

Home Insurance

Policy Booklet

Inside you'll find full details
of your Finest Home Insurance

Contents

Page

Welcome to your Tesco Finest Home Insurance Policy	2
If you need to make a claim	3
Handy phone numbers	4
Bright Ideas	5-8
The contract of insurance	9
Policy conditions	10-12
Meanings of words	13-15
Section 1 – Buildings cover	16-25
Basis of settling your buildings claims	26
Section 2 – Contents cover	27-43
Basis of settling your contents claims	44
Policy exclusions that apply to all sections of cover	45
Financial Services Compensation Scheme	45
Tesco Legal Guard	46-60
Home Emergency	61-71
Concierge service	72-73
Tesco Identity Protection Service	74-77
Data Protection Notice	78-80
What to do if you have a complaint	81-82

Welcome to your Tesco Finest Home Insurance Policy

Thank you for choosing Tesco Home Insurance. Tesco 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 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' starting on page 13.

If you need to make a claim

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**.

Call the 24-hour UK-based claims line highlighted on **your Schedule**. It will be useful if **you** have **your** policy number.

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

- arrange for repairs to be carried out in a timely manner
- 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.

You should read this Policy Booklet for information on what is and is not covered and **your Schedule** for details of any **excesses** and limits that may apply.

Handy phone numbers

If **you** have any questions or would like to make a change to **your** policy, please do not hesitate to call the Customer Services Line below. After all, **we** are here to help **you**.

Customer
Services Line

0845 674 6666

Lines are open: Monday to Friday 8am-9pm, Saturday 9am-5pm
and Sunday 10am-5pm

Household
Emergency
Helpline

0845 155 2370

Lines are open 24 hours.

Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

Bright Ideas

Look out for bright ideas from Tesco Bank which aim to help you make your home more secure and protect your belongings. References will be made to this section at relevant points in your Policy Booklet. Please note these are helpful tips and do not form part of your policy.

Minimising flood impact

No one wants to think about the possibility of flooding, however, there are things that you can try to do to protect your home and possessions and limit any damage.

- Listen to local radio and TV for severe weather warnings.
- The Environment Agency has a flood line service available throughout the UK.
- If your area is at risk of flooding, or you would like information on what to do in the event of a flood, call the Environment Agency on 0845 988 1188 or go online at www.environment-agency.gov.uk.
- Should your area be given a warning, where possible, try to move as much furniture and items as possible to a higher level. Lift furnishings off the ground.
- Placing sandbags by external doors could reduce the flow of water into the property.

Preventing frozen pipes

Un-insulated pipes exposed to freezing temperatures can cause water to freeze and expand inside them. This can result in burst pipes and leaking once the water thaws.

- Make sure tanks and pipes especially within the loft are in good condition and well insulated.
- If going away during the winter months, maintain central heating at a moderate level.
- In the event of a burst pipe, turn off the stop clock (usually found underneath the sink, below the stairs or the cellar).

Maintaining your home

A regular home check is a great way to keep on top of maintenance, minimise wear and tear and prevent installation breakdowns.

- Check guttering and drainage for signs of blockages. Use a cover over drains to keep out leaves etc.
- Clear vegetation at least annually.
- Check the outside of your home for any essential work – ensure roofs and walls are in good order, check exterior paintwork, pointing, fences etc. Check for dry and wet rot.

- Get an engineer who is on the Gas Safe Register to inspect gas installations annually or in accordance with the manufacturer's guidelines.
- Get electrical installations in the home checked every 10-15 years.

Taking simple fire safety measures

The most common cause of fire in the home is cooking. Many fires could be prevented by following a few simple steps.

- Never leave pans or candles unattended.
- Keep portable heating or cooking appliances away from furnishings and other flammable items.
- Don't overload electrical sockets.
- When frying, don't over-fill the pan with oil or fat. If it overheats turn the heat supply off and place a lid or wet towel over the pan and leave to cool. Never pour water directly onto a chip pan fire.
- Install a smoke alarm and a carbon monoxide detector. Check batteries once a month and change every year (or as per the manufacturer's guidelines). For added peace of mind you could have a fire extinguisher and blanket in the house.
- Visit www.firekills.direct.gov.uk for more advice.

Making your home more secure

Basic security measures, such as door and window security, interior light timers and sensor lights can help prevent burglaries.

- We recommend that your final exit doors should be fitted with at least a 5 lever mortice deadlock and all accessible windows should have key operated window locks.
- Intruder alarms can act as a deterrent to burglars. They also alert neighbours that there may be intruders on your property. If you are considering installing or upgrading an alarm we would recommend that you take advice from a professional alarm installer or your local crime prevention officer. Security lighting can also act as a deterrent for burglars.
- When nobody is in your home, lock all outside doors and windows that can be reached easily. Outside, always make sure you put tools away and lock garden gates, sheds and garages.

Securing your outbuildings and garages

Outbuildings are prime targets for thieves as they are often more easily accessible.

- Reduce the theft risk by fitting locks on doors and windows.
- Putting up blinds to windows can also help to hide items from view.

- Lock portable items such as lawnmowers and power tools, and place tools and electrical equipment in containers.
- Don't leave ladders and tools outside as they can be used to access the house.

Keeping your valuables safe

High value items, such as jewellery, silverware or works of art and some electrical equipment, are a target for thieves, especially if they are portable.

- Keep valuables out of sight where possible, particularly when the property is empty.
- If you have expensive/valuable jewellery consider storing them in a safe or even in a bank safe deposit.
- Don't leave car keys in a visible or obvious place by the door, as burglars can get away with more items in your car!
- Compile a photographic/video record of all valuables within the home and store this securely. Retain all receipts, valuations, instruction booklets and manuals.
- Security mark your valuables with your name, postcode and house number. If you are burgled, it'll be easier to identify and recover your possessions and it can help when you make a claim.

Protecting your home while you are away

An empty home is an obvious target for thieves, and a higher risk for damage going unnoticed.

- Ask friends, family or neighbours to call in regularly to check the property and if possible remove mail from the letterbox and close curtains at the end of each day.
- Use light time switches.
- Keep valuable items out of sight and away from windows.
- Turn off your water supply if it not required for heating.

Help with flood or storm damage claims

If your home is affected by a flood or storm, we can help manage the consequences.

- Inform us as soon as possible of any damage.
- Don't use gas or electric services until they have been professionally checked.
- Don't throw away damaged items. Store them in a dry place as they could help support your claim. We'll be able to tell you what items you need to keep.

More bright ideas

If you would like more information about ways to protect your home and the things in it, try some of these websites.

www.neighbourhoodwatch.net

Building secure confident neighbourhoods, why not read up on setting up your own Neighbourhood Watch scheme?

www.environment-agency.gov.uk

Find out how you can make your environment a better place – for you, and for future generations.

www.gassaferegister.co.uk

The Gas Safe Register has replaced CORGI in Great Britain and the Isle of Man. By law, anyone carrying out work on gas installations and appliances in your home must be on the Gas Safe Register.

www.crimereduction.gov.uk

Providing information and resources for people working to reduce crime in their local area.

The contract of insurance

This policy together with the **Schedule** and **Statement of Fact** form a 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 **excesses** that apply if **you** make a claim.

In return for **you** paying the premium or agreeing to pay the premium, **we** will provide cover, under the terms and conditions of this policy and the **Schedule** 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.

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, all premiums that **you** have paid will be retained and all premiums due to be paid will still be collected. 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 **our** Customer Services Line immediately if **you** are in any doubt that **your** policy details are not 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 they give **you** the cover **you** want.

Thank you for choosing the Tesco Finest Home Insurance Policy.

Policy conditions

1 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 this period of time, **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 by sending **you** 7 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.

We will cancel the policy with immediate effect if any claim or part of any claim is made fraudulently or falsely.

2 Changes you must tell us about

You must tell **us** about any change that could affect this policy. Please remember that if **you** do not tell **us** about changes, **we** may refuse to pay any claim under this policy or only pay part of a claim.

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, all premiums that **you** have paid will be retained and all premiums due to be paid will still be collected. 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 **our** Customer Services Line immediately if **you** are in any doubt that **your** policy details are not correct to ensure that **you**, and any other individual covered by **your** policy, continue to have the full protection of **your** policy. Some examples are as follows – however please refer to **your Statement of Fact** or **Schedule** for the full list:

- change of address
- change of occupation
- increase in the value of **your contents, valuables or jewellery**
- increases in the amount it will cost to rebuild **your home**
- **your home** becoming **unoccupied**
- **you** plan to rent out **your home**
- planned extension, alteration or renovations
- **you** or any person usually living with **you** has any criminal convictions, declared bankrupt and County Court judgements

3 Preventing loss

You must take all reasonable steps to:

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

Please refer to Bright Ideas on pages 5, 6, 7 and 8 for some helpful hints.

4 How to make a claim

Buildings and/or Contents

You must do the following as soon as reasonably possible if **you** need to make a claim:

- Call the claims number noted on **your Schedule** to report the **incident**.
- Take reasonable action to protect the property from further loss or damage.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Do all that **you** can to get back any property which has been lost.
- Tell the police within 24 hours if any property has been lost outside the **home** or if **you** suspect a loss involves theft, malicious damage or riot.
- Co-operate with **us** fully, providing such assistance as may be required in relation to the claim.
- Not incur any costs without **our** agreement before any work commences.
- Report the loss or theft of **money** to the local police within 24 hours of discovering it has been lost or stolen.
- Report the loss or theft of any **credit card** to the local police and credit card company within 24 hours of discovering it has been lost or stolen.

Except with **our** written consent **you** must not:

- Admit or deny responsibility for any **incident**; or
- Negotiate or settle any claims made against **you** by anyone else; or
- Throw away, get rid of or destroy any items that are damaged until **we** agree.

Once **you** have made a claim under this policy **we** will have the right to negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**.

We can also take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this policy. **We** will aim to answer all correspondence within five working days of receiving it.

5 Other insurance policies

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

6 Fraudulent claims

If any claim or part of any claim is made fraudulently or falsely the policy shall be cancelled with immediate effect and **we** will not provide cover for any fraudulent claim.

7 Automatic Renewal

When **your** policy is due for renewal, the **administrator** may offer to renew it for **you** automatically. This saves **you** the worry of remembering to renew before the policy ends. If the **administrator** does offer to do this for **you**, they will write to **you** before **your** policy ends with full details of **your** next year's premium and policy conditions. If **you** do not want to renew the policy, all **you** need to do is call the Customer Services Line to let the **administrator** know.

8 Inflation Protection at renewal

Buildings

Your maximum claim limit may be adjusted in line with the House Rebuild Cost Index prepared by the Royal Institute of Chartered Surveyors or another recognised index on **your** renewal date. If the **maximum claim limit** changes, **your** renewal premium will be based on the **maximum claim limit** shown on **your** renewal notice. **We** will not reduce **your maximum claim limit** if an index value reduces, unless **you** ask **us** to.

Contents

Your maximum claim limit may be adjusted in line with the Consumer Durables Index of the Retail Price Index or another recognised index on **your** renewal date. If the **maximum claim limit** changes, **your** renewal premium will be based on the **maximum claim limit** shown in **your** renewal notice. **We** will not reduce **your maximum claim limit** if an index value is reduced, unless **you** ask **us** to.

9 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.

10 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.

11 No claims discount

If **you** have not made a claim during the **period of insurance** immediately before **you** renew **your** policy **we** will include any available discount in **your** renewal premium. **You** may not transfer this discount to any other person. If a claim is made during a **period of insurance** the discount will be reduced in accordance with **our** then current scale.

Meanings of words

Certain words in this policy are printed in bold. These words have particular meanings which are shown below.

Accidental damage	Sudden, unexpected and visible damage which has not been caused deliberately.
Administrator	Tesco Personal Finance plc (trading as Tesco Bank) Interpoint Building 22 Haymarket Yards Edinburgh EH12 5BH
Bedroom	A room used as or originally built to be a bedroom .
Buildings	The main building and any other permanent structure within the boundary of your home including the following: <ul style="list-style-type: none"> • fixtures and fittings (including landlord's fixtures and fittings) • sheds, 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 or Jacuzzis • 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
Business equipment	Computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones or personal digital assistants) and office furniture related to you or your family's occupation (whether engaged in a full time or part-time basis).
Computer viruses	A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.

Contents	Household goods, valuables , business equipment , money , credit cards , personal possessions , aerials and satellite dishes you , your family or visitors own or are legally responsible for including: <ul style="list-style-type: none"> • domestic garden machinery that does not have to be licensed • wheelchairs • registered disabled person's buggies that are not licensed for road use • electrically or mechanically propelled toys and models that are not licensed for road use • golf trolleys which are controlled by someone on foot but excluding: <ul style="list-style-type: none"> • motorised vehicles (apart from those already mentioned) • aircraft including gliders, hang-gliders and microlights • caravans • trailers • water craft and hovercraft • parts and accessories in or attached to caravans, trailers, boats or motor vehicles • any living creature • permanently fitted interior decorations • property held or used for any profession, business or employment other than business equipment.
Credit cards	Credit cards , cheque cards, charge cards, debit cards, cash cards and store cards, but not cards held for business purposes.
Excess	The amount you must pay towards any claim.
Family	Your husband, wife, civil partner, children, foster children and any other person who permanently lives with you , but not lodgers or any other paying guests.
Heave	The upward or sideways movement of the site on which your buildings are situated caused by swelling of the ground.
Home	The property at the address stated in the Schedule , used by you for domestic and home working purposes only.
Home working	Any administrative, clerical or child minding work carried out by you at the home or in any of the buildings as part of your job. Any administrative or clerical work must not involve customers or suppliers calling at the home or the storage of trade goods at the home .
Incident	Any event that might lead to a claim.
Landslip	Sudden movement of soil or rocks on a slope or gradual creep of a slope over a period of time.
Main building	The house, bungalow, flat or maisonette which is situated at the home and in which you or your family live.
Maximum claim limit	The most we will pay for any one claim under any section (or its extension) as shown in the Schedule . If the limits shown in your Schedule are not enough, please contact the administrator .

Money	Cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection), National Savings Stamps, National Savings certificates, share certificates, premium bonds, luncheon vouchers, traveller's cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not items used for business purposes.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in the Schedule .
Personal possessions	Items normally worn, used or carried by you or your family in daily life, but not money , credit cards , mobile phones, pedal cycles or items held or used for business purposes.
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
Statement of Fact	The Statement of Fact contains information you gave us . This includes information given on your behalf.
Schedule	The document that shows: <ul style="list-style-type: none"> • your name and address; • the period of insurance; • the sections of this Policy Booklet that apply; • the excesses which apply; • the premium you must pay; • the home that is insured; • the maximum claim limits, and • details of any extensions or endorsements to your cover. <p>We issue a Schedule with each new contract of insurance, when you renew the policy and when we change the policy cover.</p>
Specified items	Items that have been individually identified to us and are shown in your Schedule .
Subsidence	Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves.
Unoccupied	Not lived in or not intended to be lived in for more than 60 days in a row.
Unfurnished	Does not have enough furniture in it for normal living purposes.
Valuables	Jewellery, watches, furs, items made from gold, silver and other precious metals, works of art and collector's items, collections of stamps, coins or medals, precious stones, photographic equipment, binoculars, telescopes, musical instruments, guns. We treat pairs or sets of items as one item.
We, our, us	The authorised Insurer or Lloyd's syndicate shown on the current Schedule .
You, your	The person or people named as the Policyholder in the Schedule .

Section 1 – Buildings cover

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>Your buildings are covered for loss or damage arising as a result of the insured causes listed below. The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for Buildings.</p>	<p>Loss or damage to any of the following unless we agree otherwise in writing:</p> <ol style="list-style-type: none"> 1 Any structure which is not on a permanent foundation or base; 2 Tree houses; 3 Inflatable structures of any kind; 4 Any structure which is made of canvas, PVC or any other non-rigid material, and structures that are open on one or more sides unless defined under Buildings; or 5 Any structure not within the boundary of the home. <p>The total excess shown in the Schedule for every claim.</p> <p>The excess for cause 9 subsidence heave or landslip is reduced to £100 if the main building was built within the last 10 years.</p> <p>Any amount above the amount shown in the Schedule.</p>
1 Fire, lightning, explosion or earthquake. (Please refer to Bright Ideas on page 6.)	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.	3 Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
<p>4 Collision with the buildings by the following:</p> <ul style="list-style-type: none"> trains, trams or other vehicles; aircraft or other flying objects or anything dropped from them; animals, birds or insects; telegraph poles and lamp posts; falling branches or trees; fireworks; or falling satellite dishes, masts or aerials. 	<p>4 Loss or damage caused by domestic animals or pets.</p> <p>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.</p> <p>Damage caused by cutting down all or part of a tree.</p> <p>Loss or damage to aerials, aerial fittings, satellite dishes or masts.</p>
<p>5 Storm or flood. (Please refer to Bright Ideas on pages 5 and 7.)</p>	<p>5 Loss or damage:</p> <ul style="list-style-type: none"> to gates, hedges or fences; that does not arise from one identifiable event which directly and immediately caused the loss or damage; or caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
<p>6 Theft or attempted theft. (Please refer to Bright Ideas on pages 6 and 7.)</p>	<p>6 Theft or attempted theft:</p> <ul style="list-style-type: none"> by you or any member of your family; when your home is occupied by someone who is not a member of your family unless force is used to get into your home; or when your home is unoccupied or unfurnished.
<p>7 Vandalism or malicious acts.</p>	<p>7 Vandalism or malicious acts caused:</p> <ul style="list-style-type: none"> by you or any member of your family; when your home is occupied by someone who is not a member of your family unless force is used to get into your home; or when your home is unoccupied or unfurnished.

What is covered	What is not covered*
<p>8 Water or oil escaping from any fixed domestic water or heating installation, including underground drains and pipes or from any domestic appliance.</p>	<p>8 Loss or damage:</p> <ul style="list-style-type: none"> when the home is unoccupied or unfurnished; that happens gradually over a period of time; that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
<p>9 Subsidence or ground heave of the site on which the buildings stand, or landslip.</p>	<p>9 Loss or damage:</p> <ul style="list-style-type: none"> to the buildings or their foundations by settlement; unless the settlement is caused by subsidence of the site on which the buildings stand; to the buildings or their foundations because the materials they are built from shrink or expand; caused by the sea or river wearing away the land; caused by faulty workmanship, faulty materials or faulty design; caused by the buildings being demolished, altered or having structural repairs carried out; 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 cause;

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
	<ul style="list-style-type: none"> 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 cause; or for which compensation is provided by legislation or contract.
<p>10 Plumbing Installation.</p> <p>We will pay for damage to any part of the plumbing installation in the buildings caused by freezing or bursting.</p>	<p>10 Loss or damage:</p> <ul style="list-style-type: none"> caused by rust, corrosion or wear and tear; caused when your home is unoccupied or unfurnished; or caused by faulty workmanship. <p>Plumbing that is outside or in a shed or greenhouse.</p>
<p>11 Service pipes and cables.</p> <p>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.</p>	<p>11 Natural failure, wear and tear of drains.</p> <p>Loss or damage caused by faulty workmanship, faulty materials or faulty design.</p>
<p>12 Glass and sanitary ware permanently fitted to your home.</p> <p>We will pay for accidental breakage to:</p> <ul style="list-style-type: none"> fixed glass in windows, doors and roofs; fixed ceramic hobs; fixed sanitary fittings in your home; and solar panels. 	<p>12 Loss or damage caused by scratching or denting.</p> <p>Damage caused when your home is unoccupied or unfurnished.</p> <p>Damage to window or door frames.</p> <p>Damage caused by any paying guest or tenant.</p> <p>The cost of replacing undamaged items.</p>

What is covered	What is not covered*
<p>13 Locks on outside doors.</p> <p>We will pay the cost of replacing and fitting locks on outside doors of any of the buildings if:</p> <ul style="list-style-type: none"> your keys are lost outside the home or are stolen; or they are damaged inside the home by an event insured under this section. <p>If you make a claim for locks on outside doors under this section, you can not also make a claim for the same incident under Section 2 – Contents.</p> <p>The most we will pay for any one claim is the amount shown in the Schedule.</p>	
<p>14 Fees and clearance costs.</p> <p>We will pay for necessary expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including:</p> <ul style="list-style-type: none"> architects', surveyors', consultants and legal fees; the cost of clearing the site and making it and the buildings safe; or clearing drains, demolishing, shoring or propping up the buildings. 	
<p>15 Local Authority requirements.</p> <p>We will pay any costs that are necessary to keep to any Government or Local Authority requirement for rebuilding or repairing the buildings as a result of damage insured under this section.</p>	<p>15 Costs where you had already been told about the requirement before the damage happened.</p>

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
<p>16 Alternative accommodation and rent.</p> <p>We will pay the rent that you would have received or are responsible for paying while the buildings cannot be lived in as a result of damage insured under this section.</p> <p>We will also pay the costs of necessary alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because of damage insured by this section.</p> <p>The most we will pay in any one period of insurance is the amount shown in the Schedule.</p>	
<p>17 Cover when selling or buying a home.</p> <p>a) If you are selling your home the buyer will be covered under this section up to the date the sale completes, unless the buildings are insured by another policy.</p> <p>b) If you are buying another property to live in, your new property will be covered under this section for up to three months from the date contracts are exchanged or, in Scotland, the date your offer is unconditionally accepted.</p>	<p>17 Property insured under another policy.</p> <p>Cover does not apply after the sale or purchase has completed.</p>
<p>18 Emergency access to buildings.</p> <p>We will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</p> <p>The most we will pay for any one claim is the amount shown in the Schedule.</p>	<p>18 Any amount above the amount shown in the Schedule.</p>

What is covered	What is not covered*
<p>19 Emergency access to gardens.</p> <p>We will pay for damage to your trees, shrubs, plants and lawns caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</p> <p>The most we will pay for any one claim is the amount shown in the Schedule.</p>	
<p>20 Trace and access.</p> <p>We will pay the costs you have to pay to find where water or oil is leaking from, including the cost of removing and replacing any part of the walls, roof or ceiling, to find and repair the source of the escape of water or oil.</p> <p>The most we will pay for any one claim is the amount shown in the Schedule.</p>	
<p>21 Plants in the garden.</p> <p>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 causes 1 to 9 of this section.</p> <p>The most we will pay for any one claim is the amount shown in your Schedule.</p> <p>The most we will pay for any one tree, shrub or plant is the amount shown in the Schedule.</p> <p>If you make a claim for plants in the garden under this section, you can not also make a claim for the same incident under Section 2 – Contents.</p>	<p>21 Loss or damage:</p> <ul style="list-style-type: none"> • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot, fungus or poisoning; • caused by gradually operating causes such as light or atmospheric conditions; • caused by frost; • caused by smoke and bonfires; • caused by domestic animals or pets; • while your home is unoccupied or unfurnished; • that occurs because you have not properly looked after any tree, shrub, plant or lawn; or • caused in connection with your trade, business or profession.

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
	Vandalism or malicious acts caused by you or any person lawfully allowed to be in your home .
<p>22 Repair of sewer pipe.</p> <p>We will pay for the cost of getting into and repairing the pipe between the main sewer and your home if it is blocked.</p> <p>The most we will pay in any one period of insurance is the amount shown in the Schedule.</p>	
<p>23 Squatters.</p> <p>We will pay for your legal fees for evicting squatters from your home. You must get our agreement in writing before you start proceedings to receive this benefit.</p> <p>The most we will pay in any one period of insurance is shown in your Schedule.</p>	<p>23 Legal costs for removing the squatters while your home or any part of it is:</p> <ul style="list-style-type: none"> • lent, let or sublet to or occupied by someone who is not a member of your family; or • unoccupied or unfurnished.
<p>24 Your liability as the owner of the property.</p> <p>We will pay all amounts you or a member of your family (as owners of the home) legally have to pay for causing:</p> <ul style="list-style-type: none"> • accidental death or bodily injury; and/or • accidental loss of or damage to property owned by a third party which occurs as a result of an accident within the boundary of the home during the period of insurance. 	<p>24 Any amount for death or bodily injury to you, your family or any domestic employee.</p> <p>Any amount for loss or damage to property owned by you, leased, let, rented, hired, lent or entrusted to you.</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • any lift (other than a stairlift) you own or you are responsible for maintaining; • any deliberate or malicious act; • occupation of any land or building; • using the home for any business, trade, profession or employment; or

What is covered	What is not covered*
<p>We will also pay all amounts you or a member of your family (as owners of the home) legally have to pay for causing:</p> <ul style="list-style-type: none"> • accidental death or bodily injury; and/or • accidental loss of or damage to property owned by a third party which occurs at any time as a result of faulty work carried out by you at the home during the period of insurance. Any claim arising as a result of faulty work must be notified to us within seven years from the date your policy ends or is cancelled. This section will not apply if your liability is covered by another insurance policy. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p> <p>If you die, we will extend the cover you would have received under this section to your legal representative.</p>	<ul style="list-style-type: none"> • any agreement unless you would have had that liability without the agreement.
<p>25 Accidental damage occurring during the period of insurance.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p>	<p>25 Any event already covered under Section 1 – Buildings.</p> <p>Anything listed as not covered under Section 1 – Buildings.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot or fungus; • caused by gradually operating causes such as light or atmospheric conditions;

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
	<ul style="list-style-type: none"> • caused by cleaning, washing, restoring, altering, maintaining, repairing, dismantling or misusing the building; • caused by mechanical or electrical faults or breakdowns; • caused by domestic animals or pets; • caused by faulty workmanship or design; • when your home is unoccupied or unfurnished; • to hot tubs and Jacuzzis; • caused by the effects of chemicals; • caused by frost; or • caused when any part of your home is sublet or occupied by someone who is not a member of your family. <p>The cost of maintenance and routine redecorating.</p>

*should be read in conjunction with the policy exclusions covered on page 45.

Basis of settling your buildings claims

1. **We** will pay for the cost of rebuilding, repairing or replacing that part of **your buildings** which are covered by this policy. **We** will decide whether to pay to rebuild, repair or replace. All **our** repairs are guaranteed for one year. If **your buildings** have not been kept in a good state of repair, **we** may deduct from any payment an amount for wear and tear.
2. If damage to the **buildings** covered by this policy is not going to be rebuilt or repaired, **we** will pay **you**: a) the amount by which the property has gone down in value because of the damage; or b) the estimated cost of repair; whichever is lowest.
3. **We** will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
4. **We** will not pay for any drop in the market value of **your home** resulting from rebuilding, repairing or replacing that part of **your buildings** which have been damaged by an **incident**.
5. Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that certain causes are subject to a limit per **period of insurance** and any payments made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**. These are:
 - alternative accommodation and rent;
 - repair of sewer pipe;
 - squatters.
6. Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
7. 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.
8. **We** will negotiate, defend and settle any liability claim made against **you**. **We** will do this in **your** name and on **your** behalf.

Section 2 – Contents cover

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>Your and your family's contents are covered for loss or damage arising as a result of the insured causes listed below when they are:</p> <ul style="list-style-type: none"> • in the buildings; and • in the open but within the boundary of the home. <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for contents.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Anything more specifically insured in another part of this policy.</p> <p>Any amount above the amount shown in the Schedule.</p>
1 Fire, lightning, explosion or earthquake. (Please refer to Bright Ideas on page 6.)	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.	3 Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.
4 Collision with the buildings by the following: <ul style="list-style-type: none"> • trains, trams or vehicles; • aircraft or other flying objects or anything dropped from them; • animals, birds or insects; • telegraph poles and lamp posts; • falling branches or trees; • fireworks; • falling satellite dishes or aerials. 	4 Loss or damage caused by domestic animals or pets. <p>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.</p> <p>Damage caused by cutting down all or part of a tree.</p>

What is covered	What is not covered*
5 Storm or flood. (Please refer to Bright Ideas on pages 5 and 7.)	5 Loss or damage: <ul style="list-style-type: none"> • that does not arise from one identifiable event which directly and immediately caused the loss or damage; or • caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
6 Theft or attempted theft. (Please refer to Bright Ideas on pages 6 and 7.)	6 Theft or attempted theft: <ul style="list-style-type: none"> • by you or any member of your family; • when your home is occupied by someone who is not a member of your family unless force or violence is used to get into your home; • when your home is unoccupied or unfurnished; or • by deception other than deception used solely to enter into your home.
7 Vandalism or malicious acts.	7 Vandalism or malicious acts caused: <ul style="list-style-type: none"> • by you or any member of your family; • when your home is occupied by someone who is not a member of your family unless force is used to get into your home; • when your home is unoccupied or unfurnished; or • by computer viruses.
8 Water or oil escaping from any fixed domestic water or heating installation, or from any domestic appliance.	8 Loss or damage: <ul style="list-style-type: none"> • when the home is unoccupied or unfurnished; • that happens gradually over a period of time;

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
	<ul style="list-style-type: none"> that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; to the fixed domestic water or heating installation; or caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
<p>9 Subsidence or ground heave of the site on which the buildings stand, or landslip.</p>	<p>9 Loss or damage:</p> <ul style="list-style-type: none"> caused by the sea or river wearing away the land; for which compensation is provided by contract or legislation; caused by the buildings being demolished, altered or having structural repairs carried out; or caused by faulty construction or design of the buildings or their foundation.
<p>10 Plants in the garden.</p> <p>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 causes 1 to 9 of this section.</p> <p>The most we will pay for any one claim is the amount shown in your Schedule.</p> <p>The most we will pay for any one tree, shrub or plant is the amount shown in the Schedule.</p> <p>If you make a claim for plants in the garden under this section, you can not also make a claim for the same incident under Section 1 – Buildings.</p>	<p>10 Any amount above the amount shown in the Schedule.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> from wear and tear or reduction in value; caused by moths, vermin, insects, parasites, woodworm, rot, fungus or poisoning; caused by gradually operating causes such as light or atmospheric conditions; caused by frost; caused by smoke and bonfires; caused by domestic animals or pets; while your home is unoccupied or unfurnished;

What is covered	What is not covered*
	<ul style="list-style-type: none"> that occurs because you have not properly looked after any tree, shrub, plant or lawn; or caused in connection with your trade, business or profession. <p>Vandalism or malicious acts caused by you or any person lawfully allowed to be in your home.</p>
<p>11 Contents away from your home.</p> <p>Your contents are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from your home but within the British Isles for up to 90 days in any 12 month period.</p> <p>Theft of contents (excluding money) must be from:</p> <ul style="list-style-type: none"> any bank or safe deposit, or while you or any member of your family are taking the items to or from the bank or safe deposit; a home or a building you or your family are working or living in temporarily; or any other building if there are visible signs that force or violent means were used to get into or out of the building. <p>Money is covered away from your home only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.</p> <p>The most we will pay for any one claim is the amount shown in your Schedule.</p>	<p>11 Any amount above the amount shown in the Schedule.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions); caused by storm, flood, vandalism or malicious acts to items not in a building; caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; to any item taken out of your home to sell, display or exhibit; or from a caravan, mobile home or motor home.

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
<p>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 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 causes 1 to 9 of this section.</p> <p>The most we will pay for any one claim is the amount shown in the Schedule.</p>	<p>12 Any amount above the amount shown in the Schedule. Loss of money. Loss or damage caused by theft or attempted theft unless there is evidence that forcible or violent entry took place. Loss or damage caused by flood or storm if the property is not in a building.</p>
<p>13 Glass. We will pay for accidental breakage in your home to:</p> <ul style="list-style-type: none"> • 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. 	<p>13 Loss or damage caused by scratching or denting.</p>
<p>14 Home entertainment equipment. We will pay for accidental damage to television sets (and their aerials), freeview boxes, desk-top personal computers, DVD recorders, DVD players, games consoles, satellite decoders or receivers, audio equipment, video-recording equipment and radios.</p>	<p>14 Loss or damage:</p> <ul style="list-style-type: none"> • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot or fungus; • caused by gradually operating causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item; • caused by mechanical or electrical faults or breakdowns; • caused by computer viruses; or • to hand-held games consoles.

What is covered	What is not covered*
<p>15 Alternative accommodation and rent. We will pay the rent that you are responsible for paying while the buildings cannot be lived in as a result of damage insured under this section. We will also pay the costs of necessary alternative accommodation for you, your family and your domestic pets and the costs of temporarily storing the contents of your home if the buildings cannot be lived in because of damage insured by this section. The most we will pay in any one period of insurance is shown in the Schedule.</p>	
<p>16 Metered oil and metered water. We will pay for accidental loss of metered oil or water in domestic heating systems.</p>	<p>16 Loss while the home is unoccupied or unfurnished.</p>
<p>17 Locks on outside doors. We will pay the cost of replacing and fitting locks on the outside doors of any of the buildings or to any safe or alarm system in your home if:</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; or • they are damaged inside the home by an event insured under this section. <p>If you make a claim for locks on outside doors under this section, you can not also make a claim for the same incident under Section 1 – Buildings.</p>	

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
<p>18 Religious festival increase.</p> <p>The maximum claim limit under this section is increased by the amount shown in the Schedule during the month of your religious festival to cover gifts and extra drink and food bought for the religious festival.</p> <p>If you make a claim for Religious festival increase, you cannot also make a claim for the same incident under Wedding and civil partnership gifts and/or Birth and adoption increase.</p>	
<p>19 Wedding and civil partnership gifts.</p> <p>The maximum claim limit under this section is increased by the amount shown in the 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 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:</p> <ul style="list-style-type: none"> • 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. <p>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.</p>	
<p>20 Birth and adoption increase.</p> <p>The maximum claim limit under this section is increased by the amount shown in the Schedule for 4 weeks before and 4 weeks after the birth of or adoption of a child to any member of your family.</p>	

What is covered	What is not covered*
<p>21 Household removal.</p> <p>We will pay for accidental loss of or damage to your contents while they are being permanently removed by a professional removal firm from your home to any other private property you are going to live in within the British Isles. This includes while they are being temporarily stored in a professional storage facility for up to 72 hours.</p>	<p>21 Loss or damage to china, glass or other fragile items.</p> <p>Loss of money.</p>
<p>22 Legally downloaded information.</p> <p>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 or mobile phone if it is lost or damaged.</p>	<p>22 Loss or damage caused by computer viruses.</p> <p>Loss or damage caused by anything you have downloaded illegally or from illegal websites.</p>
<p>23 Frozen foods.</p> <p>We will pay the costs of replacing food spoiled in any freezer or fridge in your home caused by:</p> <ul style="list-style-type: none"> • a rise or fall in temperature; or • contamination by refrigerant or refrigerant fumes. 	<p>23 Loss or damage caused by:</p> <ul style="list-style-type: none"> • your power supply being cut off by the electricity supplier; or • a strike, a lockout or an industrial dispute. <p>Loss while the home is unoccupied.</p>
<p>24 Occupier's and personal liability.</p> <p>We will pay all amounts you or a member of your family legally have to pay for causing:</p> <ul style="list-style-type: none"> • accidental death or injury; or • accidental loss of or damage to property; <p>which is caused by an accident happening during the period of insurance and arising:</p> <ul style="list-style-type: none"> • from your occupation (but not ownership) of the buildings; or • in a private role not connected with owning the buildings. 	<p>24 Death or injury suffered by you, your family or a domestic employee.</p> <p>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family.</p> <p>Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> • motorised vehicles, except garden machinery that does not have to be licensed, wheelchairs, registered disabled persons' buggies that are not licensed for road use, electrically or mechanically propelled toys and models that are not licensed for

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
<p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p> <p>If you die, we will extend the cover you would have received under this section to your legal representative.</p>	<p>road use and golf trolleys which are controlled by someone on foot;</p> <ul style="list-style-type: none"> • aircraft (including gliders, hang-gliders and microlights); • caravans; • trailers; • water craft and hovercraft; • firearms, except legally held sporting guns used for sporting purposes; • dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or • lift (other than a stairlift) you own or you are responsible for maintaining. <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> • a direct or indirect result of an assault or alleged assault; • any deliberate or malicious act; • hunting or racing of any kind, except on foot; or • your business, trade, profession or employment. <p>Liability arising from any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p>
<p>25 Employer's liability.</p> <p>We will pay all amounts 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.</p>	<p>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.</p>

What is covered	What is not covered*
<p>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.</p> <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p>	
<p>26 Tenant's liability.</p> <p>We will cover you for your legal liability as a tenant for all amounts you have to pay for:</p> <ul style="list-style-type: none"> • damage to the structure of your home, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under Section 2 – Contents of this policy; • the cost of repairing accidental damage to the cables, underground pipes and drains (and their inspection covers) which serve your home; • accidental breakage to fixed sanitary fittings and bathroom fittings; and • accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses and conservatories. <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p>	<p>26 Loss or damage excluded under any of the causes 1 to 9 of section 2 – Contents.</p>

*should be read in conjunction with the policy exclusions covered on page 45.

What is covered	What is not covered*
<p>27 Liability of others.</p> <p>We will pay the unpaid amount of any damages and costs awarded to you for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>We will pay the amount if:</p> <p>(a) you have not received full payment within three months of the date of the award; and</p> <p>(b) the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands; and</p> <p>(c) you would have had a valid claim under cause 24 of this policy if the award had been made against you; and</p> <p>(d) there is not going to be an appeal.</p> <p>After we have made a payment, we may enforce your rights against the person who should have made the payment.</p> <p>(In this case, we will keep any amounts we get back.)</p> <p>The most we will pay under this section for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the Schedule plus any costs and expenses we agree in writing.</p>	<p>27 Any amount above the amount shown in the Schedule.</p>
<p>28 Accidental damage occurring during the period of insurance.</p>	<p>28 Any event already covered under Section 2 – Contents.</p> <p>Anything listed as not covered under the Contents section, insured events 1-13 & 15-23.</p>

What is covered	What is not covered*
	<p>Loss or damage:</p> <ul style="list-style-type: none"> • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot or fungus; • caused by gradually operating causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item; • caused by mechanical or electrical faults or breakdowns • caused by domestic animals or pets; • to pedal cycles • to corneal or contact lenses; • to money; • if your home is sublet or occupied by someone who is not a member of your family; • caused by computer viruses; • to food and drink; • to documents and securities such as share or bond certificates; • to clothing, including furs; • caused by faulty workmanship or design; or • when your home is unoccupied or unfurnished. <p>Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>

*should be read in conjunction with the policy exclusions covered on page 45.

Section 2 – Contents cover – Unspecified personal possessions cover

(This cover applies automatically under **contents** insurance)

What is covered	What is not covered*
<p>Your or your family's personal possessions, money, credit cards and mobile phones are covered for loss or damage anywhere in the world during the period of insurance.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for contents.</p> <p>We treat a pair or set of items as a single item. We treat a bag of golf clubs, whether or not by the same manufacturer, as a set.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Items used for business and professional purposes.</p> <p>Any amount above the amount shown in the Schedule.</p> <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> • there is evidence that forcible and violent entry took place; and • the item is concealed in a locked glove or boot compartment; and • all access points to the vehicle are closed and locked. <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot or fungus; • caused by gradually operating causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item; • caused by domestic animals or pets; • to sports equipment when it is being used;

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to pedal cycles; • 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 or the accessories or associated equipment belonging to any of these; • 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; or • to animals. <p>Mechanical or electrical faults or breakdowns.</p>

*should be read in conjunction with the policy exclusions covered on page 45.

Section 2 – Contents optional cover – Specified personal possessions extension

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>Your and your family's specified personal possessions and valuables (that are individually listed in your Schedule) are covered for loss or damage anywhere in the world during the period of insurance.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Items used for business and professional purposes unless it is a portable computer and shown in the Schedule.</p> <p>Any amount above the amount shown in the Schedule.</p> <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> • there is evidence that forcible and violent entry took place; and • the item is concealed in a locked glove or boot compartment; and • all access points to the vehicle are closed and locked. <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot or fungus; • caused by gradually operating causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item; • caused by domestic animals or pets;

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to sports equipment when it is being used; • to pedal cycles; or • to reeds, strings, bridges or drum skins of musical instruments. <p>Mechanical or electrical faults or breakdowns.</p>

*should be read in conjunction with the policy exclusions covered on page 45.

Section 2 – Contents cover – Pedal Cycles

(This cover applies automatically under **contents** insurance)

What is covered	What is not covered*
<p>Your and your family's pedal cycles (listed in your Schedule) are covered for loss or damage anywhere in the world during the period of insurance.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p>	<p>The total excess shown in your Schedule for every incident.</p> <p>Pedal cycles you do not keep at the home when not in use.</p> <p>Any amount above the amount shown in the Schedule.</p> <p>Theft or attempted theft of an unattended pedal cycle away from the home unless the pedal cycle is either:</p> <ul style="list-style-type: none"> • in a locked building; or • immobilised by a security device. <p>Loss or damage:</p> <ul style="list-style-type: none"> • while a pedal cycle is being used for racing, pacemaking, trials or testing; • to tyres, accessories or removable parts of a pedal cycle, unless the pedal cycle is lost or damaged at the same time; • to any pedal cycle that has been fitted with motorised assistance of any kind; • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, rot or fungus; • caused by gradually operating causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by cleaning, washing, dyeing, altering, restoring, maintaining, repairing or misusing the pedal cycle. <p>Mechanical breakdown.</p> <p>Cuts, bursts or punctures to tyres.</p>

*should be read in conjunction with the policy exclusions covered on page 45.

Basis of settling your contents claims

1. **We** will settle **your** claim by repairing or replacing **your contents** or paying **you** their cash value. **We** will decide whether to repair or replace **your contents** or whether to pay **you** their cash value. All **our** repairs are guaranteed for one year.
2. If **your contents maximum claim limit** is not enough to replace all the **contents** in **your home** with new items of the same quality and type, **we** may either
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
3. The most **we** will pay for any one claim for **valuables**, pedal cycles or any other **specified item** is the **maximum claim limit** shown in **your Schedule**. This should be enough to replace these items as new based on the information that **you** have given **us**. If this is not the case at the time when **you** make a claim **we** may either
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
4. **We** will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
5. Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that alternative accommodation and rent is subject to a limit per **period of insurance** and any payment made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**.
6. Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
7. 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.
8. **We** will negotiate, defend and settle any liability claim made against **you**. **We** will do this in **your** name and on **your** behalf.

Policy exclusions that apply to all sections of cover

This policy does not cover the following:

- Any criminal or deliberate act by **you** or **your family**.
- Loss or damage that happened before this policy came into force.
- Property more specifically covered by another policy of insurance.
- Consequential loss (that is, any loss which is not a direct result of or naturally resulting from an event for which **you** are insured)
- Any reduction in the market value of any property following its repair or reinstatement
- Any expense, legal liability, loss or damage to property directly or indirectly caused by **terrorism**.
- **Terrorism** is defined as 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.
- 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, revolution or any similar event.
- Any expense, legal liability, loss or damage to property directly or indirectly caused by pollution or contamination.
- Any costs **you** incur in preparing any claim under this policy.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation under the scheme. For this type of policy, the scheme covers at least 90% of any claim with no upper limit. For further information see www.fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Tesco Legal Guard

Household Legal Insurance Policy

Claims Helpline

0845 164 0800 open 24 hours a day, 365 days a year.

Providing peace of mind.

Throughout this section of the Policy Booklet certain words and phrases are printed in **bold**. These have the meanings set out on page 53 of this Policy Booklet.

Introduction

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

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

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

Tesco 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 normally living at your main address (please see policy definition of **insured** for full details).

Tesco Legal Guard will also provide legal expenses cover for you and your family in the event of any of the following...

- employment dispute
- consumer dispute
- property dispute
- tax investigation
- legal defence including a motoring prosecution
- inheritance dispute
- loss of salary through Jury Service attendance

Tesco Legal Guard will cover you and your family if you become involved in any of the following civil disputes.

Employment disputes

Tesco Legal Guard covers you and any member of your family to make a claim relating to a contract of employment, whether the claim is dealt with in a Civil Court or at an Employment Tribunal.

Consumer disputes

Tesco Legal Guard covers you and any member of your family in the event of a dispute arising from the purchase, sale, hire purchase or lease of goods or services.

Property disputes

Tesco Legal Guard covers you and any member of your family in the event of a dispute relating to an infringement of your legal rights, whether arising from or relating to your ownership or occupation of your principal place of residence.

Tax investigation

Tesco Legal Guard covers you and any member of your family for the defence of a full or aspect enquiry by HM Revenue and Customs into your private tax affairs.

Legal defence including motor prosecutions

Tesco Legal Guard covers you and any member of your family for the defence of a claim against you in connection with your work as an employee. Tesco Legal Guard also covers you and any member of your family for the defence of a motoring prosecution.

Inheritance disputes

Tesco Legal Guard covers you and any member of your family in the event of a dispute over something left to you in a will.

Jury Service

Tesco Legal Guard also covers you and any member of your family for unpaid salary whilst you attend Jury Service if this cannot be claimed back from the court or your employer.

What to do if you need to make a claim

Call the Claims Helpline **0845 164 0800** open 24 hours a day, 365 days a year.

Personal injuries and/or losses

If, following an accident which was not entirely your fault, you or a member of your family are injured and/or suffer personal losses, Tesco Legal Guard will provide immediate access to a specialist personal injury solicitor.

Before you do anything, please call the Claims Helpline on **0845 164 0800**.

Our experienced and friendly staff will discuss the accident details with you and advise whether a claim can be made. If you are uncertain whether you can claim under your Tesco Legal Guard policy, please call our Claims Helpline in any event – we will be more than happy to help.

Once you have notified us of your claim, you will be provided with a dedicated claims handler to provide expert advice. Your claim will be dealt with quickly, professionally and with the sympathy you would expect during what can often be a stressful and difficult time.

If you or a member of your family is involved in an accident, please remember to obtain as many details as possible, including the name and address of anyone who may have witnessed the accident.

Civil disputes

If you or a member of your family become involved in a civil dispute or need to make a claim under any section of this policy, please call our Claims Helpline on **0845 164 0800**. Our experienced and friendly staff will discuss the details of the dispute with you and advise whether a claim can be made. If a claim can be made, we will immediately pass details of the claim to one of our panel of specialist solicitors, who will advise you of the best course of action and represent you in any subsequent legal proceedings, if appropriate.

Legal Helpline 0845 164 0807

The Legal Helpline is open Monday to Friday, 8am-8pm.

Tesco Legal Guard provides a confidential legal helpline should you or a member of your family need advice on personal legal matters including:

- personal injury and/or losses
- employment disputes
- contractual disputes
- matrimonial issues
- property issues
- wills and probate

Claims administration

All claims reported under your Tesco Legal Guard policy will be administered by:

B4 Claims Limited, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

Contract of Insurance

This section of the Policy Booklet forms a contract of insurance between **you** and **us**. This section contains important information about what is covered and what is not covered under this policy. **Your Schedule** will show whether **you** have cover under this section of the Policy Booklet. In return for **you** paying or agreeing to pay the premium, **we** will provide cover, under the terms and conditions of this section of the Policy Booklet.

English law will apply to this contract unless **you** and **we** agree otherwise in writing. The contractual terms and conditions and other information relating to this contract will be in the English language. Except as otherwise provided for by law or expressly stated in this policy, no third party shall have any rights under this policy or the right to enforce any part of it.

Signed for and on behalf of Ageas Insurance Limited



Mark Cliff, Managing Director

Conditions which apply to this section of the policy

Failure to keep to any of these conditions may lead the **insurer** or **administrator** to cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** should the **insured** fail to keep to these conditions.

1. The Insured's Responsibilities

An **insured** must:

- a) observe and keep to the terms of this section of the Policy Booklet
- b) not do anything that hinders **us** or the **appointed advisor**
- c) tell **us** immediately after **the insured** becomes aware of any cause, event or circumstances which could give rise to a claim under this section of the Policy Booklet
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **we** reasonably require, and keep them updated with progress of the claim
- f) provide **us** with everything **we** reasonably require to help **us** handle the claim
- g) take reasonable steps to recover **legal costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- h) tell the **appointed advisor** to have the **legal costs & expenses** assessed or audited if **we** require
- i) minimise any **legal costs & expenses** and try to prevent anything happening that may cause a claim
- j) allow the **insurer** at any time to take over and conduct in the **insured's** name any claim, proceedings or investigation.

2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) Where the **insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **insured's** chosen **appointed advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times. If **we** disagree over the appointment of an **appointed advisor** then **we** will agree for another suitably qualified person to decide the matter.
- c) If **we** agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the **insured** may choose a suitably qualified **appointed advisor**.

- d) If the **appointed advisor** refuses, with good reason, to continue acting for the **insured**, the **insured** dismisses the **appointed advisor** without good reason, or the **insured** withdraws from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **appointed advisor**.
- e) The **appointed advisor** must enter into a **conditional fee agreement** with the **insured** or a **collective conditional fee agreement** with **us** if a claim under Insured events 1 & 2 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **small claims court**.
- f) During the course of the relationship with **our** panel of service providers, **we** may, for particular types of claim, receive a fee from the **appointed advisor** to whom the claim is sent. This fee (if it does apply), is a separate arrangement between **us** and the **appointed advisor**, and will never compromise **you** or any claim that **you** make under this section of the Policy Booklet.

3. Our Consent

We must give **our** written consent to the **insured** to incur any **legal costs & expenses**. The **insurer** does not accept any liability for **legal costs & expenses** incurred without **our** written consent.

4. Settlement

- a) The **insurer** has the right to settle the claim by paying the **insured our** reasonable estimate of the value of the claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay any **legal costs & expenses** incurred without **our** written agreement. **We** shall not withhold such agreement without good reason.
- c) If the **insured** refuses to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the **appointed advisor**
 the **insurer** may refuse to pay further **legal costs & expenses**.

5. Counsel's Opinion

We may require the **insured** or the **insured** may ask **us** to obtain an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **insured** the **insurer** will pay for the opinion.

6. Arbitration

If **you** and **we** are unable to agree on any aspect of claim handling at **your** written request a legal representative shall be jointly appointed to adjudicate on the dispute. If **you** and **we** are unable to agree on the appointment of a legal representative one shall be appointed by the President of the relevant Law Society as the case may be.

The decision of the legal representative shall be binding on **you** and **us** and all costs incurred in resolving the dispute shall be paid by the person against whom the decision was made.

7. Dual Insurance

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay their fair share [rateable portion] of the claim.

8. Fraudulent Claims

If the **insured** makes any claim under this section of the Policy Booklet which is fraudulent or false, this section of the Policy Booklet and all other sections shall become void and all benefit under all sections of the policy will be forfeited including the premium.

9. Cancellation

You cannot cancel this section of the policy without cancelling all sections of cover.

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** on 0845 674 6666 or write to the **administrator** at Freepost RSJB-RZZY-HTJB, Tesco Bank Customer Service, P. O. Box 276, Newcastle Upon Tyne NE12 2BT, who will also arrange a refund of **your** premium subject to an **insured** having not made any claims under the policy.

You may cancel this policy at any time by calling the **administrator** on 0845 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. After the 14 day cooling off period **you** will receive a proportion of the premium for the rest of the **period of insurance**. In the event that the household insurance policy sold in conjunction with this policy is cancelled this policy will automatically be cancelled.

We or the **administrator** can cancel this insurance at any time by giving **you** seven days' written notice to **your** last known address. 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**.

10. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

Meaning of words & terms

Certain words and terms contained in this section of the Policy Booklet have been defined as they have the same meaning wherever they appear.

Administrator

Tesco Personal Finance plc (trading as “Tesco Bank”)
Interpoint Building
22 Haymarket Yards
Edinburgh
EH12 5BH

Appointed Advisor

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **insured**.

Conditional Fee Agreement

The separate agreement between the **insured** and the **appointed advisor** for paying his or her professional fees which is an enforceable conditional fee agreement (being an arrangement with the **appointed advisor** where the **appointed advisor's** fees are only payable in certain circumstances), the format and contents of which have been agreed to by **us** before it is entered into.

Collective Conditional Fee Agreement

The separate agreement between the **appointed advisor** and **us** for paying his or her professional fees which is a Conditional Fee Agreement which does not refer to specific proceedings but which provides for **your appointed advisor's** fees and expenses to be payable.

Insured

You, your spouse, civil partner or anyone living with **you** as if they are **your** spouse and other relatives permanently living with **you** in **your** principal home in the UK, Channel Islands or Isle of Man.

Insurer

Ageas Insurance Limited.

Legal Costs & Expenses

- 1) In respect of all insured events other than as provided for in 2) & 3) below.
 - a. Legal costs, fees and disbursements proportionately incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**.
 - b. Accountancy fees, disbursements and other costs incurred by the **appointed advisor** and agreed in advance by **us**.
 - c. Other side's costs incurred in civil claims where the **insured** has been ordered to pay them or pays them with **our** agreement.

- 2) In respect of Insured events 1 & 2 where the claim is brought within England & Wales and falls outside the jurisdiction of the **small claims court** legal costs and proportionately incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**.
- 3) In respect of Insured event 7 the **insured's** loss of earnings.

Limit of Cover

£100,000 which is the maximum amount **we** will pay for each **incident** or series of **incidents** which are linked.

Material Property

Property that an **insured** owns including **your** principal home but not including intellectual property (such as patents or trademarks).

Period of Insurance

The period as shown in the Schedule to which this Policy attaches.

Reasonable Prospects of Success

In civil and criminal claims, where the **insured** has a greater than 50% chance of successfully pursuing or defending the claim. If the **insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the **insured** pleads guilty, there is a greater than 50% chance of successfully mitigating the **insured's** sentence or fine.

In tax claims, any dispute or appeal where the **insured** has a greater than 50% chance of being successful.

In all claims involving an appeal, where the **insured** has a greater than 50% chance of being successful.

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court.

Standard Basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been incurred for good reason.

Territorial Limit

For Insured events 2 and 4 the United Kingdom, Channel Islands, Isle of Man and countries in the European Union. For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

Ageas Insurance Limited, B4 Claims Limited or any of their appointed agents.

You/Your

The person(s) named in the Schedule of the Tesco Home Insurance taken out in conjunction with this Legal Insurance Policy.

Your policy cover

Following an Insured event the **insurer** will pay the **insured's legal costs & expenses** up to the **limit of cover**, including the cost of appeals provided that:

- 1) **You** have paid the insurance premium,
- 2) the Insured event occurs within the **territorial limit**
- 3) the claim
 - always has **reasonable prospects of success**
 - is reported to **us**
 - during the **period of insurance**
 - immediately after the **insured** first becomes aware of circumstances which could give rise to a claim under this section of the Policy Booklet
- 4) the **insured** always agrees to use the **appointed advisor** nominated by **us** in any claim
 - falling under the jurisdiction of the **small claims court**, and/or
 - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a Court, tribunal or any other competent authority which has legal jurisdiction to determine the claim (including the use of mediation services), in the **territorial limit**
- 6) in respect of a claim under Insured events 1 & 2 the **insured** enters into a **conditional fee agreement** with the **appointed advisor** or the **appointed advisor** enters into a **collective conditional fee agreement** with **us** if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **small claims court**.

Insured events

Please also refer to the General Exclusions section on page 59.

1 Employment

What is covered

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related statutory rights provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the **insured** agrees to use the **appointed advisor** nominated by **us**.

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

What is not covered

1. Any dispute relating solely to personal injury.
2. Defending any dispute other than defending a counter claim.
3. **Legal costs & expenses** for an employer's internal disciplinary or an employees grievance hearing.

2 Contract

What is covered

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for.

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling **your** main home
- d) renting **your** main home as a tenant

What is not covered

Any claim relating to

1. the letting leasing or licensing of land or buildings where the **insured** acts as the landlord
2. loans, mortgages, endowments, pensions, or any other financial or investment product
3. a business, venture for gain, profession or employment of the **insured**
4. a settlement due under an insurance policy
5. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.

3 Property

What is covered

A dispute relating to **material property** which the **insured** owns or is the **insured's** responsibility

- a) following an event which causes physical damage to the **insured material property**
- b) following a public or private nuisance or trespass.

What is not covered

Any claim relating to

1. a contract entered into by an **insured**
2. any building or land other than principal home
3. a motor vehicle
4. the compulsory purchase of, or restrictions or controls placed on property by any Government, Local or Public Authority
5. defending any dispute under 3 a) other than defending a counter claim.

4 Personal injury

What is covered

An event causing the **insured** personal injury.

What is not covered

Any claim relating

1. to defending any dispute other than defending a counter claim
2. to clinical negligence or medical malpractice.

5 Tax

What is covered

A formal aspect or full enquiry into the **insured's** personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted.

What is not covered

Any claim arising from or relating to

1. an investigation by the Special Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure

3. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements
4. a tax avoidance scheme
5. a business or venture for gain of the **insured**.

6 Legal defence

What is covered

The defence of a prosecution or claim brought against the **insured** as follows:

a) Work

Arising out of the **insured's** work as an employee

- (i) prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
- (ii) a prosecution brought against the **insured** in a court of criminal jurisdiction
- (iii) a civil action brought against the **insured** for compensation under section 13 of the Data Protection Act 1998
- (iv) civil proceedings brought against the **insured** under legislation for unlawful discrimination
- (v) a formal investigation or disciplinary hearing brought against the **insured** by any trade association, professional or regulatory body.

b) Motor

A motoring prosecution brought against the **insured**.

c) Inheritance Dispute

A dispute over something left to **you** in a will.

What is not covered

Any claim relating to

1. driving without motor insurance or a valid driving licence
2. parking offences.

7 Absence from work

What is covered

Being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on Jury Service. The amount **we** pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1000.

General exclusions not covered by this section of the Policy Booklet

The **insured** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** incurred without **our** agreement
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of the policy, and which the **insured** knew or ought to have known could give rise to a claim under this section of the Policy Booklet
3. a claim where the amount in dispute is less than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100
4. an allegation or prosecution against the **insured** involving:
 - assault, violence or dishonesty;
 - malicious falsehood or verbal injury;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute with any members of **your** family
6. an Insured event arising from an **insured's** deliberate or reckless act
7. fines, penalties or compensation
8. a judicial review
9. patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
10. a dispute with **us** not dealt with under Condition 6 (Arbitration)
11. a dispute with the **administrator** in relation to the cover provided by this policy
12. defamation
13. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed;

- e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Section of the Policy Booklet, the burden of proving the contrary shall be upon the **insured**.

14. Group Litigation Orders or Class Actions

Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **insurer** cannot meet its obligations **you** may be entitled to compensation under the scheme. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on **0800 678 1100** or **0207 741 4100**.

Tesco Legal Guard is arranged and administered by Tesco Personal Finance plc, trading as Tesco Bank. All claims made under Tesco Legal Guard are administered by B4 Claims™ Limited.

B4 Claims™ Limited is part of B4 Group™ Limited. Registered Office: 7 Farleigh Court, Old Western Road, Flax Bourton, Bristol BS48 1UR.

Registered Office of Ageas Insurance Limited: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA. Registered Number: 354568.

Registered Office of Tesco Personal Finance plc: Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH.

Ageas Insurance Ltd and Tesco Personal Finance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. They are both contained on the FCA register with registration numbers as follows:

Ageas Insurance Ltd – 202039.

Tesco Personal Finance plc – 186022.

You can check this on the Financial Services Register by visiting the website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on 0800 111 6768 or the PRA on 0207 601 4878.

Home Emergency

Introduction

Tesco Home Emergency cover is arranged and administered by Tesco Personal Finance plc (trading as Tesco Bank) and is underwritten by Interpartner Assistance SA (**IPA**). Claims are handled by HomeServe Claims Management Ltd. Interpartner Assistance SA is authorised by the Commission Bancaire, Financiere et des Assurances (CBFA) in Belgium and is regulated by the Financial Conduct Authority (FCA) in the United Kingdom. **IPA** is registered with the FSA, registration number 202664.

Throughout this section of the Policy Booklet certain words and terms in bold have a particular meaning. These are set out on pages 62 and 63.

This section of the Policy Booklet, together with the **Policy Schedule** forms a contract of insurance between **you** and **IPA** (the policy). 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, **IPA** will provide cover under this policy.

If **you** have any queries, please call the **administrator** on the customer services number which can be found in **your Policy Schedule**.

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

This cover is an add-on to **your** home insurance cover. If **you** cancel **your** home insurance policy, the home emergency cover will be automatically cancelled at the same time. Likewise, if **you** cancel this home emergency cover, **your** home insurance cover will automatically be cancelled at the same time.

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to notify the **administrator**. Contact details can be found in **your Policy Schedule**. This is known as the cooling off period. **You** can cancel by phoning or writing to the **administrator** and cancellation can take effect immediately or from a later date, although it cannot be backdated to an earlier date. If **you** cancel in the cooling off period **you** will receive a full refund of **your** premium, as long as **you** have not made a claim.

After the cooling off period, **you** can cancel this contract at any time by contacting the **administrator**. Contact details can be found in **your Policy Schedule**. **You** will receive a refund of **your** premium for the time that was left on **your** policy as long as **you** have not made a claim.

The Law that Applies to this Policy

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

Definitions relating to your Home Emergency cover:

Certain words within this section of the Policy Booklet have a particular meaning, shown below. Each of these words will have the same meaning wherever they are used within this section of the Policy Booklet:

Administrator: Tesco Personal Finance plc (trading as Tesco Bank), Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH.

Authorised Repairer or Contractor: A person, company or organisation appointed by **us** to temporarily or permanently put right, repair or prevent further damage by making safe the **Emergency** where possible.

Beyond Economical Repair: the point at which **we** estimate that the cost to repair **your** boiler exceeds its value (based on the scale of valuations according to age and boiler type). In the event that **we** find **your** boiler is **beyond economical repair**, **IPA** will pay an amount towards the cost of a new boiler in accordance with the scale shown below:

- Age of boiler amount payable:
 - 1-5 years £250
 - 6-10 years £100

Breakdown and/or failure: sudden or unforeseen electrical or mechanical malfunction of the **main source of heating** which renders the system inoperable or a sudden and unforeseen electrical malfunction of the **domestic electrical wiring** leaving **your property** with no electricity.

Call Out: The sending out of an **authorised repairer or contractor** following a request for **Emergency** assistance, even if the request is then cancelled by **you**.

Claims Handler: HomeServe Claims Management Ltd, Fulwood Park, Preston, PR2 9NZ. Registered in England, No. 3913960. HomeServe is the claims handler and is responsible for appointing the **authorised repairer or contractor**.

Claims limit: is the maximum amount that **IPA** will pay for services provided under this policy, which is set out under the sections headed "What is Covered" later in these terms and conditions.

Domestic electrical wiring: the permanent 240 volt electrical supply system within the **Property** supplying electrical power to internal wall sockets, switches, bulb sockets and the fuse box which are all beyond the electricity company's supply meter.

Emergency/ies: sudden and unforeseen damage to the **domestic electrical wiring, internal plumbing and/or drainage, underground external drains, security** or infestation of **pests** which immediately:

- exposes **you** to risks to **your** health; or
- creates a risk of loss of/ or damage to the **property**; or
- makes the **property** uninhabitable.

Emergency Repair(s): repair work by an **authorised repairer or contractor** to identify and/or eliminate the failure.

Internal plumbing and/or drainage: the water pipework, water storage and drainage systems for which **you** have responsibility inside the buildings of **your property**.

IPA: InterPartner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No. FC008998. **IPA** is a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. **IPA** is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority (FCA) in the United Kingdom.

Main Source of Heating: The central heating boiler contained within and supplying **your property**, (excluding under floor heating, solar heating or warm air heating) from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. The maximum permissible out of **your** private domestic gas fired boiler is 60 kW/hr.

Pests: brown rat, black rat, house mouse, field mouse, grey squirrels, wasps' nest and hornets' nest.

Policy Schedule: the schedule that contains additional details concerning **your** main policy, which should be read in conjunction with these terms and conditions.

Property: the private dwelling, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) all within the **property** boundary at the address shown on **your Policy Schedule**.

Security: the external locks, doors and windows of the **property**.

Underground external drains: the drainage pipes and private sewers (shared drains) that serve **your property** and are within **your property** boundary but are not beneath or inside any building or outbuilding, and drainage pipes that solely serve **your property** and are outside **your property** boundary up to the junction with the main services where **you** have responsibility.

We/us/our: The **claims handler** except where otherwise indicated.

You/your: the person or people named as the policyholder(s) in the **Policy Schedule**.

How to make a claim

1. If **you** suffer an incident at the address on **your Policy Schedule** relating to the element(s) covered by this policy, **you** must report **your** claim via the 24 Hour Home Emergency Claims Number **0845 155 2370** at the time of the **emergency** or **breakdown and/or failure**.
2. **We** will send an **authorised repairer or contractor** to attend **your property** and deal with the incident, provided that the incident is covered by this policy.
3. This cover includes the cost of **call-out**, labour, parts, materials and VAT up to the **claims limit** of £500 per claim.
4. **IPA** will not cover the costs of work carried out by contractors not authorised by **us** in advance. **Any gas leaks MUST in the first instance be reported to the National Gas Emergency Service 0800 111 999**.
5. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **IPA** will not pay more than **IPA's** fair share (rateable proportion) of any claim.
6. **You** must co-operate with the **claims handler** in obtaining reimbursement of any costs **IPA** incurs 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.

What is covered?

Section A: Breakdown and/or failure of the Main Source of Heating

1. If **you** suffer a **breakdown and/or failure** of **your main source of heating** at **your property**, **you** should call **us** on the 24 Hour Claims Number under the How to Make a Claim heading in this section of the Policy Booklet. **We** will then:
 - a) advise **you** how to protect yourself and the **property** immediately
 - b) organise the **call out** and **IPA** will pay on **your** behalf for the **call-out**, labour, parts, materials and VAT involved in repairing or remedying the **breakdown and/or failure** of the **main source of heating** up to a total of £500 per **call out**
 - c) in the event that a part needs to be ordered to rectify the **breakdown** use of **our** best endeavours to source this part in the quickest available time will be made.

What is not covered?

This should be read in conjunction with the **General Exclusions set out on pages 70 and 71.**

2. The following is not covered under **Section A:**
 - a) any boiler over 10 years old;
 - b) replacing the central heating boiler;
 - c) separate gas heaters providing hot water;
 - d) Liquefied Petroleum Gas fuelled boilers and dual-purpose boilers (e.g. Aga, Rayburn);
 - e) descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;
 - f) gas fires except in the event of it being part of a back boiler;
 - g) any secondary or other boiler;
 - h) any part of the **main source of heating** system (such as the hot water cylinder, radiators, cold water supply tank, its feed and outlet) other than the **main source of heating** itself;
 - i) any item not forming part of the **main source of heating**;
 - j) the **main source of heating** if it is **beyond economical repair** (see Definitions);
 - k) a **breakdown and/or failure**, when it has previously been identified by an **authorised repairer or contractor** (during a **breakdown** or service) that remedial/maintenance work is required to prevent a future **breakdown and/or failure** of **your main source of heating**. Such remedial and/or maintenance work will need to be carried out at **your** cost;
 - l) normal day-to-day maintenance of the **main source of heating at your property**, for which **you** are responsible. This includes the descaling of the **main source of heating**, adjustment to the timing and temperature controls of the **main source of heating**, venting (bleeding) of radiators, the addition of corrosion inhibitors, or payment for the replacement of items within **your property**, which will gradually wear out over a period of time;
 - m) the **main source of heating** in the event of spare parts not being available after a reasonable search of stockists;
 - n) replacement of parts for the **main source of heating** which need to be replaced as a consequence of natural wear and tear, gradual deterioration or corrosion;
 - o) power generation systems including solar panels, wind turbines, air conditioning units and combined heat and power systems and associated controls;
 - p) all pipework, pumps, panels and controls linked to solar panel heating and air conditioning units;
 - q) ground, air and water source heat pump systems.

What is covered?

Section B: Domestic electrical wiring

1. If **you** suffer a **failure of your domestic electrical wiring at your property**, **you** should call **us** on the 24 Hour Claims Number set out under the How to Make a Claim heading in this section of the Policy Booklet. **We** will then:
 - a) advise **you** how to protect yourself and the **property** immediately
 - b) organise the **call-out** and **IPA** will pay on **your** behalf for the **call-out**, labour, parts, materials and VAT involved to repair and remedy the **failure of the domestic electrical wiring** up to a total of £500 per **call out**.
2. **IPA's** liability to pay for such repairs shall apply to:
 - a) the permanent electricity supply system supplying electrical power to internal wall sockets, switches, bulb sockets and the fuse box which are all beyond the electricity company's supply meter, which has failed for reasons other than a **failure** of external public services to the **property**.
 - b) where necessary the repair or replacement of the fusebox to remedy a **failure** of the domestic electrical supply system.

What is not covered?

This should be read in conjunction with the **General Exclusions set out on pages 70 and 71.**

3. The following is not covered under **Section B:**
 - a) wiring and electrics which are not permanent;
 - b) wiring and electrics within sheds, greenhouses and other garden structures;
 - c) wiring and electrics situated outside or mounted on the external surface of any building;
 - d) any 3-phase electrical systems (including wiring, sockets and switches);
 - e) any item not forming part of the **domestic electrical wiring**;
 - f) any wiring or electrics where **you** do not have sole responsibility;
 - g) normal day-to-day maintenance of the **domestic electrical wiring at your property**, for which **you** are responsible. This includes replacing light bulbs, decorative fittings or fuseable links, or the replacement of items within **your property**, which will gradually wear out over a period of time;
 - h) repair or replacement costs if **our** contractor is unable to repair the **domestic electrical wiring** due to its age or poor condition;
 - i) the resetting of circuit breakers, where it is not associated with permanent repair work and where it can be reset by **you**.

What is covered?

Section C: Internal Plumbing Cover

1. If **you** suffer an **emergency** relating to **your internal plumbing** or a blocked toilet at **your property**, **you** should call **us** on the 24 Hour Claims Number set out under the How to Make a Claim heading in this section of the Policy Booklet. **We** will then:
 - a) advise **you** how to protect yourself and the **property** immediately;
 - b) organise the **call-out** and **IPA** will pay up to £500 on **your** behalf for the **call-out**, labour, parts, materials and VAT involved to carry out the **emergency** repairs that are immediately necessary to:
 - i) protect **you** against risk to **your** health
 - ii) make the buildings of the **property** safe and habitable.
2. In the event of an **emergency**, an **authorised repairer or contractor** appointed by **us** will carry out an **emergency repair**. **IPA** will not cover any other repair work that may be required in addition to the **emergency repair**, such as: repairs required to avoid the problem re-occurring; or any normal day-to-day maintenance work. For example, a leaking water tank will be drained to alleviate the **emergency** of water escaping through the home but the leaking tank will not be replaced. **IPA** will cover a blocked toilet but not an individual blocked sink. If all sinks are blocked due to a complete drain blockage, this will be covered.

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 70 and 71.

3. The following is not covered under **Section C**:
 - a) repairs to **your** underground water 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);
 - b) any water tap which requires re-washing;
 - c) showers including the shower unit, controls, outlet or shower head;
 - d) a leaking central heating radiator, where **you** are able to turn off the radiator and stop the leak;
 - e) any item not forming part of the internal plumbing and drainage;
 - f) any costs relating to replacement of sanitary ware (e.g. basins and toilet bowls);
 - g) temporarily frozen pipes which have not resulted in confirmed damage;
 - h) external guttering, rainwater downpipes and soakaways;
 - i) swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;

- j) domestic appliances and their associated pipework;
- k) no water or no hot water from **your** hot water taps.

What is covered?

Section D: Underground External Drainage Cover

1. If **you** suffer a complete blockage in **your underground external drains**, **you** should call **us** on the 24 Hour Claims Number set out under the How to Make a Claim heading in this section of the Policy Booklet. **We** will then:
 - a) advise **you** how to protect yourself and the **property** immediately;
 - b) organise the **call-out** and **IPA** will pay up to £500 on **your** behalf for the **call-out**, labour, parts, materials and VAT involved to unblock the damaged section of drain in order for **us** to resolve the immediate **emergency** to leave the drain running clear.
2. **IPA's** liability to pay for such repairs applies:
 - a) to drains and private sewers within the **property** boundary and up to the point at which the pipes enter or go under **your** home;
 - b) to drains on private land outside **your property** boundary and up to the public highway (where **you** have sole responsibility and a legal right of access); and
 - c) to drains in the public highway, where **you** have sole responsibility.
3. In the event of an **emergency**, **we** will arrange for an **emergency repair** to be carried out by an **authorised repairer or contractor**. **IPA** will not cover any other repair work that may be required in addition to the **emergency repair**, such as: repairs required to avoid the problem re-occurring; or to ensure **your** plumbing and drainage system is restored to an adequate functional standard for ongoing use; or any normal day-to-day maintenance work. For example, a blocked drain will be left running clear so as to alleviate the immediate **emergency** but if the drain is required to be re-aligned to avoid the problem re-occurring, this is not covered.

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 70 and 71.

4. The following is not covered under **Section D**:
 - a) shared drainage facilities (sewers) outside the **property** boundary;
 - b) drain clearance where **you** have previously been advised of the need to install access points (e.g. rodding eye, manhole etc.) at **your** cost;
 - c) drains and sewers that do not serve **your property** and for which **you** do not have responsibility;
 - d) vacuum drainage systems;
 - e) cesspits and septic tanks.

What is covered?

Section E: Security

1. If **you** suffer a **security emergency at your property, you** should call **us** on the 24 Hour Claims Number set out under the How to Make a Claim heading in this section of the Policy Booklet. **We** will then:
 - a) advise **you** how to protect yourself and the **property** immediately;
 - b) organise the **call-out** and **IPA** will pay up to £500 including VAT, **call-out**, labour, parts and materials to carry out an **emergency repair**.
2. **Security emergencies** that are covered include:
 - a) broken glazing leaving the **property** unable to be secured. In this event the affected area will be boarded up.
 - b) loss or theft of keys for external doors that leave the **property** unsecured. In this event the **property** will be made secure.

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 70 and 71.

3. The following is not covered under **Section E**:
 - a) the replacement of locks as a result of the theft or loss of keys to the **property**
 - b) the repair or replacement of any intruder or alarms systems;
 - c) damage to external glazing unless it renders the **property** unsafe or insecure;
 - d) any **security emergency** occurring after **your property** has been unoccupied for more than 60 consecutive days.

What is covered?

Section F: Pest

1. If **you** suffer a **pest infestation at your property, you** should call **us** on the 24 Hour Claims Number set out under the How to Make a Claim heading in this section of the Policy Booklet. **We** will then:
 - a) organise the **call-out** and **IPA** will pay up to £500 on **your** behalf for the **call-out**, labour, parts, materials and VAT involved in the professional extermination and control of an infestation of **pests** in the **property**.

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 70 and 71.

2. The following is not covered under **Section F**:
 - a) any pests other than those detailed in the definition of **Pests**.
 - b) infestations known to exist at the insured **property** prior to commencement of this policy;
 - c) any **pest** contamination occurring where the **property** has remained unoccupied for 60 or more consecutive days;
 - d) damage to decorations or to any wall partition or ceiling including wallpaper and paintwork;
 - e) damage to the structure or masonry or fixtures or fittings caused by **pests** directly or indirectly;
 - f) damage to contents caused whilst remedying a **pest** contamination will not be reinstated to the original condition. The technician will advise if any damage is likely to occur;
 - g) any **pest** infestation where **you** have not taken reasonable hygiene measures to prevent a **pest** contamination, where recommendations have previously been made by **us**;
 - h) any claims where **you** have not given reasonable access to the technician to apply appropriate treatments.

General exclusions relating to the this section of the Policy Booklet:

1. The following are also excluded from cover and therefore **IPA** will not be liable for any of the following:
 - a) any item not forming part of the Home Emergency cover as detailed in the 'What is Covered?' headings of this section of the Policy Booklet;
 - b) any event, loss or damage arising from circumstances known to **you** before the insurance began;
 - c) any loss in the event of damage occurring where the **property** has remained unoccupied for 60 or more consecutive days;
 - d) the replacement of items or parts that wear out as a consequence of natural wear and tear over time, gradual deterioration or corrosion, unless stated under what is covered;
 - e) normal day-to-day maintenance of the insured elements covered by the Home Emergency cover set out in this section of the Policy Booklet at **your property**, for which **you** are responsible;
 - f) damage caused to the **property** and/or its contents whilst dealing with a claim will not be reinstated to the original condition. The **authorised repairer or contractor** will advise if any damage is likely to occur;

- g) any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse, or third party interference including any attempted repair or modification to the elements covered by the Home Emergency cover set out in this section of the Policy Booklet, which does not comply with recognised industry standards;
- h) any losses that are indirectly associated with the incident that caused **you** to claim, unless caused by **our** negligence or that of **our** agents. For example, loss of earnings due to time taken off work to deal with the incident will not be covered;
- i) costs incurred where **you** have been informed of the need to complete permanent repairs, remedial work or maintenance to prevent a future incident or emergency. Such work will need to be carried out at **your** expense;
- j) any situation where a specialist contractor is required, e.g. where asbestos is present;
- k) any costs above the maximum amount(s) detailed under 'What is Covered?' **You** are responsible for agreeing and settling these costs directly with the **authorised repairer or contractor**;
- l) 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;
- m) 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.

The Financial Services Compensation Scheme

IPA is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. **You** would be covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Concierge service

The Concierge service is arranged by Tesco Personal Finance (trading as Tesco Bank) and is provided by Ten Lifestyle Management Limited as a benefit of Tesco Finest Home Insurance. Tesco Bank cannot accept responsibility for the availability, quality or standard of advice or service provided nor for any consequences resulting from or arising out of the use of these services apart from in the case of injury and death.

The Concierge service:

As a benefit of your Tesco Finest Home Insurance, you can use the concierge service provided as part of your policy.

Every day, more and more Tesco Finest customers are discovering that they don't need to spend time trawling the internet for the perfect holiday or searching the Yellow Pages for reliable tradesmen. Instead, they can call the concierge team, who take on these sorts of tasks for customers every day.

It's like having a friendly personal assistant on hand to give practical help whenever there is something you don't have the time to do, don't want to do or don't know how to do. With concierge, you can save time to spend on something you really enjoy.

You can phone the concierge team on **0845 303 5847** or email **request@tescofinestconcierge.com** for help in the following areas:

- **Keep the house in order** – from a few odd jobs to serious home improvements, the specialist home team provide reliable recommendations for the tradespeople you need, together with expert tips to get the best possible outcome.
- **Family inspiration** – whether it's things to do with the kids in the holidays, great family days out or birthday party themes, the concierge team comes up with the ideas for you.
- **Travel planner** – for flights, accommodation, package holidays, tailor-made itineraries and even personalised destination guides, the experienced concierge team have the answers.
- **Entertainment access** – the concierge service tracks down the theatre, concert and sports tickets you need, as well as opening the door to sold out and exclusive events.
- **On the road** – the experienced motor team have the contacts and knowledge to help you make informed decisions whether you are buying, selling or repairing a vehicle.

Three good reasons to use the concierge service

1. **Time saving:** you can contact the concierge service anytime, including evenings and weekends, to ask for help with your time consuming tasks so that you get more time to spend on the important things in life.
2. **Peace of mind:** your requests are handled by specialist lifestyle managers with the experience, expertise and contacts needed to get great results for you.
3. **Value for money:** the service is included as a benefit of your Tesco Finest Home Insurance. There are no hidden costs, just a promise that you will only ever pay market rate or less for anything we organise.

Getting started with concierge

- Contact the concierge team by phone or email anytime, including evenings and weekends. The team is available 24 hours a day, 365 days a year.
- The concierge team will happily talk through the service in more detail or get started on your requests straight away.

Terms and conditions of the concierge service

1. This service is provided to policyholders of Tesco Finest Home Insurance in the United Kingdom, the Channel Islands and the Isle of Man only.
2. You will need to provide your surname and your client reference number to place a request with the concierge service.
3. Calls to the concierge service may be recorded for quality and training purposes.
4. Customer details will be held securely in order to fulfil a concierge request and will not be used for any other purpose.
5. Tickets and services sourced by the concierge service are subject to availability.
6. Access to this service lasts for the duration of the Tesco Finest Home Insurance policy and ceases if the policy is cancelled.
7. To make a complaint about the service, you should refer to the complaints procedure laid out for the main policy on page 81.

Tesco Identity Protection Service

The Tesco Identity Protection Service is arranged by Tesco Personal Finance (trading as Tesco Bank) and is provided by Experian Limited as a benefit of Tesco Finest Home Insurance. Tesco Bank cannot accept responsibility for the availability, quality or standard of advice or service provided nor for any consequences resulting from or arising out of the use of these services apart from in the case of injury and death.

Meaning of Words

The following definitions apply to this section of the Policy Booklet.

Identity Protection Service	The online credit monitoring and identity fraud protection service provided by Experian .
Experian	Experian Limited, a UK credit reference agency – appointed by Tesco Bank to administer this Identity Protection Service .
Identity Fraud	The stealing of your personal details – for example by taking information from stolen credit cards, passports or bank statements for the purposes of fraudulently obtaining goods and services. This will only be considered to have happened if Experian agree that you have been a victim of account takeover or application fraud during the period of insurance .
Membership	A subscription by a Tesco Finest Home Insurance policyholder eligible to subscribe to the Identity Protection Service .
Credit Report	Personal record of your current and recent credit commitments such as credit cards, loans and mortgages, your repayment history and other information that helps lenders to avoid fraud and assess the likelihood that you will be able to make repayments. It includes any court judgments made against you and whether or not you have taken out an individual voluntary arrangement (IVA) or been made bankrupt within the previous six years. Other information featured on the credit report are financial associations with others, any aliases you may be known by, details from the electoral roll, any linked addresses and any credit report searches made in the previous 12 months.
You, Your	The first policyholder as shown on your Policy Schedule.
We, Our, Us	Experian Limited.

Tesco Identity Protection Service Summary

The Service provides:

1. Unlimited online access to **your credit report**.
2. Monitoring of **your credit report** information for key changes.
3. Alerts via SMS or e-mail whenever a significant change occurs to **your credit**

report that could be a sign of potential **identity fraud**, allowing you to take quick, preventative action.

4. Advice from a UK based customer helpline team on **0800 597 7223**.
5. Premium fraud resolution service: In the event of **identity fraud**, a personal case handler from **Experian's** Victims of Fraud team will work with **you** to provide **identity fraud** advice, support and assistance until any disputed entries on the **credit report** are resolved.
6. Optional CIFAS Protective Registration to help reduce the risk of **your** identity being used unlawfully to obtain credit or money in **your** name.
7. Online Identity theft and fraud information and advice.
8. Online Risk Assessment Tool, to estimate **your** potential level of risk and the steps **you** can take to help reduce that risk.

Signing up to your Identity Protection Service

In order to activate **your Identity Protection Service** go online to **partner.protectmyid.co.uk/tescofinest**

You can choose to register and sign up for the **Identity Protection Service Membership** by contacting **Experian** on **0800 597 7221**.

When **you** activate this service either online or over the phone **you** will need to provide **your** name and Client Reference Number (as shown on **your** Policy Schedule in the format 0100001/10) to allow **Experian** to validate **you** as a Tesco Finest Home Insurance customer. **You** will then need to complete the activation process in order to become an active member on the **Identity Protection Service**.

Terms and Conditions apply

1. This service is available to Tesco Finest Home Insurance policyholders resident in United Kingdom, Channel Islands and Isle of Man only.
2. **Membership/access** to this service provided by **Experian** lasts for the duration of the Tesco Finest Home Insurance policy. This service will end if **your** Tesco Finest Home Insurance policy is cancelled.
3. Only one **Identity Protection Service Membership** is available per Tesco Finest Home Insurance policy.
4. If **you** have activated **your Identity Protection Service** prior to August 2011 the service will also include the option to purchase an **Experian Credit Score** for £5.95.
5. To make a complaint about the service, **you** should refer to the complaints procedure laid out for the main policy on page 81.

The services provided by Experian

Identity Protection (Credit Monitoring and Identity Fraud Protection)

Your membership of the Service allows you to access **your** online **credit report** whenever you like by visiting: **partner.protectmyid.co.uk/tescofinest/home.aspx**

As a safeguard, in order to access **your Identity Protection Service**, **you** will need to enter the Username and Password **you** created when **you** activated the service.

- Access to this service is subject to **you** satisfactorily completing an application for the service, and to **you** accepting the terms and conditions for the service as part of the application. As part of the application, **Experian** will confirm **your** identity by checking the details **you** provide against details held on databases to which **Experian** has access. A record of this check will be kept and may be used by other organisations for verification and fraud prevention purposes.
- The information contained in **your credit report** is the information that could be taken into consideration by a lender using **Experian** as a credit reference agency. This information will include public information and financial details. **Your Experian credit report** will show **you**:
 - **Your** credit history, both current and past credit accounts closed within the last 6 years, held by **Experian**
 - Any public records such as the electoral roll and court judgments
 - A record of whether **your credit report** has been checked in the last 12 months
- Given that the information provided is current at the time it is produced, please be aware that the value, accuracy and relevance of the information may diminish after it is delivered. Any information delivered to **you** by **Experian** belongs to **Experian**. **You** may not copy, change or in any way commercially exploit any information contained within **your credit report**, including redistributing any such information or removing any copyright or trademark applied to any information or creating a database in electronic or structured manual form by systematically downloading and storing all or any such information.
- The information supplied by **Experian** does not constitute any form of advice, recommendation or endorsement by **Experian** and is not intended to be relied upon by **you** in making (or refraining from making) any specific decision.

Once **you** are an active member of Tesco's **Identity Protection Service** **you** will automatically be registered for a notification service which alerts **you** if **your credit report** is affected by changes that could indicate possible **identity fraud**, for example :

- Addition of a credit account
- A search made on **your credit report**

You can choose to receive **your** notifications by e-mail or SMS.

Confidential Identity Protection Advice Line

If **you** have any concerns about being or becoming a victim of **identity fraud** or questions about **your** service, a confidential advice line is available to assist and advise **you**. Simply call **0800 597 7223** between the hours of 8am and 7pm, Monday to Friday and between the hours of 9am and 5pm, Saturday.

Identity Fraud Resolution Service

If **you** are the victim of **identity fraud**, **you** will have a dedicated fraud caseworker to work with **you** to resolve **your identity fraud** issues.

CIFAS Protective Registration

CIFAS is the UK's Fraud Prevention Service. If **your** passport or driving licence or any other forms of identification or documents with personal information are lost or stolen, or if **you** think **your** identity is being misused, CIFAS Protective Registration may be of assistance to **you** since it helps reduce the risk of **your** identity being used unlawfully to obtain credit or **money** in **your** name.

As part of the **Identity Fraud Resolution Service**, Experian may recommend CIFAS Protective Registration, which is provided free of charge as part of **Your Identity Protection Service**.

General exclusions which apply;

1. Any financial loss or costs **you** incur following the Identity Theft.
2. Advice, support or assistance for **identity fraud** outside the United Kingdom, Channel Islands and Isle of Man.

Data Protection Notice

This notice contains important information about the use of **your** personal information. Please make sure that **you** read this notice carefully. In this notice **we** and **us** and **our** means Tesco Personal Finance plc (trading as Tesco Bank), as well as the Insurer and service provider named in **your** current **Schedule**, and any holding companies, subsidiaries or linked companies. 'Personal information' means any information given to **us** about **you**, by **you** or anyone else in connection with the particular service or product that **we** are providing to **you**.

By taking out Tesco Finest Home Insurance, **you** confirm that **we** may use **your** personal information in the ways outlined in this notice. As the terms of this notice will also apply to anyone else covered by **your** policy, **you** should also show this notice to anyone else whose personal information **you** give to **us** and ensure that **you** have their consent to provide their personal data, including sensitive personal data, where necessary.

Your privacy is very important to **us**. **We** promise to respect and protect **your** personal information and try to make sure that **your** details are accurate and kept up to date. **You** should let **us** know whenever **your** personal details change.

How we use your personal information

We will use personal information which has been given to **us** to manage **your** Insurance Policy, other Tesco Bank products and associated services, including handling underwriting and claims and issuing policy renewal documents to **you**. These activities may involve **us** releasing personal information to other Insurers, regulatory authorities or agents providing services to **us** or on **our** behalf. Some of these agents may be based outside the EEA but **we** will make provision for **your** personal information to be protected whilst being transferred to and processed in these countries.

We may use **your** personal information and the information about **your** use of **our** products and services to carry out research and analysis about **our** products and services, as well as to service **your** needs in connection with **your** policy. **We** may use e-mail, telephone, post or other means to do this.

To assess **your** insurance application and the terms on which cover may be offered **we** may obtain information about **you** from credit reference agencies to check **your** credit status and identity. The agencies will record **our** enquiries. This will not affect **your** credit standing.

Marketing purposes

If **you** would like to change **your** marketing preference please call the Customer Services Line shown on **your** policy documents. **You** may contact **us** at anytime to give notice to stop data being used for marketing purposes.

We may release **your** personal information to others:

1. if **we** need to do this to manage **your** policy with **us** (as set out above)
2. in connection with any research or analysis that **we** are carrying out (as mentioned above)
3. where **we** need to do so in order to prevent fraud (as mentioned below)
4. if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority)
5. in other circumstances where **you** have given **your** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Monitoring and recording calls

We may monitor or record telephone calls to improve **our** service and to detect and prevent fraud.

Sharing information to prevent fraud

We may share information which **we** hold and which has been supplied to **us** in connection with any application for insurance that **you** have made or any insurance policy which **you** have with **us** (including the renewal of any policy which **you** have with **us**) with the Claims and Underwriting Exchange register, run by the Insurance Database Service Limited (IDS Ltd) and other similar databases or fraud prevention agencies established for the same purpose. The aim is to help **us** check information that is given to **us** and to prevent fraudulent claims. When we process **your** request for insurance cover or when you make a claim, we may search these registers. Under the conditions of **your** policy, **you** must tell **us** about any **incident** (such as an accident or theft), whether or not **you** think it is likely to give rise to a claim.

When **you** tell **us** about an **incident**, **we** will pass information relating to that **incident** to these registers.

Dealing with others on your behalf

To help **you** to manage **your** insurance policy, **we** will deal with **you** or **your** husband, wife or civil partner or any other person whom **we** believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy and answer **our** security questions.

Sensitive information

Some of the personal information that **we** ask **you** to provide may be sensitive personal data, as defined by the Data Protection Act 1998. Sensitive personal data may include information relating to **your** health, race, religion and any criminal convictions that **you** have. **We** will only **use** sensitive personal data about **you** for the specific purpose of dealing with **your** policy and to provide the services described in **your** policy documents.

Further information

You are entitled to receive a copy of the information **we** hold about **you**. If **you** would like a copy of **your** information held by an Insurer or service provider listed in **your** **Schedule**, please contact the Data Protection Officer at the relevant address shown on **your** **Schedule**.

If **you** would like a copy of **your** information held by Tesco Bank, please contact the Data Protection Officer for Tesco Bank at the following address:

Freepost RSJB-RYLK-JKUX
Tesco Bank Data Protection Officer
P.O. Box 277
Newcastle Upon Tyne
NE12 2BU

In all cases please give **your** name, address and (if **you** have one) **your** insurance policy number.

You may be charged a small administration fee. Details will be provided at the date of request

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 Finest Insurance policy, **we** will aim to sort it out as quickly and fairly as possible. **We** have the following complaint 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 **0845 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 8 weeks, **you** should 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** Claim complaint or **you** have not received **our** final decision within eight weeks, **you** can write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Following the complaints procedure does not affect **your** legal rights.

Tesco Home Insurance phone numbers

Customer Services Line	0845 674 6666	Lines are open: Monday to Friday 8am-9pm, Saturday 9am-5pm and Sunday 10am-5pm
Household Emergency Helpline	0845 155 2371	Lines are open 24 hours.

We could help you save on other insurance too

Car Insurance	0845 301 0731	Lines are open between 8am and 9pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
Pet Insurance	0845 078 3801	Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
Travel Insurance	0845 293 9474	Lines are open between 8am and 8pm Monday to Friday, 9am to 4pm on Saturdays and 10am to 5pm on Sundays.
Life Insurance	0845 300 7140	Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 4pm on Sundays.
tescobank.com		

Tesco 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.

Tesco Travel Insurance is provided by Ageas Insurance Ltd and DAS Legal Expenses Insurance Company Ltd for Legal Expenses cover. The Financial Failure cover is provided by International Passenger Protection Ltd and is underwritten by a consortium of insurers comprising Europaische, Groupama, Novae and Sagicor.

Tesco Bank Life Insurance is provided by Aviva Life and Pensions UK Limited.

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

For your protection, telephone calls will be recorded and may be monitored.

Tesco Home 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 Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We may monitor and record calls for training purposes to improve the quality of our service and to detect and prevent fraud.

 **Please recycle me**