

**TESCO** Bank

*Home  
Insurance*

# Policy Booklet

Inside you'll find full details  
of your Tesco Bank Home Insurance

[tescobank.com](https://tescobank.com)

*Every little helps*

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# Welcome to your Tesco Bank Home Insurance Policy

Thank you for choosing Tesco Bank Home Insurance. Tesco Bank Home Insurance is arranged by Tesco Personal Finance plc (trading as Tesco Bank), acting on behalf of the insurer specified in **your schedule**. The policy is underwritten by the insurer specified in **your schedule**.

**Our** aim is to provide **you** with peace of mind when it comes to looking after **your** household insurance needs and to make **your** insurance cover clear and easy to understand.

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

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

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

## The contract of insurance

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

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

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

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

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

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

Please check all documents carefully to make sure that they give **you** the cover **you** want.

Thank you for choosing the Tesco Bank Home Insurance policy.

## Meanings of words

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

<b>Accidental damage</b>	Sudden, unexpected and visible damage which has not been caused deliberately.
<b>Administrator</b>	Tesco Personal Finance plc (trading as Tesco Bank) Interpoint Building 22 Haymarket Yards Edinburgh EH12 5BH
<b>Buildings</b>	<p>The <b>main building</b> and any other permanent structure within the boundary of <b>your home</b> including the following:</p> <ul style="list-style-type: none"><li>• fixtures and fittings (including landlord's fixtures and fittings)</li><li>• sheds, greenhouses, conservatories and garages that have permanent foundations or bases</li><li>• permanent swimming pools built of brick, stone or concrete</li><li>• hard tennis courts and permanently fixed hot tubs</li><li>• patios, terraces, drives, paths and carports</li><li>• garden walls, hedges, gates and fences</li><li>• service tanks, drains and septic tanks</li><li>• pipes and cables and central heating fuel storage tanks</li><li>• wind turbines and solar panels permanently fixed to the <b>buildings</b> or ground</li></ul> <p>but excluding:</p> <ul style="list-style-type: none"><li>• tree houses, inflatable structures of any kind or any structure which is made of canvas or any other non-rigid material</li><li>• any other structure that does not have a permanent base.</li></ul>

<b>Contents</b>	Household goods, <b>valuables, home office equipment, money, credit cards, personal possessions</b> , aerials and satellite dishes <b>you, your family</b> or visitors own or are legally responsible for, excluding: <ul style="list-style-type: none"> <li>• motorised vehicles (including parts and accessories) except <b>domestic motorised vehicles</b> and motorbike helmets and motorbike clothing</li> <li>• aircraft including gliders, hang-gliders and microlights</li> <li>• boats, water craft and hovercraft (including parts and accessories)</li> <li>• caravans and trailers (including parts and accessories)</li> <li>• contents belonging to business visitors</li> <li>• any living creature</li> <li>• permanently fitted interior decorations</li> <li>• contents held or used for any profession, business or employment other than <b>home office equipment</b>.</li> </ul>
<b>Contents total replacement value</b>	The cost to replace all of <b>your contents</b> as new as shown in <b>your schedule</b> . If the limit shown in <b>your schedule</b> is not enough, please contact the <b>administrator</b> .
<b>Credit cards</b>	<b>Credit cards</b> , cheque cards, charge cards, debit cards, cash cards and store cards, but not cards held for business purposes.
<b>Domestic motorised vehicles</b>	The following motorised vehicles used in or around the <b>home</b> : <ul style="list-style-type: none"> <li>• domestic garden machinery that does not have to be licensed</li> <li>• wheelchairs and disabled persons' buggies that are not licensed for road use</li> <li>• electrically or mechanically propelled toys, models and golf trolleys controlled by someone on foot.</li> </ul>
<b>Excess</b>	The amount <b>you</b> must pay towards any claim.
<b>Family</b>	Any person who permanently lives with <b>you</b> but not lodgers or any other paying guests.
<b>Heave</b>	The upward or sideways movement of the site on which <b>your buildings</b> are situated caused by swelling of the ground.
<b>Home</b>	The private residence (including the <b>main building</b> and any garages or outbuildings) at the address stated in <b>your schedule</b> , used by <b>you</b> for domestic and <b>home working</b> purposes only.
<b>Home office equipment</b>	Office equipment and furniture within <b>your home</b> related to <b>you</b> or <b>your family's home working</b> .
<b>Home working</b>	Any administrative, clerical, childminding work or any other work agreed by <b>us</b> in writing carried out by <b>you</b> at <b>your home</b> .
<b>Incident</b>	Any event that might lead to a claim.

<b>Landslip</b>	Sudden movement of soil or rocks on a slope or gradual creep of a slope over a period of time.
<b>Main building</b>	The house, bungalow, flat or maisonette which is situated at the <b>home</b> and in which <b>you</b> or <b>your family</b> live.
<b>Maximum claim limit</b>	The most <b>we</b> will pay for any one claim under the relevant section (or its extension) as shown in <b>your schedule</b> . If the limits shown in <b>your schedule</b> are not enough, please contact the <b>administrator</b> .
<b>Money</b>	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 including tickets or gift vouchers for sporting, musical and cultural events and festivals, and not including any items used for business purposes.
<b>Period of insurance</b>	The duration of <b>your</b> contract of insurance as shown in <b>your schedule</b> .
<b>Personal possessions</b>	This covers items that <b>you</b> or <b>your family</b> wear or normally carry around with <b>you</b> including baggage, clothing, jewellery, watches, binoculars, sports equipment, musical and photographic equipment and furs. <b>Personal possessions</b> are included within the meaning of <b>contents</b> within <b>your home</b> where <b>you</b> have not selected the <b>personal possessions</b> cover extension (see page 30). Where <b>you</b> have selected the <b>personal possessions</b> cover extension <b>your personal possessions</b> will be in addition to <b>your contents total replacement value</b> and be covered for loss or damage anywhere in the UK (including within <b>your home</b> ) and for up to 60 days when <b>you</b> are abroad during the <b>period of insurance</b> .
<b>Schedule</b>	This document outlines the cover provided to <b>you</b> , as well as any endorsements and <b>excesses</b> that apply to <b>your</b> policy for the <b>period of insurance</b> . <b>We</b> issue a <b>schedule</b> with each new contract of insurance, when <b>you</b> renew the policy and when <b>we</b> change the policy cover.
<b>Settlement</b>	Downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> within 10 years of construction.
<b>Statement of fact</b>	This document contains information <b>you</b> gave <b>us</b> (including information given on <b>your</b> behalf). <b>We</b> issue a <b>statement of fact</b> with each new contract of insurance, when <b>you</b> renew the policy and when the policy cover is changed.
<b>Specified items</b>	Items that have been individually identified to <b>us</b> and are shown in <b>your schedule</b> .

<b>Subsidence</b>	Downward movement of the site on which the <b>buildings</b> are situated by a cause other than the weight of the <b>buildings</b> themselves.
<b>Terrorism</b>	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.
<b>Unoccupied</b>	Not lived in for more than 60 days in a row. Visits to check on <b>your home</b> do not constitute it being occupied.
<b>Valuables</b>	Jewellery, watches, items of gold, silver and any other precious metal, stamp, coin or medal collections, pictures, other works of art and furs.
<b>Vermin</b>	Rats, mice, squirrels, badgers, pigeons, foxes, bees, wasps and hornets.
<b>We, our, us</b>	The insurer shown on <b>your schedule</b> .
<b>You, your</b>	The person or people named as the policyholder in <b>your schedule</b> .

## If you need to make a claim

(Excluding Home Emergency or Family Legal Guard.)

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

Call the 24-hour UK-based claims telephone number of **your** insurer detailed below. Please check **your schedule** to identify **your** insurer.

- Tesco Underwriting Limited **0845 677 7222**
- AXA Insurance UK plc **0845 366 6487**
- Towergate Underwriting Group Limited **0845 217 0951**

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

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

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

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

# Claims conditions – what you need to do

Take action to protect **the property** from further loss or damage.

Tell the police (ideally within 24 hours) if any property or **money** has been lost or if **you** suspect a loss involves theft, malicious damage or riot.

Report the loss or theft of any **credit card** to the local police and credit card company (ideally within 24 hours) of discovering it has been lost or stolen.

**We** will only ask **you** to provide information and assistance that is relevant to **your** claim. **You** must cooperate with **us** fully in providing such information and assistance.

Not incur any costs without **our** agreement before any work commences.

Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.

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

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

In dealing with any claim under the terms of this policy, either before or after **we** pay **your** claim, **we** may:

- carry out the defence or settlement of any claim and choose the solicitor who will act in any legal action and arrange for payment of any associated costs and/or expenses; and
- take any legal action in **your** name or the name of any other person covered by this policy.

**We** can do any of these in **your** name or in the name of any other person claiming under this policy.

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.

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.

## How we settle your claim

1. **We** will pay for the cost of reinstating, repairing or replacing **your buildings** and/or **contents** which are covered by this policy. **We** will decide whether to pay to reinstate, repair, replace or pay **you** the cash value. Where **we** have offered to repair or replace any item and **you** instead request for **us** to pay a cash value, **we** will not pay **you** more than the amount it would have cost for **us** to repair or replace the item.
2. If damage to the **buildings** covered by this policy is not going to be rebuilt or repaired, **we** will pay **you** whichever is the lowest of:
  - a) the amount by which **the property** has gone down in value because of the damage; or
  - b) the estimated cost of repair.
3. If **your contents total replacement value** shown in **your schedule** is not enough to replace all the **contents in your home** with new items of the same quality and type, **we** may refuse to pay a **contents** claim under this policy or only pay part of a claim.
4. The most **we** will pay for any one claim for **valuables**, bicycles or any other specified item is the **maximum claim limit** shown in **your schedule**. If the **maximum claim limits** are not enough to replace these items with new ones of the same quality and type, **we** may refuse to pay a claim under these sections of cover or only pay part of a claim.
5. **We** will not pay for the cost of replacing any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
6. **We** will not pay for any drop in the market value of **your buildings** and/or **contents** resulting from reinstating, repairing or replacing that has been carried out as a result of an **incident**.
7. **We** may appoint an approved supplier to act on **our** behalf. **We** may use **our** approved supplier to further validate **your** claim and provide a quotation, repair or replacement where appropriate.
8. **Your contents total replacement value** will not be reduced as a result of **us** paying a claim.
9. Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your schedule**.
10. If **you** are insured for **your buildings** and **your contents** under the same policy, **we** will deduct all applicable compulsory and voluntary **excesses** if **you** make a claim under both covers for the same **incident**. Please refer to **your schedule** to see applicable **excesses**.
11. All **our** repairs are guaranteed for one year.
12. If **your buildings** have not been kept in a good state of repair, **we** may deduct from any payment an appropriate amount in respect of the poor condition of **your buildings** prior to the **incident** for which **you** are claiming.

# Exclusions that apply to your policy

(Excluding Home Emergency or Family Legal Guard.)

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

**You** are not covered for:

- loss or damage caused by wear and tear or reduction in value;
- loss or damage caused by restoring, altering, dyeing, repairing, dismantling or misusing;
- loss or damage caused by moths, **vermin**, insects, parasites, woodworm, rot, fungus or poisoning;
- loss or damage caused in connection with **your** trade, business or profession, other than loss or damage to **home office equipment**;
- loss or damage caused by faulty workmanship, faulty materials or faulty design (other than in respect of **your** liability as the owner of **the property**);
- loss or damage that would not have arisen if there had not been a failure to deal with existing damage which **you** should have noticed and/or where there has been an unreasonable delay in starting to deal with the damage;
- loss or damage that happened before this policy came into force;
- loss or damage more specifically covered by another policy of insurance; and
- any criminal or deliberate act by **you** or **your family**.

**We** will not pay for:

- any loss or damage which results from the **incident** that caused **you** to claim, except as specifically provided for under this policy;
- any expense, legal liability, loss or damage to property directly or indirectly caused by **terrorism**;
- loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
  - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
  - property being confiscated or detained by customs or other officials;
  - pressure waves caused by aircraft and other flying objects travelling at any speed;
  - ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel; or
  - 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; and
- any costs **you** incur in preparing any claim under this policy.

## When your home is unoccupied

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

# Policy conditions

## 1. Changes you must tell us about

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

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

Please contact **our** customer services line immediately if **you** are in any doubt that the information contained within **your statement of fact** and **schedule** is correct and up to date to ensure that **you**, and any other individual covered by **your** policy, continue to have the full protection of **your** policy.

Some examples of changes **you** must tell about are as follows:

- change of address;
- change of occupation;
- additions to, or increases in the value of, **your contents, valuables** or jewellery;
- **your home** becoming, or **you** intending for **your home** to become, **unoccupied**;
- **you** plan to let or rent out **your home**;
- **you** plan to use the **home** for any business use, with the exception of childminding and clerical work;
- planned building work; and
- **you** or any person usually living with **you** has any unspent criminal convictions, has been declared bankrupt and/or has any unsatisfied County Court judgements.

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

## 2. Cancelling the policy

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

**You** may cancel **your** policy any time after the cooling-off period by notifying the **administrator**. **We** will refund any premium paid for the remaining **period of insurance**, less any **administrator's** cancellation charge, as long as **you** have not made any claim in the current **period of insurance**.

**We** or the **administrator** can cancel this policy at any time, for a valid reason or if there are serious grounds to do so, by sending **you** 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.

## 3. Preventing loss

**You** must take steps to:

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

## 4. Automatic renewal

Automatic renewal saves **you** the worry of remembering to renew **your** policy before it ends. If **you** have chosen, and **we** have accepted, for **your** policy to renew automatically, the **administrator** 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.

## 5. Rights of third parties

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

## 6. The law and language that applies

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

# Buildings cover

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

What is covered	What is not covered*
<p><b>Your buildings</b> are covered for loss or damage arising as a result of the insured <b>incidents</b> listed in the sections below.</p>	<p>The total <b>excess</b> shown in <b>your schedule</b> for every claim.</p> <p>Any amount above the individual limit shown on <b>your schedule</b>.</p>
1. Fire, lightning, explosion or earthquake.	1. Singeing, scorching or melting.
2. Smoke.	2. Damage caused by smoke that happens gradually over a period of time.
3. Riot, civil commotion, labour disputes or political disturbances.	3. Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.
<p>4. Collision with the <b>buildings</b> by any of the following:</p> <ul style="list-style-type: none"> <li>• vehicles, aircraft or other flying objects or anything dropped from them;</li> <li>• wild animals, birds or insects;</li> <li>• telegraph poles and lamp posts;</li> <li>• falling branches or trees;</li> <li>• falling satellite dishes, masts, aerials or security equipment; and</li> <li>• wind turbines and solar panels.</li> </ul>	<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 <b>your buildings</b>.</p> <p>Damage caused by cutting down all or part of a tree.</p> <p>Loss or damage to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels.</p>
5. Storm or flood.	<p>5. Loss or damage:</p> <ul style="list-style-type: none"> <li>• to gates, hedges or fences;</li> <li>• that does not arise from one identifiable <b>incident</b> which directly and immediately caused the loss or damage; or</li> <li>• caused by <b>subsidence, heave or landslip</b> (this damage is covered by section 9).</li> </ul>
6. Theft or attempted theft.	<p>6. Theft or attempted theft:</p> <ul style="list-style-type: none"> <li>• by <b>you</b> or any member of <b>your family</b>;</li> <li>• when <b>your home</b> is occupied by someone who is not a member of <b>your family</b> unless forcible and violent entry is used to get into <b>your home</b>; or</li> <li>• when <b>your home</b> is <b>unoccupied</b>.</li> </ul>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

What is covered	What is not covered*
7. Vandalism or malicious acts.	7. Vandalism or malicious acts caused: <ul style="list-style-type: none"> <li>• by <b>you</b> or any member of <b>your family</b>;</li> <li>• when <b>your home</b> is occupied by someone who is not a member of <b>your family</b> unless forcible and violent entry is used to get into <b>your home</b>; or</li> <li>• when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
8. Water or oil escaping from any fixed domestic water or heating installation, including underground drains and pipes or from any domestic appliance.	8. Loss or damage: <ul style="list-style-type: none"> <li>• when the <b>home</b> is <b>unoccupied</b>;</li> <li>• that happens gradually over a period of time;</li> <li>• to the fixed domestic water or heating installation;</li> <li>• caused by <b>subsidence, heave or landslip</b> (this damage is covered by section 9); or</li> <li>• if the water or heating installation is outside or in a stand alone outbuilding.</li> </ul>
9. <b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b> .	9. Loss or damage: <ul style="list-style-type: none"> <li>• to the <b>buildings</b> or their foundations by <b>settlement</b>, unless the <b>settlement</b> is caused by <b>subsidence</b> of the site on which the <b>buildings</b> stand;</li> <li>• to the <b>buildings</b> or their foundations because the materials they are built from shrink or expand;</li> <li>• caused by the sea or river wearing away the land;</li> <li>• caused by the <b>buildings</b> being demolished, altered or having structural repairs carried out;</li> <li>• to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of the <b>building</b> are damaged at the same time and by the same <b>incident</b>;</li> <li>• 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 <b>main building</b> is damaged at the same time and by the same <b>incident</b>; or</li> <li>• for which compensation is provided by legislation or contract.</li> </ul>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

What is covered	What is not covered*
<p>10. Plumbing Installation.</p> <p><b>We</b> will pay for damage to any part of the plumbing installation in the <b>buildings</b> caused by freezing or bursting.</p>	<p>10. Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by rust or corrosion;</li> <li>• if the water or heating installation is outside or in a stand alone outbuilding; or</li> <li>• caused when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p>11. Service pipes and cables.</p> <p>The cost of repairing <b>accidental damage</b> to underground drains, pipes, cables and tanks which <b>you</b> are legally responsible for and which provide services to and from <b>your home</b>.</p>	
<p>12. Trace and access.</p> <p><b>We</b> will pay the costs <b>you</b> 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>12. The costs <b>you</b> have to pay if the heating installation is outside or in a stand alone outbuilding.</p>
<p>13. Locks on outside doors.</p> <p><b>We</b> will pay the cost of replacing and fitting locks on outside doors of any of the <b>buildings</b> if:</p> <ul style="list-style-type: none"> <li>• <b>your</b> keys are lost outside the <b>home</b> or are stolen; or</li> <li>• they are damaged inside the <b>home</b> by an <b>incident</b> insured under this cover.</li> </ul>	
<p>14. Fees and clearance costs.</p> <p><b>We</b> will pay the following expenses when rebuilding or repairing the <b>buildings</b> as a result of damage covered by this cover:</p> <ul style="list-style-type: none"> <li>• architects', surveyors', consultants' and legal fees;</li> <li>• the cost of clearing the site and making it and the <b>buildings</b> safe; or</li> <li>• clearing drains, demolishing, shoring or propping up the <b>buildings</b>.</li> </ul>	

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

What is covered	What is not covered*
<p>15. Local Authority requirements.  <b>We</b> will pay any costs to keep to any Government or Local Authority requirement for rebuilding or repairing the <b>buildings</b> as a result of damage insured under this cover.</p>	<p>15. Costs where <b>you</b> had already been told about the requirement before the damage happened.</p>
<p>16. Alternative accommodation and rent.  <b>We</b> will pay the rent that <b>you</b> would have received or are responsible for paying while the <b>buildings</b> cannot be lived in as a result of damage insured under this section.  <b>We</b> will also pay the costs of alternative accommodation for <b>you, your family</b> and <b>your</b> domestic pets if the <b>buildings</b> cannot be lived in because of damage insured by this cover.</p>	
<p>17. Cover when selling <b>your home</b>.  If <b>you</b> are selling <b>your home</b> the buyer will be covered under this section up to the date the sale completes.</p>	<p>17. If <b>your home</b> is insured under another policy.  Cover does not apply after the sale has completed.</p>
<p>18. Emergency access to <b>buildings</b>.  <b>We</b> will pay for damage to <b>your buildings</b> caused by the emergency services if they cause damage while getting into <b>your home</b> to deal with an emergency.</p>	
<p>19. Emergency access to gardens.  <b>We</b> will pay for damage to <b>your</b> trees, shrubs, plants and lawns caused by the emergency services if they cause damage while getting into <b>your home</b> to deal with an emergency.</p>	
<p>20. Glass and sanitary ware permanently fitted to <b>your home</b>.  <b>We</b> will pay for accidental breakage to:</p> <ul style="list-style-type: none"> <li>• fixed glass in windows, doors and roofs;</li> <li>• fixed ceramic hobs;</li> <li>• fixed sanitary fittings in <b>your home</b>; and</li> <li>• solar panels.</li> </ul>	<p>20. Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by scratching or denting.</li> <li>• caused when <b>your home</b> is <b>unoccupied</b>; or</li> <li>• to window or door frames.</li> </ul>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

What is covered	What is not covered*
<p>21. Plants in the garden.</p> <p><b>We</b> will pay for loss or damage to trees, shrubs, plants and lawns that <b>you</b> own, while in the open and within the boundaries of <b>your home</b>, as a result of loss or damage insured under sections 1 to 9 of this cover.</p>	<p>21. Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by gradually operating causes such as light or atmospheric conditions;</li> <li>• caused by frost and/or snow;</li> <li>• caused by smoke and bonfires;</li> <li>• caused by domestic animals or pets; or</li> <li>• caused when <b>your home</b> is <b>unoccupied</b>.</li> </ul> <p>Vandalism or malicious acts caused by <b>you</b> or any person lawfully allowed to be in <b>your home</b>.</p>
<p>22. Repair of sewer pipe.</p> <p><b>We</b> will pay for the cost of getting into and repairing the pipe between the main sewer and <b>your home</b> if it is blocked. Please note that the maintenance and repair of the sewer pipe may be the responsibility of the local water and sewage company.</p>	
<p>23. <b>Your</b> liability as the owner of the property.</p> <p><b>We will</b> pay all amounts <b>you</b> or a member of <b>your family</b> (as owners of the <b>home</b>) legally have to pay for causing:</p> <ul style="list-style-type: none"> <li>• accidental death or bodily injury; and/or</li> <li>• accidental loss of or damage to property owned by a third party;</li> </ul> <p>which occurs as a result of an accident within the boundary of the <b>home</b> during the <b>period of insurance</b>, or which occurs at any time as a result of faulty work carried out by <b>you</b> or <b>your family</b> at the <b>home</b> during the <b>period of insurance</b>. Any claim arising as a result of faulty work must be notified to <b>us</b> within seven years from the date <b>your</b> policy ends or is cancelled.</p> <p>If <b>you</b> die, <b>we</b> will extend the cover <b>you</b> would have received under this section to <b>your</b> legal representatives provided they observe the terms and conditions of this policy.</p>	<p>23. Any amount for death or bodily injury to <b>you</b>, <b>your family</b> or any domestic employee.</p> <p>Any amount for loss or damage to property owned by <b>you</b>, leased, let, rented, hired, lent or entrusted to <b>you</b>.</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• any lift (other than a stairlift) <b>you</b> own or <b>you</b> are responsible for maintaining;</li> <li>• any deliberate or malicious act;</li> <li>• occupation of any land or building;</li> <li>• using the <b>home</b> for any business, trade, profession or employment; or</li> <li>• any agreement unless <b>you</b> would have had that liability without the agreement.</li> </ul> <p>This section will not apply if <b>your</b> liability is covered by another insurance policy.</p>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

# Buildings optional cover – Accidental damage

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

What is covered	What is not covered*
24. <b>Accidental damage to your buildings.</b>	24. Any <b>incident</b> already covered in a building section or anything listed as not covered under <b>buildings</b> cover. Loss or damage: <ul style="list-style-type: none"><li>• caused by gradually operating causes such as light or atmospheric conditions;</li><li>• caused by mechanical or electrical faults or breakdowns;</li><li>• caused by domestic animals or pets;</li><li>• when <b>your home</b> is <b>unoccupied</b>;</li><li>• caused by the effects of chemicals; or</li><li>• caused by frost.</li></ul> The cost of maintenance and routine redecorating.

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

# Contents cover

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

What is covered	What is not covered*
<p><b>Your</b> and <b>your family's contents</b> are covered for loss or damage arising as a result of the insured incidents listed in the sections below when they are:</p> <ul style="list-style-type: none"> <li>• in the <b>buildings</b>; and</li> <li>• in the open but within the boundary of the <b>home</b>.</li> </ul>	<p><b>Money</b> and <b>valuables</b> in the open but within the boundary of the <b>home</b>. The total <b>excess</b> shown in <b>your schedule</b> for every claim. Any amount above the individual limit shown on <b>your schedule</b>.</p>
1. Fire, lightning, explosion or earthquake.	1. Singeing, scorching or melting.
2. Smoke.	2. Damage caused by smoke that happens gradually over a period of time.
3. Riot, civil commotion, labour disputes or political disturbances.	3. Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.
<p>4. Collision with the <b>buildings</b> by any of the following:</p> <ul style="list-style-type: none"> <li>• vehicles, aircraft or other flying objects or anything dropped from them;</li> <li>• wild animals, birds or insects;</li> <li>• telegraph poles and lamp posts;</li> <li>• falling branches or trees;</li> <li>• falling satellite dishes, masts, aerials or security equipment; and</li> <li>• wind turbines and solar panels.</li> </ul>	<p>4. Loss or damage caused by domestic animals or pets. The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged <b>your contents</b>. Damage caused by cutting down all or part of a tree. Loss or damage to the aerials, aerial fittings, satellite dishes or masts, wind turbines and solar panels.</p>
5. Storm or flood.	<p>5. Loss or damage:</p> <ul style="list-style-type: none"> <li>• to gates, hedges or fences;</li> <li>• that does not arise from one identifiable <b>incident</b> which directly and immediately caused the loss or damage; or</li> <li>• caused by <b>subsidence, heave or landslip</b> (this damage is covered by section 9).</li> </ul>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

## What is covered

## What is not covered\*

6. Theft or attempted theft.

6. Theft or attempted theft:

- by **you** or any member of **your family**;
- when **your home** is occupied by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**;
- when **your home** is **unoccupied**;
- by deception other than deception used solely to enter into **your home**; or
- of **money** and **valuables** from garages and outbuildings.

7. Vandalism or malicious acts.

7. Vandalism or malicious acts caused:

- by **you** or any member of **your family**;
- when **your home** is occupied by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**;
- when **your home** is **unoccupied**; 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:

- when the **home** is **unoccupied**;
- that happens gradually over a period of time;
- to the fixed domestic water or heating installation;
- caused by **subsidence, heave** or **landslip** (this damage is covered by section 9); or
- if the water or heating installation is outside or in a stand alone outbuilding.

9. **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

9. Loss or damage:

- caused by the sea or river wearing away the land;
- caused by the **buildings** being demolished, altered or having structural repairs carried out;
- caused by faulty construction or design of the **buildings** or their foundation; or
- for which compensation is provided by contract or legislation.

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

What is covered	What is not covered*
<p>10. Plants in the garden.</p> <p><b>We</b> will pay for loss or damage to trees, shrubs, plants and lawns that <b>you</b> own, while in the open and within the boundaries of <b>your home</b>, as a result of loss or damage insured under sections 1 to 9 of this cover.</p>	<p>10. Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by gradually operating causes such as light or atmospheric conditions;</li> <li>• caused by frost and/or snow;</li> <li>• caused by smoke and/or bonfires;</li> <li>• caused by domestic animals or pets; or</li> <li>• when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p>11. <b>Contents</b> temporarily removed from <b>your home</b>.</p> <p><b>Your contents</b> are covered for loss or damage insured under sections 1 to 9 of this cover when they are temporarily removed from <b>your home</b> and kept in another building.</p> <p>These items must be within the UK and will only be covered away from <b>your home</b> for up to 90 days in any 12 month period.</p>	<p>11. Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by theft or attempted theft from a building unless there are visible signs that forcible and violent entry was used to get into or out of the building;</li> <li>• caused by theft or attempted theft from a hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging unless there are visible signs that forcible and violent entry was used to get into or out of the room;</li> <li>• to any item kept in a furniture depository or with a storage company;</li> <li>• to any item taken out of <b>your home</b> to sell, display or exhibit;</li> <li>• from a caravan, mobile home or motor home; or</li> <li>• to any <b>contents</b> not in a building.</li> </ul>
<p>12. <b>Contents</b> at university/college.</p> <p><b>We</b> will pay for loss or damage covered under this section to <b>contents</b> belonging to, or which are the responsibility of, <b>you</b> or a member of <b>your family</b> when they are in halls of residence or any other term time accommodation in the UK where <b>you</b> or a member of <b>your family</b> are living whilst attending college, university or boarding school as a result of loss or damage insured under sections 1 to 9 of this cover.</p>	<p>12. Loss of <b>money</b>.</p> <p>Loss or damage caused by theft, attempted theft, malicious damage or vandalism unless there is evidence that forcible and violent entry took place.</p> <p>Loss or damage to any <b>contents</b> not in halls of residence or any other term time accommodation in the UK.</p>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

## What is covered

13. Fixed glass, ceramics and mirrors.

**We** will pay for accidental breakage in **your home** to:

- fixed glass in mirrors;
- fixed glass in furniture, pictures or ornaments;
- glass tops to furniture; or
- ceramic hobs and ceramic tops in free-standing cookers.

14. Home entertainment equipment.

**We** will pay for **accidental damage** to:

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

15. Alternative accommodation and rent.

**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.

**We** will also pay the costs of 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 cover.

16. Metered oil and metered water.

**We** will pay for accidental loss of metered oil or water in domestic heating systems.

## What is not covered\*

13. Loss or damage caused by scratching or denting.

14. Loss or damage:

- caused by gradually operating causes such as light or atmospheric conditions;
- caused by scratching or denting;
- caused by mechanical or electrical faults or breakdowns;
- caused by computer viruses;
- to hand-held games consoles;
- to digital cameras, video camera and any recording or digital imaging equipment that is primarily designed to be handheld; or
- to mobile phones, smart phones and hand held multi-media players such as MP3/4 players.

16. Loss while the **home** is **unoccupied**.

Loss of metered oil/water outside or in a stand alone outbuilding.

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

What is covered	What is not covered*
<p>17. Locks on outside doors.</p> <p><b>We</b> will pay the cost of replacing and fitting locks on outside doors of any of the <b>buildings</b> or to any safe or alarm system in <b>your home</b> if:</p> <ul style="list-style-type: none"> <li>• <b>your</b> keys are lost outside the <b>home</b> or are stolen; or</li> <li>• they are damaged inside the <b>home</b> by an <b>incident</b> insured under this cover.</li> </ul>	
<p>18. Religious festival increase.</p> <p><b>Your contents total replacement value</b> is increased by the individual limit shown on <b>your schedule</b> during the month of <b>your</b> religious festival to cover the gifts and extra drink and food bought for the religious festival.</p> <p>If <b>you</b> make a claim for religious festival increase, <b>you</b> cannot also make a claim for the same <b>incident</b> under wedding and civil partnership gifts and/or birth and adoption increase.</p>	
<p>19. Wedding and civil partnership gifts.</p> <p><b>Your contents total replacement value</b> is increased by the individual limit shown on <b>your schedule</b> for 4 weeks before and 4 weeks after <b>your</b> or any member of <b>your family's</b> wedding day or civil partnership ceremony day, to cover the gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, <b>we</b> will insure the gifts against loss or damage when they are:</p> <ul style="list-style-type: none"> <li>• in <b>your home</b>;</li> <li>• in the building where the wedding reception or civil partnership reception is held; or</li> <li>• being transported between <b>your home</b> and the reception.</li> </ul> <p>If <b>you</b> make a claim for wedding and civil partnership gifts increase, <b>you</b> cannot also make a claim for the same <b>incident</b> under religious festival increase and/or birth and adoption increase.</p>	

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

## What is covered

## What is not covered\*

20. Birth and adoption increase.

**Your contents total replacement value** is increased by the individual limit shown on **your schedule** for 4 weeks before and 4 weeks after the birth of or adoption of a child to any member of **your family**.

21. Household removal.

**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 UK. This includes while they are being temporarily kept in a furniture depository or with a storage company for up to 72 hours.

21. Loss or damage to china, glass or other fragile items.

Loss of **money**, jewellery and watches.

22. Legally downloaded information.

**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.

22. Loss or damage caused by computer viruses.

Loss or damage caused by anything **you** have downloaded illegally or from illegal websites.

23. Frozen foods.

**We** will pay the costs of replacing food spoiled in any freezer or fridge in **your home** caused by:

- a rise or fall in temperature; or
- contamination by refrigerant or refrigerant fumes.

23. Loss or damage caused by:

- **your** power supply being cut off by the electricity supplier; or
- a strike, a lockout or an industrial dispute.

Loss or damage when **your home** is **unoccupied**.

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

## What is covered

24. Occupier's and personal liability.

**We** will pay all amounts **you** or a member of **your family** legally have to pay for causing:

- accidental death or injury; or
- accidental loss of or damage to property; which is caused by an accident happening during the **period of insurance** and arising:
  - from **your** occupation (but not ownership) of the **buildings**; or
  - in a private role not connected with owning the **buildings**.

If **you** die, **we** will extend the cover **you** would have received under this section to **your** legal representatives provided they observe the terms and conditions of this policy.

## What is not covered\*

24. Death or injury suffered by **you**, **your family** or a domestic employee.

Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to **you** or **your family**.

Liability arising out of owning, using or possessing any:

- motorised vehicles, except **domestic motorised vehicles**;
- 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.

Injury or damage arising from:

- 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.

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

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

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

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

## What is covered

### 25. Employer's liability.

**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**.

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.

### 26. Tenant's liability.

**We** will cover **you** for **your** legal liability as a tenant for all amounts **you** have to pay for:

- damage to the structure of **your home**, or to the landlord's fixtures, fittings and interior decorations, caused by the sections 1 to 9 under **contents** cover 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.

## What is not covered\*

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.

26. Loss or damage excluded under any of sections 1 to 9 of **contents** cover.

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

What is covered	What is not covered*
<p>27. Liability of others.</p> <p><b>We</b> will pay the unpaid amount of any damages and costs awarded to <b>you</b> for compensation for bodily injury or damage to property.</p> <p>This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p><b>We</b> will pay the amount if:</p> <ul style="list-style-type: none"> <li>(a) <b>you</b> have not received full payment within three months of the date of the award; and</li> <li>(b) the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands; and</li> <li>(c) <b>you</b> would have had a valid claim under section 24 of this policy if the award had been made against <b>you</b>; and</li> <li>(d) there is not going to be an appeal. <p>After <b>we</b> have made a payment, <b>we</b> may enforce <b>your</b> rights against the person who should have made the payment.</p> <p>In this case, <b>we</b> will keep any amounts <b>we</b> get back.</p> </li></ul>	

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

# Contents optional cover – Accidental damage

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

What is covered	What is not covered*
28. <b>Accidental damage to your contents.</b>	28. Any event already covered or anything listed as not covered under the <b>contents</b> cover sections 1-13 and 15-23. Loss or damage: <ul style="list-style-type: none"><li>• caused by gradually operating causes such as light or atmospheric conditions;</li><li>• caused by mechanical or electrical faults or breakdowns;</li><li>• caused by domestic animals or pets;</li><li>• caused by computer viruses;</li><li>• caused by frost;</li><li>• when <b>your home</b> is <b>unoccupied</b>;</li><li>• to bicycles;</li><li>• to corneal or contact lenses;</li><li>• to <b>money</b>;</li><li>• to food and drink;</li><li>• to documents and securities such as share or bond certificates; or</li><li>• to clothing, including furs (apart from motorbike helmets and motorbike clothing).</li></ul>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

# Contents optional cover – Personal possessions

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

What is covered	What is not covered*
<p><b>Your or your family's personal possessions, money, credit cards</b> and mobile phones are covered for loss, theft and damage anywhere in the UK (including in <b>your home</b>) and for up to 60 days when <b>you</b> and/or <b>your family</b> are abroad in any <b>period of insurance</b>.</p>	<p>The total <b>excess</b> shown in <b>your schedule</b> for every claim.</p> <p>Any amount above the <b>maximum claim limit</b> shown on <b>your schedule</b>.</p> <p>Items used for business and professional purposes (unless it is a portable item within the definition of <b>home office equipment</b>).</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"> <li>• there is evidence that forcible and violent entry took place;</li> <li>• the item is concealed in a glove or boot compartment; and</li> <li>• all access points to the vehicle are closed and locked.</li> </ul> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;</li> <li>• caused by scratching, denting, cleaning or washing;</li> <li>• caused by domestic animals or pets;</li> <li>• to sports equipment when it is being used;</li> <li>• to bicycles;</li> <li>• to reeds, strings, bridges or drum skins of musical instruments;</li> <li>• to crowns, caps or fillings in teeth;</li> <li>• to dentures while being used for eating;</li> <li>• to corneal or contact lenses;</li> <li>• to china or glass (except spectacles);</li> <li>• to documents and securities such as share or bond certificates;</li> <li>• to motor vehicles, trailers, caravans, boats or the accessories or associated equipment belonging to any of these (apart from motorbike helmets and motorbike clothing);</li> <li>• to portable televisions, car audio or car audio-visual equipment and car phones;</li> <li>• to household goods or furniture;</li> <li>• to camping equipment;</li> <li>• to plants, shrubs or trees growing in the garden; or</li> <li>• to animals.</li> </ul> <p>Mechanical or electrical faults or breakdowns.</p>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

## Contents optional cover – Specified items

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

What is covered	What is not covered*
<p><b>Your and your family's specified items</b> (that are individually listed in <b>your schedule</b>) are covered for loss, theft and damage anywhere in the UK (including in <b>your home</b>) and for up to 60 days when <b>you</b> and/or <b>your family</b> are abroad in any <b>period of insurance</b>.</p>	<p>The total <b>excess</b> shown in <b>your schedule</b> for every claim. Any amount above the <b>maximum claim limit</b> shown on <b>your schedule</b>.</p> <p>Items used for business and professional purposes (unless it is a portable item within the definition of <b>home office equipment</b>).</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"><li>• there is evidence that forcible and violent entry took place; and</li><li>• the item is concealed in a glove or boot compartment; and</li><li>• all access points to the vehicle are closed and locked.</li></ul> <p>Loss or damage:</p> <ul style="list-style-type: none"><li>• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;</li><li>• caused by gradually operating causes such as light or atmospheric conditions;</li><li>• caused by scratching or denting;</li><li>• caused by cleaning and washing;</li><li>• caused by domestic animals or pets;</li><li>• to sports equipment when it is being used;</li><li>• to bicycles; or</li><li>• to reeds, strings, bridges or drum skins of musical instruments.</li></ul> <p>Mechanical or electrical faults or breakdowns.</p>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

# Contents optional cover – Bicycles

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

What is covered	What is not covered*
<p><b>You</b> and <b>your family's</b> bicycles (listed in <b>your schedule</b>) are covered for loss, theft or damage anywhere in the UK and for up to 60 days when <b>you</b> and/or <b>your family</b> are abroad in any <b>period of insurance</b>.</p>	<p>The total <b>excess</b> shown in <b>your schedule</b> for every claim. Any amount above the <b>maximum claim limit</b> shown on <b>your schedule</b>.</p> <p>Bicycles <b>you</b> do not keep at the <b>home</b> when not in use.</p> <p>Theft or attempted theft of an unattended bicycle away from the <b>home</b> unless the bicycle is either:</p> <ul style="list-style-type: none"><li>• in a locked building; or</li><li>• immobilised by a security device.</li></ul> <p>Loss or damage:</p> <ul style="list-style-type: none"><li>• caused by gradually operating causes such as light or atmospheric conditions;</li><li>• caused by scratching or denting;</li><li>• while a bicycle is being used for racing, pacemaking, trials or testing;</li><li>• to tyres, accessories or removable parts of a bicycle, unless the bicycle is lost or damaged at the same time; or</li><li>• to any bicycle that has been fitted with motorised assistance of any kind.</li></ul> <p>Mechanical breakdown.</p> <p>Cuts, bursts or punctures to tyres.</p>

\*Should be read in conjunction with the general exclusions covered on pages 10 and 11.

## 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 90% of any claim with no upper limit. For further information see [www.fscs.org.uk](http://www.fscs.org.uk) or telephone **0800 678 1100** or **0207 741 4100**.

# Family Legal Guard

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

## Household Legal Insurance Policy

### Claims Helpline

**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 pages 41-43 of this policy booklet.

### Introduction

Thank you for choosing Family Legal Guard – Household Legal Insurance (referred to as Family 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. Family Legal Guard is arranged by Tesco Personal Finance plc (trading as Tesco Bank), and is underwritten by Ageas Insurance Limited.

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

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

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

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

\*Family cover includes **you** and any member of **your** family normally living at **your** main address (please see policy definition of **insured** for full details).

**Family 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.

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

### **Employment disputes**

Family 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**

Family 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**

Family 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**

Family 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**

Family 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. Family Legal Guard also covers **you** and any member of **your** family for the defence of a motoring prosecution.

### **Inheritance disputes**

Family 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**

Family 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, Family 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** Family 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.

Family 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** Family Legal Guard policy will be administered by:  
B4 Claims™ Limited, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

## Contract of Insurance

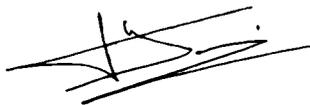
This section of the policy booklet forms a contract of insurance between **you** and **us**.

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



François-Xavier Boisseaur – CEO, Insurance

## 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** 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. However unless it is cancelled within the 14-day cooling-off period there will be no refund in premium. 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 Judgement 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 Bank 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 hearings 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 and 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 47.

### 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 employee's 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 to:

1. defending any dispute other than defending a counter claim
2. 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 and 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 and 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) ionizing 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](http://www.fscs.org.uk)** or by calling on **0800 678 1100** or **0207 741 4100**.

Family Legal Guard is arranged and administered by Tesco Personal Finance plc, trading as Tesco Bank. All claims made under Family 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 and regulated by the Financial Services Authority. They are both contained on the FSA register with registration numbers as follows:

Ageas Insurance Ltd – 202039.

Tesco Personal Finance plc – 186022.

# Home Emergency cover

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

## Introduction

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 Membership Ltd (**HomeServe**). IPA is authorised by The National Bank of Belgium and is regulated by the Financial Services Authority (**FSA**) 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 in Section C.

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.

If **you** have any queries, please call the **administrator** on the customer services number 0845 674 6666.

A. How do I make a claim?	B. Policy coverage	C. Policy information
	<ul style="list-style-type: none"><li>• Internal plumbing and drainage</li><li>• External drainage</li><li>• Electrical emergency</li><li>• Security</li><li>• Pest</li><li>• Gas central heating breakdown</li><li>• Electrical heating breakdown</li><li>• Oil fired central heating Breakdown</li></ul>	<ul style="list-style-type: none"><li>• General definitions</li><li>• General exclusions</li><li>• General conditions</li><li>• Creating access</li><li>• Your contracts</li><li>• Compensation scheme<ul style="list-style-type: none"><li>– Duration</li><li>– Cancellation</li><li>– The law that applies to this policy</li></ul></li></ul>

## A. How do I make a claim?

1. If an incident occurs at **your property**, which is covered by **your policy**, please call the claims number on **0845 850 0350** and **we** will arrange for the incident to be dealt with in accordance with the terms and conditions of **your policy**.
2. Claims must be made by **you** or a person calling on **your** behalf. Please call **us** as soon as **you** are aware of the **incident**. **We** will not be able to cover the costs of any work where the work, or the person carrying out the work, has not been authorised by **us** in advance.
3. Please have **your** policy number ready when **you** call. The **engineer** may also ask to see **your Policy Schedule** when he/she arrives at **your property**.

## B. Policy coverage

### Internal plumbing and drainage

#### Cover definitions

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

#### What is covered

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

#### Examples of claims covered

- Blocked toilet
- Leaking pipe
- Leaking soil vent pipe
- Blocked waste pipe
- Leaking toilet
- Leaking internal stop tap
- A total blockage to all sinks
- Drain down and isolate a leaking cold water tank/hot water cylinder

#### Claims limit

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

#### Hotel accommodation

- If **your** home is uninhabitable for more than 48 hours as a result of a claim under this section of **your** policy, **we** will reimburse **you** for hotel costs (room only) up to £200. This is in addition to the **claims limit**.

## Internal plumbing and drainage (continued)

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

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

### Additional Information

For repairs to **your** underground supply pipe outside **your property**, **your** water company may provide this service subject to their terms and conditions and **you** should refer to them for details.

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

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

## External drainage

### Cover Definitions

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

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

## External drainage (continued)

### What is covered

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

#### Examples of claims covered

- Total blockage to an external underground drainage pipe
- Total collapse of an external underground drainage pipe

#### Claims limit

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

#### Hotel accommodation

- If **your** home is uninhabitable for more than 48 hours as a result of a claim under this section of **your** policy, **we** will reimburse **you** for hotel costs (room only) up to £200. This is in addition to the **claims limit**.

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

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

#### Additional Information

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

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

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

## Electrical emergency

### Cover Definitions

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

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

### What is covered

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

#### Examples of claims covered

- **Breakdown** of fuse box
- Lost power to circuit
- Permanent damage to the domestic electrical wiring caused by a power cut

#### Claims limit

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

#### Hotel accommodation

- If **your** home is uninhabitable for more than 48 hours as a result of a claim under this section of **your** policy, **we** will reimburse **you** for hotel costs (room only) up to £200. This is in addition to the **claims limit**.

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

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

# Security

## Cover Definitions

**Security incident:** damage to external doors and windows that leave **your property** unsecure.

### What is covered

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

#### Examples of claims covered

- Boarding up broken glazing in order to make **the property** secure
- Repair of a garage door to make **the property** secure
- Making **the property** secure in the event of loss of keys for external doors that are **your** responsibility

#### Claims limit

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

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

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

#### Additional Information

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

## Pest

### Cover Definitions

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

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

### What is covered

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

#### Examples of claims covered

- Contamination by pests inside **your property** including an attached garage/ outbuilding that are **your** responsibility
- Wasps/hornets nests in the garden

#### Claims limit

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

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

- |  |   |
|--|---|
| a) non covered pests (e.g. ants, cockroaches, bedbugs, fleas, spiders, flies, birds, bees);                                  | c) any pest contamination where <b>you</b> are not able to confirm to <b>us</b> the type of pest concerned;   |
| b) rats and/or mice outside <b>the property</b> e.g. non-permanent structures, greenhouses, sheds or communal/ shared areas; | d) any damage caused by pests;  |
|  | e) any pest infestation where <b>you</b> have not taken reasonable hygiene measures to prevent a pest contamination, where recommendations have previously been made by <b>us</b> . |

### Additional Information

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

## Gas central heating breakdown

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

### Cover Definitions

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

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

### What is covered

A **breakdown** of **your** boiler and/or system. Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the relevant part or parts of **your** boiler and/or system.

#### Examples of claims covered

- A **breakdown** of the boiler and/or system
- Replace heat exchanger
- Replace boiler zone valve
- Repair motorised valves
- Drain down and isolate leaking water tanks, radiators and hot water cylinders

#### Claims limit

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

## Gas central heating breakdown (continued)

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

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

### Additional Information

**Beyond Economical Repair** – If upon making a claim **your** boiler is deemed to be **beyond economic repair**, the **underwriter** will pay an amount towards the cost of a new boiler. If **your** existing boiler is less than 6 years old **we** will pay **you** £250 including VAT. If **your** boiler is between 6 and 10 years old **we** will pay **you** £100 including VAT. As soon as **we** declare **your** boiler **beyond economic repair**, **we** will no longer be able to cover **your** boiler and/or system. **Your** whole policy will continue without gas central heating **breakdown** cover.

# Electrical heating breakdown

## Cover Definitions

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

### What is covered

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

#### Examples of claims covered

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

#### Claims limit

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

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

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

## Oil fired heating breakdown

### Cover Definitions

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

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

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

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

### What is covered

A **breakdown** of the boiler and/or system. Claims will be dealt with by a **HomeServe** approved oil engineer who will repair or replace the relevant part or parts of **your** central heating system.

#### Examples of claims covered

- A **breakdown** of the boiler and/or system
- Loss of water pressure within the boiler due to a fault with a boiler
- Drain down and isolate radiators
- Repair or replacement of fire safety valves
- Repair or replacement of motorised valves

#### Claims limit

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

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

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

### Additional Information

**Beyond Economical Repair** – If upon making a claim **your** boiler is deemed to be **beyond economic repair**, the **underwriter** will pay an amount towards the cost of a new boiler. If **your** existing boiler is less than 6 years old **we** will pay **you** £250 including VAT. If **your** boiler is between 6 and 10 years old **we** will pay **you** £100 including VAT. As soon as **we** declare **your** boiler **beyond economic repair**, **we** will no longer be able to cover **your** central heating system. **Your** whole policy will continue without oil fired central heating cover.

## C. Policy information

### General Definitions

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

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

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

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

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

**Emergency/ies:** sudden and unforeseen damage to something in **your property** covered by **your** policy, which immediately:

- a) exposes **you** to a risk to **your** health; or
- b) creates a risk of loss of or damage to **your property**; or
- c) makes the buildings uninhabitable.

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

**FSA:** Financial Services Authority

**HomeServe:** The company chosen to handle Home Emergency Cover claims is HomeServe Membership Limited, Fulwood Park, Preston PR2 9NZ. Registered in England, No 02648297. **HomeServe** is responsible for appointing an authorised agent/engineer

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

**Property:** the private home, garage and domestic outbuildings (excluding sheds, greenhouses, non-permanent structures) within **the property** boundary at the address shown on **your Policy Schedule**. The extent of **your property** will be that which is wholly within **your** control and **you** are wholly responsible for. In the case of a policy which is for a flat, **the property** is defined as the area within **your property** boundary, excluding the communal or service duct areas.

**Underwriter:** the company **we** have chosen to provide the insurance cover on **your** policy. For this policy it is: Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which has a branch office in the UK regulated by the **FSA** (FSA register number 202664). IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Registered No. FC008998.

**We/us/our:** HomeServe, its authorised agents and engineers, unless otherwise stated.

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

## General Exclusions

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

- a) any item not forming part of **your** policy coverage as detailed in 'What is Covered?';
- b) any event, loss or damage arising from circumstances known to **you** before **your** policy start date;
- c) any costs/activities in excess of the **claims limit** or any other limit specified in 'What is Covered?'. **You** are responsible for agreeing and settling these costs directly with the **engineer**;
- d) any losses caused by any delays in obtaining spare parts and any losses as a result of an incident covered by this policy other than those direct costs expressly covered by this policy, unless caused by **our** negligence or that of **our** agents and suppliers, including the failure to search all of **our** stockists for a spare part.
- e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall;
- f) any replacement or permanent repair of an item where the defect or failing is covered under warranty. The emergency or temporary repair will still be carried out where possible;
- g) instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines;
- h) any defect, damage or **breakdown** caused by malicious or wilful action, negligence, misuse or third party interference, including any attempted repair or modification to the elements covered by this policy, which does not comply with British Standards;
- i) the costs of any work carried out by **you** or persons not authorised by **us** in advance;
- j) any parts not supplied by **us** (**HomeServe** use standard replacement parts). **Our engineer** is able to fit suitable alternative parts supplied by **you** at the time of the visit (so long as it is covered within the claim and policy coverage);
- k) normal day-to-day maintenance of the items covered by **your** policy at **your property**, for which **you** are responsible;

- l) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- m) any loss in the event of damage occurring where **the property** has remained unoccupied for 60 or more consecutive days;
- n) any loss arising from subsidence, heave of the site or landslip caused by:
  - bedding down of new structures;
  - demolition or structural repairs or alterations to **the property**;
  - faulty workmanship or the use of defective materials;
  - river or coastal erosion;
- o) any loss or damage arising as a consequence of:
  - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
  - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;
- p) unless specifically mentioned under ‘What is covered?’, loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to **the property**, for example a power cut to your neighbourhood;
- q) any investigative work, where the incident which caused **you** to claim has already been resolved;
- r) The following are not covered;
  - i) pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves,
  - ii) water softeners,
  - iii) waste disposal units, macerators
  - iv) cesspits, septic tanks and any outflow pipes;
  - v) vacuum drainage systems;
  - vi) swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
  - vii) ground, air and water source heat pump systems
  - viii) power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).

## General Conditions

### Creating access

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

## Your contracts

### Your contract with the insurer

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

### Compensation Scheme

Both IPA and **HomeServe** are covered by the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers if **we** or the **underwriter** are unable to meet **our** liabilities. **You** may be entitled to compensation in these circumstances depending on the details of any claim. If entitled to compensation **you** would be covered for 90% of the claim, without any upper limit. Further information about the scheme arrangement is available from the FSCS.

## Duration

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

## Cancellation

**You** have a 14 day cooling-off period from the receipt of **your** policy booklet to cancel cover. To exercise **your** right to cancel during the cooling-off period please contact the **administrator** 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. However unless it is cancelled within the 14 day cooling-off period there will be no refund in premium. 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, for a valid reason or if there are serious grounds to do so, by giving **you** seven days' written notice to **your** last known address. 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**.

## 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.

# 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 Bank 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 any time 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 or detect crime, including fraud. When **we** process **your** request for insurance cover or when **you** make a claim, **we** may search these registers. If **you** give inaccurate details or fraud is suspected this may be shared with fraud prevention agencies, and may also be used by other organisations to make decisions about **you** and others in **your** household on credit, insurance (including claims), debt tracing, and to prevent crime. If such companies suspect fraud, **we** will share **your** relevant personal information with them. **We** may research, collect and use data about **you** from publically available sources, including social media and networking sites. **We** may use this data for the purposes of fraud detection and prevention. 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** or if **you** would like to receive further details of the fraud prevention and other databases **we** access or contribute to, 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 Bank 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** 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 Bank Home Insurance phone numbers

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

## We could help you save on other insurance

<b>Car Insurance</b>	<b>0845 301 0731</b>	Lines are open between 8am and 9pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
<b>Pet Insurance</b>	<b>0845 078 3801</b>	Lines are open between 8am and 8pm Monday to Friday, 9am to 5pm on Saturdays and 10am to 5pm on Sundays.
<b>Travel Insurance</b>	<b>0845 293 9474</b>	Lines are open between 8am and 8pm Monday to Friday, 9am to 4pm on Saturdays and 10am to 5pm on Sundays.
<b>Breakdown Cover</b>	<b>0845 878 7231</b>	Lines are open between 8am and 9pm Monday to Friday, 8.30am to 5pm on Saturdays and 10am to 4pm on Sundays.
<b>Health Insurance</b>	<b>0845 605 2901</b>	Lines are open between 8am and 8pm Monday to Friday, and 9am to 5pm on Saturdays.
<b>Dental Insurance</b>	<b>0845 604 0263</b>	Lines are open between 8am and 8pm Monday to Friday, and 9am to 5pm on Saturdays.

**tescobank.com**

Tesco Car Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and are underwritten by a select range of insurers.

Tesco Pet Insurance is arranged, administered and underwritten by Royal & Sun Alliance Insurance plc.

Tesco Travel Insurance is provided by Ageas Insurance Ltd. The Financial Failure cover is provided and administered by International Passenger Protection Ltd and underwritten by Groupama Insurance Company Ltd and certain underwriters at Lloyd's, London.

Tesco Breakdown Cover is administered and underwritten by RAC Motoring Services and/or RAC Insurance Limited.

Tesco Health Insurance and Tesco Dental Insurance are provided by AXA PPP Healthcare 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.

Tesco Bank Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and are underwritten by a select range of insurers. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH. Authorised and regulated by the Financial Services Authority. For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.

