tr>
<td></td>
<td>Injury or damage arising from:</td>
</tr>
<tr>
<td></td>
<td>• a direct or indirect result of an assault or alleged assault;</td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
### What is covered

- any deliberate or malicious act;
- hunting;
- racing, pacemaking, sportives or trials, except on foot; or
- your business, trade, profession or employment.

Liability arising from any disease or virus that you pass on to another person.

Any liability you have under a contract, unless you would have had that liability without the contract.

Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.

The occupier’s and personal liability section will not apply if your liability is covered by another insurance policy.

### What is not covered*

- we will pay the amount which you become legally liable to pay for accidental death or injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.

Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.

### 25. Employer’s liability.

We will pay the amount which you become legally liable to pay for accidental death or injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.

Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.

### 25. Loss, damage, injury, illness or disease not caused during the period of insurance and directly by the work your domestic staff were employed to do.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>We will cover you for your legal liability as a tenant for the amount you have to pay for:</td>
<td>Loss or damage excluded under any of sections 1 to 9 of contents cover.</td>
</tr>
<tr>
<td>• damage to the structure of your home, or to the landlord’s fixtures and fittings, interior decorations, caused by the sections 1 to 9 under contents cover of this policy;</td>
<td></td>
</tr>
<tr>
<td>• the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home;</td>
<td></td>
</tr>
<tr>
<td>• accidental breakage to fixed sanitary fittings and bathroom fittings; and</td>
<td></td>
</tr>
<tr>
<td>• accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses and conservatories.</td>
<td></td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
## Contents optional cover – Accidental damage

(This cover only applies if shown in your schedule.)

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>27. Accidental damage to your contents.</strong></td>
<td>27. Any event already covered or anything listed as not covered under the contents cover sections 1-13 and 15-23.</td>
</tr>
<tr>
<td></td>
<td>Loss or damage:</td>
</tr>
<tr>
<td></td>
<td>• that happens gradually over time as a result of causes such as light or atmospheric conditions;</td>
</tr>
<tr>
<td></td>
<td>• caused by mechanical or electrical faults or breakdowns;</td>
</tr>
<tr>
<td></td>
<td>• caused by computer viruses;</td>
</tr>
<tr>
<td></td>
<td>• caused by frost;</td>
</tr>
<tr>
<td></td>
<td>• when your home is unoccupied;</td>
</tr>
<tr>
<td></td>
<td>• to bicycles;</td>
</tr>
<tr>
<td></td>
<td>• to corneal or contact lenses;</td>
</tr>
<tr>
<td></td>
<td>• to money;</td>
</tr>
<tr>
<td></td>
<td>• to sports equipment when it is being used;</td>
</tr>
<tr>
<td></td>
<td>• to food and drink;</td>
</tr>
<tr>
<td></td>
<td>• to documents and securities such as share or bond certificates;</td>
</tr>
<tr>
<td></td>
<td>• to clothing, including furs (apart from motorbike helmets and motorbike clothing); or</td>
</tr>
<tr>
<td></td>
<td>• caused by water entering your home (Please refer to contents cover sections 5 or 8 for water damage caused by storm, flood and water escaping from any fixed domestic water or heating installation).</td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
# Contents optional cover – Personal possessions

(This cover only applies if shown in your schedule. The level of Personal Possession cover you have selected is in addition to your contents total replacement value.)

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your or your family’s personal possessions, money, credit cards and mobile phones are covered for loss, theft and damage anywhere in the UK (including in your home), and for up to a total of 60 days in any period of insurance, when you and/or your family are abroad.</td>
<td>The total excess shown in your schedule for every claim. Any amount above the maximum claim limit shown on your schedule. Items used for business and professional purposes (unless it is a portable item within the definition of home office equipment). Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless: • there is evidence that forcible and violent entry took place; • the item is concealed in a glove or boot compartment; and • all access points to the vehicle are closed and locked. Loss or damage: • caused by deception; • caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; • caused by scratching, denting, cleaning or washing; • to sports equipment when it is being used; • to bicycles; • to reeds, strings, bridges or drum skins of musical instruments; • to crowns, caps or fillings in teeth; • to dentures while being used for eating; • to corneal or contact lenses; • to china or glass (except spectacles); • to documents and securities such as share or bond certificates; • to motor vehicles, trailers, caravans, boats, aircraft including gliders, hang-gliders and microlights, or the accessories or associated equipment belonging to any of these (apart from motorbike helmets and motorbike clothing); • to portable televisions, car audio or car audio-visual equipment and car phones; • to household goods or furniture; • to camping equipment; • to plants, shrubs or trees growing in the garden; • to animals; or • to any item taken out of your home to sell, pawn, lease, lend, display or exhibit. Mechanical or electrical faults or breakdowns.</td>
</tr>
</tbody>
</table>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
Contents optional cover – Specified items

(This cover only applies if shown in your schedule. The total value of items you have specified is in addition to your contents total replacement value.)

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
</table>
| Your and your family’s specified items (that are individually listed in your schedule) are covered for loss, theft and damage anywhere in the UK (including in your home), and for up to a total of 60 days in any period of insurance, when you and/or your family are abroad. | The total excess shown in your schedule for every claim. Any amount above the maximum claim limit shown on your schedule. Items used for business and professional purposes (unless it is a portable item within the definition of home office equipment). Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:
• there is evidence that forcible and violent entry took place; and
• the item is concealed in a glove or boot compartment; and
• all access points to the vehicle are closed and locked.
Loss or damage:
• caused by deception;
• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
• that happens gradually over time as a result of causes such as light or atmospheric conditions;
• caused by scratching or denting;
• caused by cleaning and washing;
• to sports equipment when it is being used;
• to bicycles;
• to reeds, strings, bridges or drum skins of musical instruments; or
• to any item taken out of your home to sell, pawn, lease, lend, display or exhibit.
Mechanical or electrical faults or breakdowns. |

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
Contents optional cover – Bicycles

(This cover only applies if shown in your schedule. The bicycle cover you have selected is in addition to your contents total replacement value.)

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered*</th>
</tr>
</thead>
</table>
| Your and your family’s bicycles (listed in your schedule) are covered for loss, theft or damage anywhere in the UK and for up to 60 days when you and/or your family are abroad in any period of insurance. | • The total excess shown in your schedule for every claim. Any amount above the maximum claim limit shown on your schedule.  
• Theft or attempted theft from an unsecured communal area.  
• Bicycles you do not keep at the home when not in use.  
• Theft or attempted theft of an unattended bicycle away from the home unless the bicycle is either:  
  - in a locked building; or  
  - securely locked to a permanent fixture, car, van, caravan or motorhome.  
Loss or damage:  
  - that happens gradually over time as a result of causes such as light or atmospheric conditions;  
  - caused by scratching or denting;  
  - while a bicycle is being used for racing, pacemaking, sportives, trials or testing;  
  - to tyres, accessories or removable parts of a bicycle, unless the bicycle is lost or damaged at the same time.  
• Mechanical breakdown.  
• Cuts, bursts or punctures to tyres. |

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.
Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our liabilities you may be entitled to compensation under the scheme. For further information see www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.
Family Legal Guard
(This cover only applies if shown in your Schedule.)

Household Legal Insurance Policy

Claims Helpline

0345 030 3183 open 24 hours a day, 365 days a year.

Throughout this section of the policy booklet certain words and phrases are printed in bold. These have the meanings set out on pages 35-36 of this policy booklet.

Introduction
Thank you for choosing Family Legal Guard – Household Legal Insurance, which covers you and your family* to pursue or defend your legal rights in the event of a range of personal legal disputes. Family Legal Guard is arranged by Tesco Personal Finance plc (trading as Tesco Bank), and is underwritten by AmTrust Europe Limited.

Family Legal Guard provides up to £100,000 of legal expenses insurance and will ensure you receive the right level of legal and personal support.

Family Legal Guard also provides access to a confidential legal helpline for most personal legal matters.

Family Legal Guard will provide legal expenses cover for you and your family where you or your family suffer a personal injury following an accident where someone else was to blame whilst...

• driving any vehicle
• a passenger in any vehicle
• using public transport
• at work
• a pedestrian
• cycling
• at school
• shopping
• on holiday within the EU.

*Family cover includes you and any member of your family living with you (please see policy definition of you for full details).

Family Legal Guard will also provide cover for you and your family in the event of any of the following…

• employment dispute
• contract dispute
• property dispute
• tax investigation
• legal defence including a motoring prosecution or inheritance dispute
• loss of salary through Jury Service attendance.
Meanings of words
Throughout this Section of the Policy Booklet certain words and phrases are printed in bold. These have the meanings set out below:

Administrator
Tesco Personal Finance plc (trading as Tesco Bank)
2 South Gyle Crescent
Edinburgh
EH12 9FQ
Customer Service Line: 0345 674 6666

Adviser
Our specialist panel of solicitors or accountants or their agents appointed by us to act for you, or, and subject to our agreement, where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by you.

Advisers’ Costs
Legal or accountancy fees and disbursements incurred by the adviser.

Adverse Costs
Third party legal costs awarded against you which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Conflict of Interest
Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment
A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Costs
Standard advisers’ costs and adverse costs.

Data Controller
The person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which personal data are, or are to be, processed.

Data Protection Legislation
means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Data Protection Act 1998 (“DPA”) and EC Directive 95/46/EC (the “DP Directive”) (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018) or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time.
Insurer
AmTrust Europe Limited

Insured Event
The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. For the purposes of the maximum amount payable, only one insured event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from a tax investigation, the date of the insured event shall be deemed to be the date HM Revenue and Customs issue a formal notice to you notifying of a full enquiry into your non-business affairs.

Period of Insurance
The period of insurance declared to and accepted by us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Legal Action(s)
(a) The pursuit or defence of civil legal cases for damages and/or injunctions (interdicts in Scotland) and/or specific performance (specific implement in Scotland) or
(b) The defence of criminal prosecutions to do with your employment, or the defence of motor prosecutions

Maximum Amount Payable
The maximum payable in respect of an insured event is £100,000.

Standard Advisers’ Costs
The level of advisers’ costs that would normally be incurred in using a specialist panel solicitor or their agents.

Territorial Limits
Sections of cover 2 & 4: The United Kingdom, the European Union, Channel Islands and Isle of Man.
All other sections of cover: The United Kingdom, the Channel Islands and the Isle of Man.

We/Us/Our
Arc Legal Assistance Limited.

You/Your
The person(s) named in the Schedule of the Tesco Home Insurance taken out in conjunction with this Legal Insurance Policy or any other person who has cover under this Legal Insurance Policy.

Cover also applies to your family members including your partner resident with you. If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to or out of your death.
Terms of cover

This section of your insurance policy is arranged and administered by Tesco Personal Finance plc (trading as Tesco Bank) and is underwritten by AmTrust Europe Limited, on whose behalf we act. We will manage any claims under this policy.

The insurance covers costs as detailed under the separate sections of cover, up to the maximum amount payable where:

a) The insured event takes place in the period of insurance and within the territorial limits and

b) The legal action takes place within the territorial limits.

If a claim is accepted under this insurance we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a conflict of interest arises. Where it is necessary to start court proceedings or a conflict of interest arises and you want to use a legal representative of your own choice, advisers’ costs payable by us are limited to no more than (a) our standard advisers’ costs; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the insurer in connection with the legal action.

Important Conditions

If your claim is covered under a section of this policy and no exclusions apply then it is vital that you comply with the conditions of this policy in order for your claim to proceed. The conditions applicable to this section are contained under the ‘Conditions’ section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case or achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves your interests. The assessment of your claim and the prospects of its success will be carried out by an independent adviser. If the adviser determines that there is not a 51% or greater chance of success, then we may decline or discontinue support for your case.

Proportional Costs

An estimate of the Costs to deal with your claim must not be more than the amount of money in dispute. The estimate of the Costs will be provided with the assessment of your case and will be carried out by the independent adviser. If the estimate exceeds the amount in dispute then we may decline or discontinue support for your case.

Duty of Disclosure

If this policy covers you as a private individual, unrelated to any trade, business or profession, you must take reasonable care to disclose correct information. The extent of the information you are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions you are asked when you took out this insurance.
Suspension of Cover

If you breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to you for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

How to make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the Claims Helpline on 0345 030 3183 and quote ‘Tesco Family Legal Guard’.

Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the helpline will ask you to complete and submit a claim form. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

In general terms, you are required to immediately notify us of any potential claim or circumstances which may give rise to a claim. If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Claims Helpline.

Conditions

1. Claims

   a) You must notify claims as soon as possible after you become aware of the event. There will be no cover under this policy if, as a result of a delay in reporting the claim our position has been prejudiced.

   b) We may investigate the claim and take over and conduct legal action in your name. Subject to your consent, which shall not be unreasonably withheld, we may reach a settlement of the legal action.

      i) You must supply all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice you will be responsible for any advisers’ costs in excess of our standard advisers’ costs. We will advise you of what our standard advisers’ costs are when you elect to use a legal representative of your choice. The adviser must represent you in accordance with our standard conditions of appointment which are available on request.

      c) The Adviser will:

         i) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained.

         ii) Keep us fully advised of all developments and provide such information as we may require.

         iii) Keep us advised of advisers’ costs incurred.

         iv) Advise us of any offers to settle and payments in to court. If against our advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless we agree in our absolute discretion to allow the case to proceed.

         v) Submit bills for assessment or certification by the appropriate body if requested by us.

         vi) Attempt recovery of costs from third parties.
d) In the event of a dispute arising as to advisers’ costs we may require you to change adviser.

e) The insurer shall only be liable for advisers’ costs for work expressly authorised by us in writing and undertaken while there are prospects of success.

f) You shall supply all information requested by the adviser and us.

g) You are responsible for all legal costs and expenses including adverse costs if you withdraw from the legal action without our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by you.

h) You must instruct the adviser to provide us with all information that we ask for and report to us as we direct at their own cost.

2. Prospects of Success

You only have cover under this policy where there is a 51% or greater chance of winning the case or achieving a positive outcome.

At any time we may, but only when supported by independent legal advice, form the view that you do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, we may decline support or any further support. Examples of a positive outcome are:

a) Being able to recover the amount of money at stake;

b) Being able to enforce a judgement;

c) Being able to achieve an outcome which best serves your interests.

3. Proportionality

We will only pay advisers’ costs that are proportionate to the amount of damages that you are claiming in the legal action. Advisers’ costs in excess of the amount of damages that you are able to claim from your opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see the ‘What to do if you have a complaint’ section at the back of this policy booklet), any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.

5. Fraud

In the event of fraud, we:

a) Will not be liable to pay the fraudulent claim;

b) May recover any sums paid to you in respect of the fraudulent claim;

c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to us;

d) Will no longer be liable to you in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim even if the other insurer refuses the claim.
7. Cancellation

You have a 14 day cooling-off period from the receipt of your policy booklet to cancel cover. To exercise your right to cancel during the cooling-off period please contact the administrator, who will also arrange a refund of your premium provided you have not already made a claim under your policy.

If you cancel your policy after 14 days, the administrator will refund any premium paid for the remaining period of insurance, as long as no claims have been made in the current period of insurance.

We or the administrator can cancel this policy at any time, for a valid reason or if there are serious grounds to do so, by sending you seven days’ notice in writing. We or the administrator will send the notice to the last known address we or the administrator have for you.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Legal helpline

Use the 24 hour advisory service for telephone advice on any personal legal problem of concern to you or any member of your family normally living with you. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone.

Simply telephone 0345 030 3182 and quote ‘Tesco Family Legal Guard’.

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

Sections of cover

1. Employment Disputes

What is insured:

Standard advisers’ costs to pursue a legal action against an employer, prospective employer, or ex-employer, arising from a dispute relating to your contract of employment or related statutory rights.

A dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures have been or ought to have been concluded.

What is not insured:

Claims

a) For standard advisers’ costs of any disciplinary investigatory or grievance procedure connected with your contract of employment.

b) To defend any dispute other than defending a counter claim.

c) Any dispute relating solely to personal injury.
2. **Contract**

**What is insured:**

Costs to pursue or defend a **legal action** following a breach of a contract **you** have for:

- a) Buying or renting goods or services for **your** private use.
- b) Selling **your** own personal goods.
- c) Buying or selling **your** main home.
- d) Renting **your** main home as a tenant.

**What is not insured:**

**Claims**

- a) Where the breach of contract occurred before **you** purchased this insurance.
- b) Relating to a lease tenancy or licence to use property or land where **you** act as the landlord.
- c) Relating to **your** business, venture for gain, profession or employment.
- d) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
- f) Directly or indirectly arising from constructing buildings or altering their structure, except in relation to disputes where the amount in dispute is less than £5,000 inc. VAT.

3. **Property**

**What is insured:**

Costs to pursue a **legal action**:

- a) For damages against a person or organisation that causes physical damage to **your** main home or **your** personal effects.
- b) For nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home.

**What is not insured:**

**Claims**

- a) The compulsory purchase of, or restrictions or controls placed on property under the order of any government or public or local authority.
- b) Relating to a motor vehicle.
- c) In respect of a contract **you** have entered into.

4. **Personal Injury**

**What is insured:**

Costs to pursue a **legal action** following an event resulting in **your** personal injury or death against the person or organisation directly responsible.

**What is not insured:**

**Claims**

Arising from medical or clinical treatment, advice, assistance or care.
5. Tax

What is insured:

Standard advisers’ costs incurred by an Accountant if you are subject to a formal aspect or full enquiry into your personal tax affairs.

This cover applies only if you have:

a) Maintained proper, complete, truthful and up to date records.

b) Made all returns at the due time.

c) Provided all information that the HM Revenue and Customs reasonably requires.

What is not insured:

Claims

Arising from or relating to:

a) An investigation by the Special Investigation Office or the Special Compliance Office of HM Revenue and Customs.

b) The submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.

c) A tax avoidance scheme.

d) Your business or any venture for gain by you.

6. Legal Defence

What is insured:

Costs

a) in a legal action to defend your legal rights in the following circumstances:

i) Arising out of your work as an employee:

• Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.

• In a prosecution brought against you in a court of criminal jurisdiction.

• In a civil action brought against you as a data controller for compensation under data protection legislation.

• In civil proceedings brought against you under legislation for unlawful discrimination.

ii) Arising out of a motoring prosecution brought against you.

b) To defend your legal rights:

i) In a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.

ii) In a dispute over something left to you in a will.
What is not insured:

Claims

a) Where you are being prosecuted for alleged offences involving:
   i) driving without motor insurance, or a valid licence to drive.
   ii) assault, violence or dishonesty.
   iii) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials.
   iv) illegal immigration.
   v) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering).

b) For parking offences.

7. Absence from work

What is insured:

We will pay up to £100 per day, or part thereof, for the duration you are off work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the adviser, or while attending jury service, less any amount recoverable from the court or tribunal, subject to a maximum payment of £1,000.

General exclusions

1. There is no cover where:
   a) You fail to comply with the Conditions of this section of your insurance policy.
   b) You knew when first buying this insurance that the circumstances leading to a claim under this insurance already existed.
   c) An estimate of advisers’ costs of acting for you is more than the amount in dispute.
   d) Advisers’ Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.

2. There is no cover for:
   a) Claims over loss or damage where that loss or damage is insured under any other insurance.
   b) Claims made by or against your insurance advisor, the insurer, the adviser or us.
   c) Any claim you make which is false or fraudulent or exaggerated.
   d) Defending legal actions arising from anything you did deliberately or recklessly.
   e) Costs if your claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim arising from or relating to:
   a) A dispute between you and someone you live with or have lived with.
   b) Fines, penalties or compensation.
   c) Defamation.
   d) An application for a judicial review.
   e) Defending or pursuing new areas of law or test cases.
   f) Patents, copyright, trademarks, passing off, trade or service marks, registered designs, secrecy and confidential information.
Authorisation

*We* are authorised and regulated by the Financial Conduct Authority. *Our* registration number is 305958.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

*You* can check this on the Financial Services Register by visiting the website [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting the PRA on 0207 601 4878.

**Financial Services Compensation Scheme**

*We* are covered by the Financial Services Compensation Scheme (FSCS). If *we* cannot meet *our* liabilities *you* may be entitled to compensation under the scheme. For further information see [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

**Privacy and Data Protection Notice**

Arc Legal Assistance are committed to protecting and respecting *your* privacy in accordance with the current data protection legislation (“Legislation”). If *you* have any questions concerning *our* use of *your* personal data, please contact The Data Protection Officer, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)
**Home Emergency cover**

(This cover only applies if shown in your Schedule.)

**Introduction**

This policy is provided by Tesco Personal Finance (trading as Tesco Bank) and is underwritten by the UK Branch Inter Partner Assistance SA which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.

Throughout this section of the Policy Booklet certain words and terms in bold have a particular meaning. These are set out in Section C.

This section of the Policy Booklet, together with the Policy Schedule forms a contract of insurance between you and IPA (the insurer). Please read this section carefully so you can make sure you know what is covered under this policy, in return for you paying or agreeing to pay any relevant premium.

If you have any queries, please call the administrator on the customer services number 0345 674 6666 or to make a claim call AXA Assistance (UK) Ltd on 0330 123 1963.

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**A. How do I make a claim?**

**B. Policy coverage**

- Internal plumbing and drainage;
- External drainage;
- Electrical emergency;
- Security;
- Pest;
- Gas central heating breakdown;
- Electrical heating breakdown;
- Oil fired central heating breakdown.

**C. Policy information**

- General definitions;
- General exclusions;
- General conditions;
- Creating access;
- Your contracts;
- Compensation scheme;
- Duration;
- Cancellation;
- The law that applies to this policy.
A. How do I make a claim?

1. If an incident occurs at your property, which is covered by your policy, please call the claims number on 0330 123 1963 and we will arrange for the incident to be dealt with in accordance with the terms and conditions of your policy.

2. Claims must be made by you or a person calling on your behalf. Please call us as soon as you are aware of the incident. We will not be able to cover the costs of any work where the work, or the person carrying out the work, has not been authorised by us in advance.

3. Please have your policy number ready when you call. The engineer may also ask to see your Policy Schedule when he/she arrives at your property.

B. Policy coverage

Internal plumbing and drainage

Cover definitions

Internal plumbing and/or drainage: the water pipework, water storage and above ground waste water drainage systems within your property, including the soil vent pipe(s) for your property.

What is covered

You are covered for emergencies relating to your internal plumbing and/or drainage, which result in total loss of water to your property, total loss of water to your kitchen taps, blocked drainage, leaks or loss of toilet facilities in your property. The engineer will carry out repairs to resolve the immediate incident.

Examples of claims covered:
- Blocked toilet;
- Leaking pipe;
- Leaking soil vent pipe;
- Blocked waste pipe;
- Leaking toilet;
- Leaking internal stop tap;
- A total blockage to all sinks;
- Drain down and isolation of a leaking cold water tank/hot water cylinder.

Claims limit:
- Up to £1,000 per claim;
- No limit to the number of claims.

Alternative accommodation:
- In the event of your property becoming uninhabitable and remaining so because of a covered event, we will contribute up to £200 inc. VAT towards the cost of your (including your pets) accommodation including transport, to be arranged in your local area, on a reimbursement basis.
Internal plumbing and drainage (continued)

What is not covered (see also the General Exclusions)

a) replacement of water tanks/radiators, thermostatic radiator valves or hot water cylinders;
b) replacement of sanitary ware (e.g. basins and toilet bowls);
c) an individual blocked sink;
d) frozen pipes which have not resulted in a leak or permanent blockage;
e) showers including the shower unit, controls, outlet or shower head;
f) domestic appliances and their inlet/outlet pipes;
g) smells and noises from pipework or drains;
h) leaking overflow pipes;
i) any dripping tap which requires repairing;
j) repairs to your external water supply pipe;
k) repairing or replacing instant boiling water taps; or
l) the cost of reinstatement, resulting from trace and access.

Additional Information
For repairs to your underground supply pipe outside your property, your water company may provide this service subject to their terms and conditions and you should refer to them for details. If any loss, damage or expense covered under the Internal Plumbing and Drainage section of your policy is also covered by any other insurance or maintenance contract, you must provide us with full details of the other contract. The underwriter will not pay more than its fair share of any claim, calculated on a proportionate basis based on the amount of cover for the claim under this policy and the amount of cover under any other contract.

Flats and Apartments – If you live in a flat or apartment, cover is only limited to the inside of your flat/apartment which is solely owned by you.

External drainage

Cover Definitions

External drainage: the underground drainage pipes for which you are legally responsible that solely serves your property (i.e. are not shared) that are within your property boundary but that are not beneath or inside any building or outbuilding.

Temporary reinstatement: the re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns. The engineer will advise if any damage is likely to occur.
### What is covered

You are covered for emergencies relating to a total blockage to or collapse of your underground external drainage pipes. The engineer will resolve the immediate problem to leave the drain running clear, this will be by clearing the drain or repairing or replacing the damaged section of waste pipe. This will include temporary reinstatement of any excavations carried out as part of the claim.

<table>
<thead>
<tr>
<th>Examples of claims covered:</th>
<th>Claims limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Total blockage to an external underground drainage pipe; or</td>
<td>• Up to £1,000 per claim;</td>
</tr>
<tr>
<td>• Total collapse of an external underground drainage pipe.</td>
<td>• No limit to the number of claims.</td>
</tr>
</tbody>
</table>

**Alternative accommodation:**
- In the event of your property becoming uninhabitable and remaining so because of a covered event, we will contribute up to £200 inc. VAT towards the cost of your (including your pets) accommodation including transport, to be arranged in your local area, on a reimbursement basis.

### What is not covered (see also the General Exclusions)

- a) drains (sewers) for which you do not have sole responsibility, including the lateral or shared drains/sewers, and drains/sewers that are above ground and/or outside of your property boundary;
- b) frozen pipes which have not resulted in a leak or permanent blockage;
- c) external guttering, rainwater downpipes, rainwater drains and soakaways;
- d) drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc.) at your cost; or
- e) the cost of reinstatement, resulting from trace and access.

### Additional Information

This cover is for repairs to alleviate the immediate problem and to prevent any further immediate damage. We will not cover any additional repair work, for example to prevent the problem from happening again or to restore your external drainage system to an adequate functional standard. For example, a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring, this is not covered.

If any loss, damage or expense covered under the External Drainage section of your policy is also covered by any other insurance or maintenance contract, you must provide us with full details of the other contract. The underwriter will not pay more than its fair share of any claim, calculated on a proportionate basis based on the amount of cover for the claim under this policy and the amount of cover under any other contract.

**Flats and Apartments** – Flats and apartments are not eligible for External Drainage Emergency Cover.
Electrical emergency

Cover Definitions

**Electrical emergency:** failure of the electricity supply affecting all sockets and lighting on one or more electrical circuits within your property.

**Domestic electrical wiring:** the permanent 240 volt electrical supply system within the property, but beyond (and not including) the electricity company’s supply meter, and supplying electrical power including fuse boxes.

What is covered

You are covered for an electrical emergency or breakdown of the domestic electrical wiring that results in the failure of electricity supply affecting all sockets and lighting on one or more electrical circuits, including permanent damage caused by a power cut.

Examples of claims covered:
- Breakdown of fuse box;
- Lost power to circuit; or
- Permanent damage to the domestic electrical wiring caused by a power cut.

Claims limit:
- Up to £1,000 per claim;
- No limit to the number of claims.

Alternative accommodation:
- In the event of your property becoming uninhabitable and remaining so because of a covered event, we will contribute up to £200 inc. VAT towards the cost of your (including your pets) accommodation including transport, to be arranged in your local area on a reimbursement basis.

What is not covered (see also the General Exclusions)

a) any electrical breakdown or failure that does not leave one or more electrical circuits totally without electricity in your property;
b) any temporary power cut to the property that has not caused damage to your electrical supply system within the property;
c) the resetting of circuit breakers which can be reset by you;
d) repairs or replacements of wall sockets, switches and light bulb sockets;
e) all non permanent wiring within your property;
f) any wiring/electrics within and to sheds, greenhouses, detached garages, detached outbuildings and other garden structures;
g) routine electrical maintenance tasks; or
h) any part of your electrical supply system within the property that the approved engineer cannot access or cannot be maintained safely and in line with relevant building regulations; for example:
   - your possessions, such as storage boxes or furniture that prevent the engineer from carrying out any necessary repair; or
   - the original wiring installation did not meet the then current regulation at its time of installation.
Security

Cover Definitions

**Security incident**: an *emergency* relating to external doors or windows which creates an immediate risk to the health or safety of *you* or a *third party*, or leaves *your property* unsecure.

### What is covered

You are covered for *emergencies* relating to the security of *your property*. In the event of a *security incident*, we will protect *your property* from further damage and/or make sure *the property* is secure.

**Examples of claims covered:**

- Boarding up broken glazing in order to make *the property* secure; or
- Repairing or making the *property* secure in the event of damage to external or garage doors that are *your* responsibility.

**Claims limit:**

- Up to £1,000 per claim;
- No limit to the number of claims.

### What is not covered (see also the General Exclusions)

- a) the replacement of locks as a result of theft or loss of keys to *the property*;
- b) loss of keys for any non-permanent structures, greenhouses, sheds or communal/shared areas;
- c) loss of keys if *the property* is secure and not vulnerable to intruders;
- d) *doors (and windows)* which do not secure *the property*, such as internal porch doors, internal doors and internal conservatory doors;
- e) broken glazing to windows that are inaccessible; or
- f) replace a garage door or repair/replacement of the electrical unit powering a garage door.

### Additional Information

**Flats and Apartments** – If *you* live in a flat or apartment, cover is limited to the security of external doors and windows which are solely owned by *you*.
Pest

Cover Definitions

**Pest Infestation**: an infestation of pests at the **property**.

**Pests**: brown or black rats, house or field mice, grey squirrels, wasps and hornets nests in your **property**.

### What is covered

You are covered for **pest infestation emergencies** in your **property**. In the event of a **pest infestation**, we will remove and control the **pest infestation**.

**Examples of claims covered:**
- Pest infestation inside your **property** including an attached garage/outbuilding that are your responsibility; or
- Wasps/hornets nests in the garden.

**Claims limit:**
- Up to £1,000 per claim;
- No limit to the number of claims.

### What is not covered (see also the General Exclusions)

**a)** non covered pests (e.g. ants, cockroaches, bedbugs, fleas, spiders, flies, birds, bees);

**b)** rats and/or mice outside the **property** e.g. non-permanent structures, greenhouses, sheds or communal/shared areas;

**c)** any **pest infestation** where you are not able to confirm to us the type of pest concerned;

**d)** any damage caused by pests; or

**e)** any **pest infestation** where appropriate hygiene measures to prevent a **pest infestation** have been recommended by us previously and you have failed to take those measures.

### Additional Information

**Flats and Apartments** – If you live in a flat or apartment, cover is only limited to the inside of your flat/apartment which is solely owned by you.
Gas central heating breakdown

If you think you have a gas leak (i.e. it is an emergency), you MUST immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

Cover Definitions

**Beyond Economic Repair (BER) (applies to the boiler only):** Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 85% of the manufacturer’s current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be beyond economical repair.

**Domestic gas central heating boiler system (boiler and/or system):** the private domestic gas central heating boiler system, supplying your property, fired by natural gas, with a permissible output of up to 60 kW/hr and the drain down and isolation of leaking water tanks, radiators and hot water cylinders.

### What is covered

<table>
<thead>
<tr>
<th>Examples of claims covered:</th>
<th>Claims limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A breakdown of your boiler and/or system; Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the relevant part or parts of your boiler and/or system.</td>
<td>• Up to £1,000 per claim; • No limit to the number of claims.</td>
</tr>
</tbody>
</table>

- A breakdown of the boiler and/or system;
- Loss of water pressure within the boiler due to a fault with the boiler. The inability to manually switch off your boiler;
- Replace heat exchanger;
- Replace boiler zone valve;
- Repair motorised valves; or
- Drain down and isolate leaking water tanks, radiators and hot water cylinders.

### Additional Information

**Beyond Economical Repair** – If upon making a claim your boiler is deemed to be beyond economic repair, the underwriter will pay an amount towards the cost of a new boiler. If your existing boiler is less than 6 years old we will pay you £250 including VAT.

If your boiler is between 6 and 10 years old we will pay you £100 including VAT. As soon as we declare your boiler beyond economic repair, we will no longer be able to cover your boiler and/or system. Your whole policy will continue without gas central heating breakdown cover.
### What is not covered (see also the General Exclusions)

| a) | repair or replacement of your boiler if this has been deemed to be **beyond economic repair**; |
| b) | replacing the boiler and/or system; |
| c) | repair/replacement of water tanks, radiators, radiator valves and hot water cylinders; |
| d) | immersion heaters, combination cylinders, elson tanks, thermal storage units, (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax), or their controls; |
| e) | separate gas heaters providing hot water; |
| f) | LPG gas; |
| g) | dual-purpose boilers (e.g; AGA, Rayburn); |
| h) | warm air heating system; |
| i) | under floor heating; |
| j) | fan convector heating; |
| k) | heated towel rails; |
| l) | combined heat and power systems; |
| m) | sludge/scale/rust within the boiler and/or system or damage caused by any other chemical composition of the water; |
| n) | any other gas appliance (with the exception of gas fires forming part of a back boiler); |
| o) | a **breakdown** when an **engineer** has previously identified that remedial/maintenance work is required to prevent a future **breakdown**; |
| p) | any part of the boiler and/or system which is not possible for the **engineer** to work on safely; |
| q) | parts of the boiler and/or system where it is impossible or impractical to **access** because of its position such as the boiler is inaccessible due to the installation of fitted units; |
| r) | frozen pipes within the system which have not resulted in a leak or permanent blockage; |
| s) | boilers which are still working, but **you** suspect may be about to **breakdown** (such as a noise has developed); |
| t) | adjustment of timing and temperature controls; |
| u) | venting of radiators; |
| v) | intermittent faults, or faults which do not result in the total failure of the boiler, hot water or heating system; |
| w) | any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers’ instructions; |
| x) | flues, except balanced flues which are integral to the boiler; or |
| y) | the cost of **reinstatement**, resulting from **trace** and **access**. |
Electrical heating breakdown

Cover Definitions

**Domestic electrical storage/panel heater (heater):** Storage heaters/panel heaters that are secured to the wall and permanently wired in and which are permanently sourced by the mains electricity supply. This includes convection storage heaters, storage heaters incorporating fans and combination storage/panel heaters. It also includes the electrical supply circuit supplying power only to storage heaters/panel heaters.

### What is covered

In the event of a **breakdown** of your heater we will repair or replace the part(s) of your heater or replace the heater.

**Examples of claims covered:**

- Repair/replace thermostat;
- Repair/replace heating element;
- Repair/replace heater;
- Repair/replace thermal link; or
- Repair/replace permanent wiring to the storage/panel heaters.

**Claims limit:**

- Up to £1,000 per claim;
- No limit to the number of claims.

### What is not covered (see also the General Exclusions)

- **a)** domestic electrical appliances;
- **b)** any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smartheat systems, wet systems and underfloor heating;
- **c)** heated towel rails, infra red heaters, electric fires, skirting or kickspace floor heaters;
- **d)** air conditioning units;
- **e)** immersion heaters;
- **f)** cosmetic damage to the casing of domestic electrical storage/panel heaters or timer switches;
- **g)** failure or **breakdown** of timers for domestic electrical storage/panel heaters where there is a manual override facility;
- **h)** the resetting of circuit breakers which can be reset by **you**; or
- **i)** any adjustment required to the temperature controls of heaters or Economy 7 switches.
Oil fired heating breakdown

Cover Definitions

**Beyond Economic Repair (BER) (applies to the boiler only):** Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 85% of the manufacturer’s current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be beyond economical repair.

**Oil Fired Central Heating boiler system (boiler and/or system):** The private oil central heating boiler, supplying your property, fired by oil, with a permissible output of your boiler is 73.3kw/h and the drain down and isolation of leaking radiators.

**Heat Exchanger:** A tubular or finned container that the hot gasses from the combusted oil pass through and heat the water within.

**Water Jacket:** A double skinned metal container that forms the combustion chamber that absorbs the heat from the burning oil and transfers it to the water within.

### What is covered

A breakdown of the boiler and/or system. Claims will be dealt with by an AXA Assistance (UK) Ltd approved oil engineer who will repair or replace the relevant part or parts of your central heating system.

<table>
<thead>
<tr>
<th>Examples of claims covered:</th>
<th>Claims limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• A breakdown of the boiler and/or system;</td>
<td>• Up to £1,000 per claim;</td>
</tr>
<tr>
<td>• Loss of water pressure within the boiler due to a fault with a boiler;</td>
<td>• No limit to the number of claims.</td>
</tr>
<tr>
<td>• Drain down and isolate radiators;</td>
<td></td>
</tr>
<tr>
<td>• Repair or replacement of fire safety valves; or</td>
<td></td>
</tr>
<tr>
<td>• Repair or replacement of motorised valves.</td>
<td></td>
</tr>
</tbody>
</table>

### Additional Information

**Beyond Economical Repair** – If upon making a claim your boiler is deemed to be beyond economic repair, the underwriter will pay an amount towards the cost of a new boiler. If your existing boiler is less than 6 years old we will pay you £250 including VAT. If your boiler is between 6 and 10 years old we will pay you £100 including VAT. As soon as we declare your boiler beyond economic repair, we will no longer be able to cover your central heating system. Your whole policy will continue without oil fired central heating cover.
What is not covered (see also the General Exclusions)

a) repair or replacement of your boiler if this has been deemed to be beyond economic repair;
b) other appliances such as cookers and fires;
c) repair or replacement of water tanks, radiators, radiator valves, and water cylinders;
d) cosmetic damage;
e) any breakdown, fault, damage or destruction caused by the boiler and/or system being allowed to run out of oil or by the use of unsuitable fuel;
f) boilers which are still working but you suspect maybe about to breakdown (such as a noise has developed);
g) any losses caused by any delays caused by our suppliers or their agents in obtaining spare parts that are not immediately available;
h) any costs for the repair of the boiler covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
i) any part of the boiler and/or system (including pipes and ducts) which are too difficult to access safely, or are impossible or impractical to maintain because of their position;
j) any routine maintenance, cleaning and servicing;
k) the repair or replacement of convector heaters, towel rails, separate heaters providing hot water and dual purpose boilers e.g. Aga’s and Rayburn’s;
l) the replacement of the expansion tank;
m) plastic and metal oil tanks and their associated pipework and contents;
n) repair or replacement of the water jacket or heat exchanger;
o) flues, except balanced flues which are integral to the boiler;
p) any component which covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
q) damage being caused by hard water/sludge/scale/rust within the boiler and/or system;
r) the de-scaling of central heating pipes, adjustment to the timing and temperature controls of the boiler and/or system, venting (bleeding) of radiators, the addition of corrosion inhibitors;
s) any item not forming part of the boiler and/or system e.g. water pumps installed separately;
t) intermittent faults, or faults which do not result in the total failure of the boiler, hot water or heating system;
u) any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers’ instructions; or
v) a breakdown when an engineer has previously identified that remedial/maintenance work is required to prevent a future breakdown.
C. Policy information

General Definitions

Certain words within these terms and conditions have a particular meaning, as shown below. Each time we use these words they will have the same meaning wherever they are used in your policy:

**Access:** Gaining the necessary access to resolve the emergency.

**Administrator:** Tesco Personal Finance plc (trading as Tesco Bank), 2 South Gyle Crescent, Edinburgh EH12 9FQ. Customer Service Line: 0345 674 6666

**AXA Assistance (UK) Ltd:** The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, United Kingdom. **AXA Assistance (UK) Ltd** is the claims handler and is responsible for appointing the authorised repairer or contractor.

**Breakdown:** a sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

**Beyond Economic Repair:** Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by us using reputable suppliers. If this cost exceeds 85% of the manufacturer’s current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to your boiler or the then current version of your boiler, it will be deemed to be beyond economical repair.

**Claims limit:** the maximum amount that the underwriter will pay for each claim as set out in the relevant policy coverage section of this policy. Any claims limit referred to in this policy includes the cost of call-out, labour, materials and VAT, as applicable.

**Emergency/ies:** A sudden and unforeseen incident in your property which immediately;
- exposes you or a third party to a risk to health or;
- creates a risk of loss or damage to your property and/or any of your contents or;
- makes your property uninhabitable.

**Engineer(s):** the person(s) employed and/or authorised by **AXA Assistance (UK) Ltd** to deal with your incident.

**FCA:** Financial Conduct Authority.

**Policy Schedule:** Your Tesco Bank Home Insurance policy schedule, which should be read in conjunction with these terms and conditions.

**Property:** the house or flat shown on your Policy Schedule, its integral (built-in) garages, all used for domestic purposes only, in the United Kingdom. The extent of your property will be that which is wholly within your control and you are wholly responsible for. It does not include detached garages, sheds, greenhouses and other buildings.

**Reinstatement:** Making good any damage caused to the fabric of your property as a result of trace and access.

**Trace:** Identifying and locating the source of the emergency.

**Underwriter:** This policy is provided by Tesco Personal Finance (trading as Tesco Bank) and is underwritten by Inter Partner Assistance SA UK Branch which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.
**We/us/our**: Inter Partner Assistance SA, UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR and/or its service provider **AXA Assistance (UK) Ltd**, of the same address. **AXA Assistance (UK) Ltd** will arrange for **you** to receive the Home Emergency services described in this policy using authorised contractors.

**You/your**: the person(s) who has the benefit of this policy.

**General Exclusions**

The following are also excluded from cover and therefore the **underwriter** will not be liable for any of the following:

a) any item not forming part of **your** policy coverage as detailed in ‘What is Covered?’;

b) any event, loss or damage arising from circumstances known to **you** before **your** policy start date;

c) any costs/activities in excess of the **claims limit** or any other limit specified in ‘What is Covered?’. **You** are responsible for agreeing and settling these costs directly with the **engineer**;

d) any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this policy other than those direct costs expressly covered by this policy, unless caused by **our** negligence or that of **our** agents and suppliers, including the failure to search all of **our** stockists for a spare part;

e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer’s instructions; or that are subject to a manufacturer’s recall;

f) any replacement or permanent repair of an item where the defect or failing is covered under warranty. The emergency or temporary repair will still be carried out where possible;

g) instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines;

h) Any defect, damage or failure caused by:

   i) modification or attempted repair to all or any part of **your property** by **you** or your own contractor which results in damage to that or another part of **your property**;

   ii) **your**, or **your** contractor’s failure to comply with recognised industry standards;

   iii) **your**, or **your** contractor’s malicious or wilful action, misuse or negligence; or

   iv) failure to follow remedial advice from **our engineer**.

i) the costs of any work carried out by **you** or persons not authorised by us in advance;

j) any parts not supplied by us. **Our engineer** is able to fit suitable alternative parts supplied by **you** at the time of the visit (so long as it is covered within the claim and policy coverage);

k) normal day-to-day maintenance of the items covered by **your** policy at **your property**, for which **you** are responsible;

l) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
m) any loss in the event of damage occurring where the property has remained unoccupied for 60 or more consecutive days;

n) any loss arising from subsidence, heave of the site or landslip caused by:
   – bedding down of new structures;
   – demolition or structural repairs or alterations to the property;
   – faulty workmanship or the use of defective materials;
   – river or coastal erosion;

o) any loss or damage arising as a consequence of:
   – war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not),
     civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
   – ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear
     waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous
     properties of any explosive nuclear assembly or its nuclear component;
   – any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake,
     impact or other extraneous causes, unless the consequences of any of these are expressly stated
     to be included elsewhere;

p) unless specifically mentioned under ‘What is covered?’, loss, damage or indirect costs arising
   as a result of disconnection from or interruption to the gas, electricity or water mains services to
   the property, for example a power cut to your neighbourhood;

q) any investigative work, where the incident which caused you to claim has already
   been resolved;

r) The following are not covered;
   i) pumps including; sewerage pumps, drainage pumps, shower pumps, any associated
      electrics or valves;
   ii) water softeners;
   iii) waste disposal units, macerators;
   iv) cesspits, septic tanks and any outflow pipes;
   v) vacuum drainage systems;
   vi) swimming pools or decorative features including ponds, fountains and any associated
      pipes, valves or pumps;
   vii) ground, air and water source heat pump systems;
   viii) power generation systems and their associated pipework, pumps, panels and controls
        including: solar panels and/or wind turbines; combined heat and power systems (systems
        that generate electricity and heat at the same time); or
   ix) repairing or replacing a faulty or non-functional smart device. You should contact your
       chosen smart device installer.

s) the cost of reinstatement, resulting from trace and access;

t) where Health and Safety regulations, adverse weather, or a risk assessment that has been
   carried out, prevent our engineers being able to attend to the emergency or carry out work in
   your property;
we will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Conditions

Creating access
Upon arrival at your property, the engineer will locate the source of the incident. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the engineer will need to create access. If you want our engineer to do this, you will be asked to confirm it in writing while the engineer is at your property. Unless stated in the ‘What is Covered?’ sub-sections of the Policy Coverage section, this policy does not provide you with cover for any damage which may be caused to the property, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of our engineer’s negligence). If you do not want our engineer to create access, we will be unable to progress your claim until you have arranged for access to be made.

Your contracts

Your contract with the insurer
You must co-operate with IPA in obtaining reimbursement of any costs they incur under the terms of this cover, which may have been caused by the action of a third party, against whom you have a legal right of action.

Financial Services Compensation Scheme
Inter Partner Assistance SA UK Branch and AXA Assistance (UK) Ltd are covered by the Financial Services Compensation Scheme (FSCS). If Inter Partner Assistance SA or AXA Assistance (UK) Ltd cannot meet their obligations you may be entitled to compensation under the scheme. For further information see www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

Duration
This cover will continue for the period specified on your Policy Schedule. You have certain rights to cancel the policy, and these are set out below.

Cancellation
You have a 14 day cooling-off period from the receipt of your policy booklet to cancel cover. To exercise your right to cancel during the cooling-off period please contact the administrator, who will also arrange a refund of your premium provided you have not already made a claim under your policy.
If you cancel your policy after 14 days, the administrator will refund any premium paid for the remaining period of insurance, as long as no claims have been made in the current period of insurance.
We or the administrator can cancel this insurance at any time, for a valid reason or if there are serious grounds to do so, by giving you seven days' written notice to your last known address. Examples of valid reasons or serious grounds may include, but are not limited to:

- Non payment of premium (including missed direct debit payments) that is not resolved following the issuing of reminders;
- Failing to comply with the policy conditions, as outlined in the policy booklet;
- Failing to cooperate and/or provide the necessary information required to enable us, or the administrator, to administer your policy, claim or investigate fraud; or
- If you refuse to allow us reasonable access to your property in order to provide the services you have asked for under this policy or if you fail to co-operate with our agents, representatives or authorised contractors.

We or the administrator may cancel this policy with immediate effect if:

- You make or try to make a fraudulent claim under your policy (in which case we will send you notice of cancellation and your policy will be cancelled from the date of the fraudulent act);
- You are abusive or threatening towards our staff; or
- You repeatedly or seriously break the terms of this policy.

We will continue to honour any claims made before cancellation. If we or the administrator do cancel this insurance you will receive a refund of a proportion of the premium for the rest of the period of insurance. We reserve the right to refuse renewal of any individual policy.

The Law that Applies to this Policy

This agreement is governed by the laws of England and Wales. All correspondence will be communicated in English for the duration of your policy.

What to do if you have a complaint?

If you have a complaint about your Home Emergency Cover or service you can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone 01737 815913 or email: homeemergencycomplaints@axa-assistance.co.uk

If you are not satisfied with our final decision regarding your complaint or you have not received our final decision within eight weeks, you can write to:

Financial Ombudsman Service
Exchange Tower, London E14 9SR

Email: complaint.info@financialombudsman.org.uk

Following the complaints procedure does not affect your legal rights.

Details on how to take your complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr which has been set up by the EU Commission.
What to do if you have a complaint

In this complaints section we, us and our, mean the administrator as specified in this policy booklet, as well as the insurers named in your current schedule and any holding companies, subsidiaries or linked companies.

If you have experienced a problem in relation to your Tesco Bank Home Insurance policy, we will aim to resolve it as quickly and fairly as possible. We have the following complaints procedure which you can follow if you are dissatisfied with the service you have received.

Step 1: Let us know
If you have a complaint about your policy:
• telephone Tesco Bank on 0345 674 6666; or
• write to Tesco Bank at the address shown below: Freepost RSJB-RYLK-JKUX
  Tesco Bank Complaints
  P. O. Box 277
  Newcastle Upon Tyne
  NE12 2BU

If you have a complaint about your claim:
• contact your Claim Handler first. You will find their details on any letters they have sent to you; or
• write to the Claims Manager who will ensure that the matter is dealt with at a senior level. The address can be found on any letters that you have received.

Where possible we will always aim to resolve your complaint when you first contact us, however, some complaints may take longer to resolve. If for any reason you remain dissatisfied with our written response or you have not received a final response letter within eight weeks, you may escalate the matter as outlined in Step 2.

Step 2: Contact the Financial Ombudsman Service
If you are not satisfied with our final decision regarding your complaint or you have not received our final decision within eight weeks, you can write to:
  Financial Ombudsman Service
  Exchange Tower
  London
  E14 9SR

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect your legal rights.

Online Dispute Resolution (ODR)
If you purchased your policy with us online you may also be eligible to complain using the ODR service. Further information on ODR can be obtained at http://ec.europa.eu/odr or on the “Make a complaint” section of the Tesco Bank website. Please note that using the ODR service will not mean that your complaint is resolved more quickly than if you complain to us directly.
For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.

Tesco Bank Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and are underwritten by a select range of insurers. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We could help you save on other insurance

**Car Insurance**
0345 301 0731
Lines are open Mon–Fri 8am–9pm
Sat and Sun 9am–5pm

**Pet Insurance**
0345 078 3801
Lines are open Mon–Fri 8am–8pm
Sat 9am–5pm and Sun 10am–5pm

If you have difficulties with your hearing or speech, contact us by Typetalk by adding 18001 to the start of any of the numbers above.

Tesco Bank Car Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Pet Insurance is arranged, administered and underwritten by Royal & Sun Alliance Insurance plc.

For further information: [tescobank.com](http://tescobank.com)