



# Here's Your Tesco Standard Home Insurance Policy

## Welcome to Tesco Standard Home Insurance

Thank you for choosing Tesco Standard Home Insurance. This policy booklet gives full details of Your cover and should be read along with Your schedule and proposal confirmation.

If You have any questions about Your policy, please call Us on the number shown in the schedule.



### Bright ideas

Look out for Our bright ideas to help You make Your Home more secure and protect Your belongings.

# Your Tesco Standard Insurance Policy

This policy is evidence of the contract between Us, namely UK Insurance Limited and You, namely Our Policyholder.

We will provide insurance for those sections shown in the schedule during any Period of Insurance and under the conditions set out in this Policy.

Read the Policy, the schedule and any Endorsement as one document. Any word or expression which has a particular meaning will have the same meaning wherever it may appear.

This contract is based on the information You have given Us and included in the proposal confirmation and declaration forms. You must tell Us about any change in this information as soon as possible, otherwise You may not be covered.

Under European law, You and We may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

UK Insurance Limited is authorised and regulated by the Financial Services Authority.

**Please read Your Policy and schedule carefully and keep them safe.**

To help You to understand Your Policy –

This policy will provide insurance for:

Your Home – You should refer to pages 4-13, 16-19, Option 1 Home Insurance 20-46 and 64-67

OR

Your Let Property – You should refer to pages 4-19, Option 2 Landlord's Insurance 47-63 and 64-67. Endorsement 2265 or 3273 will appear on Your schedule stating clearly that You have selected Landlord's Insurance.

Head Office: UK Insurance Limited, The Wharf, Neville Street, Leeds LS1 4AZ.

## Important Information

### Your Right to Cancel

If this does not meet Your needs, please return all Your documents within 14 days of receiving them to: Customer Services Department, Tesco Home Insurance, The Wharf, Neville Street, Leeds LS1 4AZ. We will return any premium You have paid as long as no claims have been made during that time.

### How to make a claim

To make a claim, phone 0845 300 6600

### How to Complain

If You need to complain, please call Us on Our priority number 0845 300 6600. If Your complaint is about a claim, contact Your claims handler whose details will be shown in Your claims documents.

If You want to complain in writing, send Your letter to one of the following:

- For complaints about claims, the Customer Relations Department, Tesco Home Insurance, Cote Lane, Pudsey LS28 5GF.
- All other complaints to the Customer Relations Department, Tesco Home Insurance, The Wharf, Neville Street, Leeds LS1 4AZ.

If We cannot resolve the differences between You and Us, You may refer Your complaint to the Financial Ombudsman Service (FOS). The address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800.

### Call monitoring and recording

We may monitor and record telephone calls in order to improve our service and to prevent and detect fraud.

### Details about Our Regulator

We are authorised and regulated by the Financial Services Authority. You can visit the Financial Services Authority's website, which includes a register of all regulated firms at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register). Or You can phone the Financial Services Authority on **0845 606 1234**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

### Meeting Your Needs

We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs.

# Your Information

## Who We are

Tesco Home Insurance is arranged by Tesco Personal Finance plc (TPF) and is underwritten by UK Insurance Limited (UKI).

You are giving Your information to UKI and TPF. UKI is a member of the Royal Bank of Scotland Group (The Group). TPF is part of the Tesco Group. In this Information statement 'We' 'Us' and 'Our' refers to UKI and TPF unless otherwise stated.

For information about RBS Group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please telephone 0131 556 8555 or Textphone 0845 900 5960. If you would like further information about Tesco Group please visit [www.tesco.com](http://www.tesco.com).

## Your electronic information

If You contact Us electronically, We may collect Your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by Your service provider.

## How We use Your information and who We share it with

We will use Your information to manage Your insurance policy, including underwriting and handling claims. This may include giving it to other insurers, third party underwriters and reinsurers.

Your information comprises of all the details We hold about You and Your transactions and includes information obtained from third parties.

We may use and share Your information with other members of the Group to help Us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand Our customers' requirements; and
- develop and test products and services.

We do not disclose Your information to anyone outside the Group except:

- where We have Your permission;
- where We are required or permitted to do so by law;
- to fraud prevention agencies and other companies that provide a service to Us or You;
- or
- where We may transfer rights and obligations under this agreement.

We may transfer Your information to other countries on the basis that anyone to whom We pass it provides an adequate level of protection. However, such information may be assessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations. From time to time We may change the way We use Your information. Where We believe You may not reasonably expect such a change We will write to You. If You do not object to the change within 60 days, You consent to that change.

## Sensitive Information

Some of the personal information We ask You for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal information about You or others except for the specific purpose You provide it for and to provide the services described in Your policy documents.

You will have been asked to agree to this when You called but please make sure You only provide Us with sensitive information about other people with their agreement.

## Dealing with other people

It is Our policy to deal with Your husband, wife or partner who calls Us on Your behalf, as long as they are named on the policy. If You would like someone else to regularly deal with Your policy on Your behalf please let Us know. In some exceptional cases We may also deal with other people who call on Your behalf, with Your permission. If at any time You would prefer Us to deal only with You, please let Us know.

## Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies.

Law enforcement agencies may get access to and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims; and
- Checking details of job applicants and employees.

We, and other organisations that may use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies We use if You would like a copy of Your information held by them. Please contact Us at the address below. The agencies may charge a fee.

If You would like a copy of the information We hold about You, please write to:  
The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley, Kent, BR1 1DP quoting Your reference. You may need to pay a fee.

If You would like a copy of the information TPF hold about You, please write to  
The Data Protection Officer, Risk Team, Tesco Personal Finance, The Forthstone, 56 South Gyle Crescent, Edinburgh, EH12 9LE.

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## How to make a claim

Here are a few simple steps to follow if You need to make a claim:

### Emergency repairs

Emergency repairs should be carried out immediately if they will prevent further loss or damage, for example replacing a damaged lock after a break-in or repairing a burst pipe.

Please keep any receipts for these repairs as they will form part of Your claim. Don't forget that the 24 Hour Household Emergency Helpline on 0845 303 0012 is available to help You.

### Non-urgent repairs

If the repairs are not urgent You should get at least two estimates and forward these to Us.

If any items are lost or damaged beyond repair then You should provide evidence of value for these, for example a valuation or purchase receipt – this will help Us to deal with Your claim more quickly.

If possible retain damaged property until We inspect it or settle Your claim.

### How to claim

To make a claim, ring Us to see if Your claim is covered by the policy. If it is We'll register it straight away. If Your claim is for a small amount, We may be able to settle it straight away.

For some large claims, covering a lot of damage or a big loss, We'll ask one of Our property insurance advisers or a loss adjuster to visit Your Home to advise You.

We have a number of approved suppliers and specialists who will carry out repairs and replace damaged items.

You can get full details of how We settle claims in the policy section of this booklet.

### Involving the Police

You should tell the Police immediately of any loss involving deception, theft, malicious acts or riots or if any property has been lost outside the home.

### If a claim is being made against You

If a claim is being made against You for damage or injury please check Claims Condition 3 on page 12 of this Policy book.

### Helpful numbers

**To make a claim call 0845 300 6600.**

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

24 Hour Emergency Helpline 0845 303 0012

## Home Repair Network

Tesco Standard Home Insurance includes a Home Repair Network Service. The network includes a database of honest and reputable tradesmen. We'll try to deal with Your claim quickly, find the right people for the job and liaise with them directly.

We only use vetted builders and We sort all the costs out directly with them. Any work performed by Our builders on Your house is guaranteed for 12 months.

## Claims Conditions

### 1 Reporting a Claim

When You find out about the possibility of a claim under this policy, You must tell Us as soon as possible.

### 2 Loss or Damage Claims

For any loss or damage claim You must do the following:

- a) at Your expense provide Us with any information and evidence We ask for including written estimates and proof of ownership or value.
- b) Immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion or if any property has been lost outside Your Home or Let property.

### 3 Liability Claims

For any liability claim You must:

- i) send Us any letter, claim, writ or summons in connection with the claim or potential claim as soon as You receive it; and
- ii) not admit, deny, negotiate or settle a claim without Our written consent.

### 4 Abandonment

You cannot abandon any property to Us.

### 5 Enforcing Your Rights

You, or anyone else claiming under this policy must not admit to any claim, promise any payment or refuse any claim without Our written consent. If We want to, We can take over and conduct in Your name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for Our own benefit to recover any payment We have made under this policy. We shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give Us all the information and assistance necessary for them to achieve a settlement.

### 6 Other Insurances

If there is any other insurance covering the same loss, damage or liability We will only pay Our share of any claims.

# Conditions precedent to liability which apply to all sections of Option 2 Landlord's Insurance only

## Reference Checks

It is a Condition Precedent to Our liability that:

- 1) Prior to the grant of the tenancy:
  - i) A written tenancy agreement concerning the Let Property duly signed by all parties is in force;
  - ii) All relevant and necessary statutory pre-grant notices are served in the correct form on the tenants; and
  - iii) You make all relevant and necessary searches to ensure that within the last five years the tenant has had no county court judgments or sheriff court decrees lodged against their name and has not been declared bankrupt. You will provide Us with all relevant and necessary searches upon request.
- 2) The Let Property is not let as Student Accommodation.
- 3) You obtain three satisfactory references including an employer referee (unless retired), a financial referee e.g. a bank employee, and one other referee, all of whom have known the Resident for at least 2 years.
- 4) You ensure that all statutory requirements are complied with regarding the issue and service of notice of intention to take proceedings against a Resident.
- 5) You ensure that all statutory and/or pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice.



### Help with flood or storm damage claims

If Your Home is affected by flood or storm, We can help manage the consequences.

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

## Conditions precedent to liability which apply to all sections of Option 2 Landlord's Insurance only continued

6) You keep clear, up to date rental records for all periods of cover noted in the schedule.

The Reference Checks must be made available to Us in the event of a claim arising under the Landlord's Legal Protection cover.

### Inventory

It is a Condition Precedent to Our liability that:

- 1) You must prepare a detailed inventory of the Contents of Your Let Property prior to granting a tenancy. The inventory must contain a description and value for each item and space for comments as to its condition. The inventory must be countersigned by Your Resident at the time that they take possession of the Let Property.
- 2) You must conduct an inspection of the Contents with reference to the inventory at regular intervals of not less than 6 months and update the inventory;
- 3) You must conduct an inspection of the Contents with reference to the inventory on the day of the Residents departure and before they vacate the Let Property. The inventory must then be countersigned by the Resident, prior to their departure.

The up to date inventory must be made available to Us in the event of a claim arising under Option 2 Landlord's Insurance under Section 2 Contents, including claims arising from the Landlord's Legal Protection cover.

## Conditions which apply to the whole Policy

- 1 Policy Terms and Conditions  
You and any other person entitled to benefit under this policy must keep to its terms, conditions and Endorsements.
- 2 Preventing Loss  
You must take all reasonable steps to:
  - a) prevent any loss, damage or accident; and
  - b) maintain the insured property in good condition and repair.
- 3 Cancellation
  - a) You may cancel the Policy by giving Us written notice. We will refund any premium paid for the remaining Period of Insurance, less Our cancellation charge as shown in Your schedule, as long as You have not made any claim in the current Period of Insurance.
  - b) We may cancel the policy by sending seven days' written notice to You at Your last-known address. We will refund any premium paid for the remaining Period of Insurance, as long as You have not made any claim up to the date of cancellation.

## Conditions which apply to the whole Policy continued

### 4 Payment of Premium

- a) If You do not pay a premium on time, We will assume that You intend to cancel the policy and cover under this policy will end from the date the payment was due.
- b) If You are paying Your premium by instalments, and We pay a claim under Your policy, You must pay the premium outstanding up to the end of Your policy period. If You don't, We can take the amount You owe Us from any claim We pay.

### 5 Automatic Renewal

When Your policy is due for renewal, We may offer to renew it for You automatically – this saves You the worry of remembering to call Us before the policy ends. If We offer to do this for You, We 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 Our customer priority line on 0845 300 6600 to let Us know.

### 6 Fraud

If any claim or part of a claim is fraudulent or false, the Policy will be cancelled and all cover under it will end

### 7 Changes that may affect Your cover

You must tell Us as soon as possible if there are any changes that may affect Your insurance, such as the following:

- a) If You change the address where You normally live;
- b) If any work is being done to Your Home or Let Property other than routine maintenance or decoration;
- c) If You or any member of Your Family is prosecuted for or convicted of any offence (excluding motoring offences);
- d) If You let Your Home out to tenants or a lodger moves in; and
- e) If Your Home or Let Property is used for business purposes or as a holiday home.

We may then reassess Your cover and premium either immediately or at Your next renewal date depending on the information You have provided.

Note. The list above does not set out all changes You must tell Us about. If You are not sure whether a change may affect Your cover, contact Us anyway.

Policy amendments resulting in a premium adjustment may be subject to an amendment charge.

### 8 Number of bedrooms

You must tell Us if the number of bedrooms in Your Home or Let Property changes from what is shown in the Proposal Confirmation.

### 9 People involved in this contract

This contract is between You and Us. No one else has any rights they can enforce under this contract, except those they have by law. The Contract (Rights of Third Parties).

## Exclusions which apply to the whole Policy

This policy does not cover claims arising from the following:

### 1 Radioactive Contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by, arising from or contributed to by:

- a) Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

### 2 War Risks

Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, or similar event.

### 3 Sonic Bangs

Loss or damage caused by pressure waves from aircraft or other flying objects travelling at or above the speed of sound.

### 4 Existing Damage

Any loss or damage that happened before cover started.

### 5 Failure of computers and electrical equipment

Damage or loss directly or indirectly due to:

- a) any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date; or
- b) Computer viruses.

### 6 Pollution or Contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leakage from any fixed heating installation or from any domestic appliance in Your Home or Let Property during the Period of Insurance.

### 7 Terrorism

Any expense, legal liability or any loss of or damage to property directly or indirectly caused by terrorism.

Terrorism is defined as any person or people, whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

### 8 Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately or wilfully by any member of Your Family, paying guest or tenant.

# Your Consumer Credit Agreement

## Your right to cancel Your Consumer Credit Agreement

If You have chosen to pay by instalments, We will send You a Consumer Credit Agreement. You can cancel this within 14 days of receiving it. If You would like to cancel the consumer credit agreement, please call Us on 0845 300 6600 or write to Us at the address shown in Your documents. We will refund any premium You have paid as long as no claim has been made. If a claim has been made, We will take any unpaid instalments from the amount We paid to settle Your claim.

If You do not cancel the Consumer Credit Agreement within 14 days, You must continue to pay the instalments for Your Policy. If You don't, We will cancel Your cover and end the Consumer Credit Agreement.

Note: if You cancel Your Consumer Credit Agreement, You can continue to be covered under Your Policy as long as You pay the full premium. Otherwise, cover under Your Policy will also end.

## Other Important Information about Your Consumer Credit Agreement

If You have a complaint about Your Consumer Credit Agreement, read the 'How to Complain' section on page 5.

You can end Your Consumer Credit Agreement at any time. However, if You want Your cover under the policy to continue, You must pay the premium for the rest of the Period of Insurance. If You decide to cancel Your cover under the policy, all cover will end from the date Your first unpaid instalment was due.

We can end Your Consumer Credit Agreement if You fail to pay any instalment by the date it is due. For full details see Your Consumer Credit Agreement.

Other taxes or costs not charged by Us or paid through Us may apply to Your Consumer Credit Agreement.

English law will apply to Your Consumer Credit Agreement and disputes will be referred to the English courts.

We have supplied Your Consumer Credit Agreement and other information in English and We will continue to communicate with You in English.

# OPTION 1 Home Insurance

## Section 1 – Buildings Cover

### A Loss or Damage

We will pay for loss of or damage to the Buildings caused by:

- 1 Fire, Lightning, Explosion or Earthquake
- 2 Smoke  
But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.
- 3 Riot, Civil Commotion, Labour Disputes or Political Disturbance
- 4 Collision with the Buildings by any moving object from outside Your Home  
But not loss of or damage to hedges, gates or fences by falling trees or branches.
- 5 Storm or Flood  
But not:
  - a) loss of or damage to hedges, gates or fences; or
  - b) loss or damage caused by frost.



### Minimising flood impact

No one wants to think about the possibility of flooding. But there are things that You can do to protect Your Home and possessions.

- ✓ Listen to local radio and TV for severe weather warnings.
- ✓ The Environment agency has a Flood line service available throughout the UK.
- ✓ If your home is in an area at risk of flooding, or you would like information on what to do in the event of a flood, call the Environment Agency on 01276 454 725 or go online at [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk).
- ✓ Should your area be given a warning, move as much furniture and items as possible to a higher level. Lift furnishings off the ground.
- ✓ Placing sandbags by external doors will reduce the flow of water into the property.



## Section 1 – Buildings Cover continued

### 6 Theft or Attempted Theft

But not:

- a) loss or damage by any paying guest or tenant; or
- b) after Your Home has been Unoccupied for more than 60 days in a row.

### 7 Vandalism or Malicious Acts

But not:

- a) loss or damage by any paying guest or tenant; or
- b) after Your Home has been Unoccupied for more than 60 days in a row.

### 8 Water or oil escaping from any fixed water or heating installation, including underground drains and pipes or from any domestic appliance.

But not:

- a) after Your Home has been Unoccupied for more than 60 days in a row; or
- b) loss or damage caused by subsidence, heave or landslip that results from the escaping water.

### 9 Subsidence or Heave of the site on which the Building of Your Home stands, or Landslip

But not:

- a) loss or damage caused by:
  - i) the sea or river wearing away the land;
  - ii) the Buildings being demolished, altered or having structural repairs carried out; or
  - iii) faulty design of, faulty workmanship on or, faulty materials used in the Buildings.
- b) loss of or damage to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of Your Home are damaged at the same time and by the same cause.
- c) loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless Your Home, an outbuilding or garage is damaged at the same time by the same cause.
- d) the amount of the “Subsidence” Excess shown in the schedule which applies to any claim for subsidence, heave or landslip.

## B Extra Cover

### 1 Plumbing Installation

We will pay for damage to any part of the plumbing installation in Your Home caused by freezing or bursting.

But not:

- a) plumbing that is outside or in an outbuilding;
- b) loss or damage due to rust, corrosion or wear and tear; or
- c) loss or damage after Your Home has been Unoccupied for more than 60 days in a row.

## Section 1 – Buildings Cover continued



### Preventing frozen pipes

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

- ✓ Make sure tanks and pipes especially within the loft are in good condition and well lagged.
- ✓ If going away during the winter months maintain central heating at a moderate level.
- ✓ In the event of a burst pipe, turn off the stopcock (usually found underneath the sink, below the stairs or cellar) and call our 24 Hour Household Emergency Helpline on 0845 303 0012 who will be able to help.

#### 2 Service Pipes and Cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which You are legally responsible for and which provide services to or from Your Home.

#### 3 Glass and Sanitary Ware

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary fittings in Your Home.

But not:

- a) breakages caused by any paying guest or tenant or;
- b) after Your Home has been Unoccupied for more than 60 days in a row.

#### 4 Fees and Clearance Costs

We will pay for:

- a) Chartered architects', surveyors', consultants' and legal fees, which We consider are necessary to rebuild Your Home after damage covered under this section but not fees for preparing any claim under the policy.
- and
- b) the costs of clearing the site and making it and the Buildings safe after damage covered under Section 1

If We agree that the fees and costs are necessary to repair or rebuild the Buildings after damage covered under this Section 1.

#### 5 Local Authority Requirements

We will pay for the extra cost of rebuilding or repairing the damaged part of the Buildings only if this is necessary to keep to any government or local authority requirement after damage covered under Section 1.

But not if You had been told about the requirement before the damage happened.

## Section 1 – Buildings Cover continued

### 6 Alternative Accommodation and Rent

If Your Home is not fit to be lived in after damage covered under Section 1, on top of any other amount We pay under Section 1, We will pay the following:

- a) if You live in Your Home, the extra cost of reasonable alternative accommodation for You, Your Family and Your domestic pets.
- b) if You rent out Your Home, the rent You would have received but have lost.

We will not pay more than £25,000 in total

### 7 Cover when selling or buying a home

- a) If You are selling Your Home the buyer will be covered under Section 1 up to the date the sale completes unless the Buildings are insured by another policy.
- b) If You are buying another property to live in, Your new property will be covered under Section 1 for up to three months from the date contracts are exchanged or, in Scotland, the date Your offer is accepted.

But not:

- a) if the property is insured under another policy;
- b) after the sale or purchase has completed; or
- c) for more than the amount insured for Section 1.

### 8 Emergency Entries

We will pay for damage to the Buildings caused when the fire brigade, the police or the ambulance service have to make a forced entry because of an emergency to You or Your Family.

The most We will pay for a claim will be £1,000.

### 9 Trace and Access

We will pay for the cost of removing and replacing any part of the Buildings to find and repair the source of any water escaping from tanks, pipes, equipment or fixed heating system in the Buildings. We will not pay the cost of any loss or damage to Your household heating or water system itself.

We will not pay more than £5000 for any one incident.

### 10 Locks on outside doors

We will pay the reasonable cost of replacing and fitting locks to the outside doors of Your Home if the keys to Your Home have been lost or stolen.

If You claim for this under Section 1 – Buildings You cannot also claim under Section 2 – Contents of this Policy.

## C Accidental Damage – Optional Extra

This cover only applies if the schedule shows that “Accidental Damage” is included in Section 1 – Buildings Insurance.

## Section 1 – Buildings Cover continued

### 1 Accidental Damage

We will pay for accidental damage to the Buildings.

But not:

a) damage caused by:

- i) any paying guest or tenant;
- ii) domestic pets;
- iii) Uninsurable Risks; or
- iv) faulty design, faulty workmanship or faulty materials.

b) damage by a cause listed in or specifically excluded in Paragraph A of this Section 1.

c) the cost of maintenance and routine redecorating.

d) the first £25 of any claim plus the Excess shown in the schedule.

### 2 Repair of Sewer

We will pay for the cost of getting into and repairing the pipe between the main sewer and Your Home if it is blocked.

We will not pay more than £1,000.

### 3 Squatters

We will pay for:

- a) legal fees We agree to in writing for evicting squatters from Your Home and
- b) the cost of reasonable alternative accommodation for You, Your Family and Your domestic pets while Your Home is occupied by squatters.

We will not pay more than £10,000.

## D Inflation Protection

The sum insured shown in the schedule for Buildings cover may be adjusted in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another suitable index.

If the sum involved changes, the premium at renewal will be based on the new sum insured shown in Your renewal schedule.

## E Basis of Settling Claims

1 We will pay for the cost of rebuilding or repairing the part of the Buildings which is damaged by any cause insured under this Section 1.

We will not take off any amount for wear and tear as long as, at the time of the damage, the Buildings were in a good state of repair.

## Section 1 – Buildings Cover continued



### Maintaining Your Home

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

- ✓ Check guttering and drainage for signs of blockages. Use a cover over drains to keep out leaves etc.
- ✓ Clear vegetation at least annually.
- ✓ Check the shell of Your home for any essential work – ensure roofs and walls are in good order, check exterior paintwork, pointing, fences etc. Check for dry and wet rot.
- ✓ Get a Corgi registered engineer to inspect gas installations annually.
- ✓ Get electrical installations in the home checked every 10 – 15 years.

- 2 We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- 3 We will not pay for any drop in the market value of Your Home resulting from rebuilding or repairing damage to the Buildings.
- 4 If the damage to the Buildings is not rebuilt or repaired, or the Buildings were not in a good state of repair when damaged, We will decide to either:
  - a) Pay the cost of rebuilding or repairing the damage less an amount taken off for any wear and tear or improvement to the condition of the property; or
  - b) Pay the difference between the value of selling Your Home on the open market immediately before the damage and its value after the damage.
- 5 The most We will pay for any one claim will be the total sum insured shown in the Schedule or the full rebuilding cost, whichever is less on top of any other amount We will pay under paragraphs B4, B5, B6, B7 and B9 of this Section 1.
- 6 The sum insured will not be reduced as a result of Us paying a claim.
- 7 Any amount We pay to settle a claim for loss or damage will be reduced by the amount of any Excess shown in the schedule.
- 8 The premium You pay is based on the estimated cost of rebuilding Your Home using information provided by You, or the actual cost of rebuilding Your Home provided by You. If We decide that the sum insured shown in Your Policy schedule is not enough to rebuild Your Home, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

## Section 1 – Buildings Cover continued

### F Your Liability as the Owner of the Property

We will pay for all amounts You become legally liable for as a result of You owning Your Home and its land, or owning or occupying any previous property if a claim is being made against You for:

- a) Accidental death of or bodily injury to any person; or
- b) Accidental loss of or damage to property

Which happened during the Period of Insurance shown in the schedule.

But not:

- a) death of or bodily injury to any member of Your Family or domestic staff.
- b) damage to property belonging to or in the custody or control of You, Your Family or domestic staff,  
arising from:
  - i) any profession, business or employment; or
  - ii) an agreement, unless You would have had that liability anyway.

For any claim resulting from one incident We will not pay more than £2,000,000.

We will also pay all costs, and legal fees for defending You, as long as We have agreed to do this in writing beforehand.

### G Premium Adjustment

The premium You pay is based on the estimated cost of rebuilding Your Home using information provided by You, or the actual cost of rebuilding Your home provided by You.

If it is established that the cost of completely rebuilding the Buildings as new, including fees and clearance costs, is greater than the sum insured shown on the schedule adjusted for index linking, then the sum insured will be increased to such rebuilding cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable.

## Option 1 Home Insurance

### Section 2 – Contents Cover

#### A Loss or Damage

We will pay for loss of or damage to the Contents while in Your Home caused by:

- 1 Fire, Lightning, Explosion or Earthquake
- 2 Smoke

But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

## Section 2 – Contents Cover continued



### Taking simple fire safety measures

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

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

Visit [www.firekills.gov.uk](http://www.firekills.gov.uk) for more advice.

- 3 Riot, Civil Commotion, or Labour Disputes or Political Disturbance
- 4 Collision with the Buildings by any moving object coming from outside Your Home
- 5 Storm or Flood
- 6 Theft or Attempted Theft  
But not:
  - a) loss or damage by any paying guest or tenant;
  - b) loss by deception other than deception used solely to enter into Your Home;
  - c) loss of Money unless force and violence is used to get into Your Home; or
  - d) after Your Home has been Unoccupied for more than 60 days in a row.
- 7 Vandalism or Malicious Acts  
But not:
  - a) loss or damage by any paying guest or tenant; or
  - b) after Your Home has been Unoccupied for more than 60 days in a row.
- 8 Water or oil escaping from any fixed water or heating installation or from any domestic appliance.  
But not after Your Home has been Unoccupied for more than 60 days in a row.
- 9 Subsidence or Heave of the site on which the Building of Your Home stands or landslip.

## Section 2 – Contents Cover continued

### Making your Home more secure

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

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

### B Extra Cover

#### 1 Contents in the Garden

We will pay for loss of or damage to Contents from any cause insured by Paragraph A of this Section 2 while in the open and within the boundaries of Your Home and its land.

But not:

- a) after Your Home has been Unoccupied for more than 60 days in a row;
- b) loss of Money; or
- c) more than £1,000 in respect of any one claim.



### Securing Your outbuildings and garages

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

- ✓ Reduce theft risk by fitting locks on doors and windows.
- ✓ Fitting blinds to windows can also help to hide items from view.
- ✓ Lock portable items such as lawn mowers and power tools, and place tools and electrical equipment in containers.
- ✓ Don't leave ladders and tools outside as they can be used to access the house.



## Section 2 – Contents Cover continued

### 2 Contents away from Your Home

We will pay for loss of or damage to Contents from any cause insured by Paragraph A of this Section 2 while they are as follows:

- a) within the British Isles and temporarily
  - i) in a bank safe deposit;
  - ii) a private home or caravan that is lived in; or
  - iii) any building where You or any member of Your Family work or live in.

But not:

- i) loss by deception; or
  - ii) loss of Money.
- b) elsewhere in the British Isles.

And not:

- i) loss of or damage to property in a purpose-built furniture storage area other than the cover explained in B12 of this Section 2; or
- ii) loss of Money;
- iii) loss or damage caused by:
  - 1 vandalism or malicious acts;
  - 2 storm or flood to property not in a building or caravan; or
  - 3 theft unless:
    - a) force and violence is used to enter a building or caravan; or
    - b) by robbery while property is being worn or carried.

We will not pay more than £5,000 of the Contents sum insured for any one claim.

### 3 Contents at University/College

We will pay up to £5,000 of the sum insured for Contents, for loss or damage due to any cause insured under paragraph A of this section 2 to Contents temporarily removed from the Home while a member of Your Family is attending college, university or boarding school.

But not loss or damage by a cause listed in or specifically excluded by B2 of this Section 2 or Contents taken outside the British Isles.

### 4 Glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, pictures, or ornaments, plate glass tops to furniture and ceramic hobs while in Your Home.

But not:

- a) breakage by any paying guest or tenant; or
- b) after Your Home has been Unoccupied for more than 60 days in a row.

### 5 Home Entertainment Equipment

We will pay for accidental damage to television sets, video cassette recorders, recording and audio equipment, radios, Home computers, monitors, laptops, television games consoles while in Your Home.

## Section 2 – Contents Cover continued

But not:

- a) damage to records, any kind of disc or disks, tapes or cassettes or any kind of memory card or stick;
- b) damage caused by any paying guest or tenant;
- c) Uninsurable Risks; or
- d) after Your Home has been Unoccupied for more than 60 days in a row.

### 6 Alternative Accommodation and Storage

If You live in Your Home, We will pay, on top of any other amount We pay under Section 2:

- a) The cost of reasonable alternative accommodation for You, Your Family and domestic pets; and
- b) The cost of temporarily storing the Contents of Your Home.

While Your Home is unfit to live in after loss or damage caused by anything insured under Paragraph A of this Section 2.

For any claim, We will not pay more than 20% of the sum insured by this Section 2.

### 7 Oil and Metered Water

We will pay for the loss of oil from the domestic heating installation and loss of metered water after accidental damage to the Buildings.

### 8 Locks on outside doors.

We will pay the reasonable cost of replacing and fitting locks to the outside doors of Your Home or to any safe or alarm system in Your Home if the keys to the locks have been lost or stolen.

If You claim for this under Section 1 Buildings, You cannot also claim for the same incident under Section 2 – Contents of this policy.

### 9 Title Deeds

We will pay the reasonable cost of preparing new title deeds to Your Home after loss or damage caused by anything insured by Paragraph A of this Section 2 while the deeds are in Your Home or in Your bank for safe keeping.

### 10 Seasonal Increase

From 1st December to 15th January (if within the Period of Insurance shown in the schedule) We will increase the sum insured shown in the schedule under this Section 2 by 10% of the sum insured for Contents.

### 11 Wedding gifts

During the four weeks before and the four weeks after the wedding day of You or any member of Your Family (if this is within the Period of Insurance shown in the schedule) We will increase the sum insured shown in the schedule under this Section 2 by 10% of the sum insured for Contents.

## Section 2 – Contents Cover continued

### 12 Household Removal

We will pay for accidental loss of or damage to the Contents while they are being permanently removed by a professional removal firm from Your Home to any other private property You are going to live in within the British Isles, including while they are temporarily stored for up to 72 hours.

But not:

loss of or damage to:

- a) Money or Valuables;
- b) loss of or damage to china, glass, earthenware or other fragile items, unless they were packed by professional packers;
- c) loss of or damage caused by Uninsurable Risks; or
- d) the first £25 of any claim, plus the amount of any Excess shown in the schedule.

### 13 Downloaded Information

We will pay the cost of replacing information that You have bought and stored on Your home entertainment equipment or mobile phones and that is lost or damaged as a result of any cause listed in paragraph A of this section 2

But not the cost of:

- a) remaking a film, tape, disk or disc; or
- b) rewriting the information contained on Your home entertainment equipment.

The most We will pay for one claim will be £1,000.

## C Accidental Damage - Optional Extra

This cover only applies if the schedule shows that “Accidental Damage” is included in Section 2 – Contents.

Accidental Damage

We will pay for accidental damage to the Contents while in Your Home

But not:

- a) damage to contact or corneal lenses;
- b) damage to pedal cycles or Money;
- c) damage by any paying guest, tenant or domestic pets;
- d) Uninsurable Risks;
- e) damage by a cause listed in or specifically excluded by Paragraph A of this Section 2;
- f) damage caused during any household removal;
- g) Damage to sports or camping equipment and apparel; or
- h) the first £25 of any claim, plus the amount of any excess shown in the schedule.

## D Frozen Foods

We will pay the costs of replacing food spoilt in any freezer or fridge in Your Home because of a rise or fall in temperature, or the refrigerant or refrigerant fumes escaping.

## Section 2 – Contents Cover continued

But not:

- a) any deliberate act of the electricity provider or its employees;
  - b) any claim where the refrigeration unit of the appliance is over 10 years old unless it is regularly serviced under a maintenance contract; or
  - c) after Your Home has been Unoccupied for more than 60 days in a row.
- For any claim, We will not pay more than the limit shown in the schedule.

### E Inflation Protection

The sums insured shown in the schedule for Contents cover will be adjusted each month in line with the Consumer Durables Index of the Retail Price Index or a suitable index.

The premium at renewal will be based on the new sum insured shown in Your renewal schedule.

### F Basis of Settling Claims

- 1 For any one item of Contents or part of a set or suite that is lost or damaged, We will decide to either:
  - a) pay the cost of replacing the item or part as new; or
  - b) replace the item or part as new; or
  - c) pay the cost of repairing the item or part; or
  - d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection or items of a uniform design, nature or colour.
- 2 We will reduce any claim payment for clothing or any item or part which is not replaced or repaired to take account of wear and tear or improvement in their condition.
- 3 The most We will pay for any one claim will be the total sum insured on Contents as shown in the schedule up to the following limits:
  - a) We will not pay more than the individual sum insured for any item.
  - b) We will not pay more than £300 for Money.
  - c) We will not pay more than £500 for Credit Cards.
  - d) We will not pay more than £2,000 for any one Valuable unless the schedule shows otherwise.
  - e) We will not pay more than the amount shown in the schedule for any loss of or damage to Valuables.
  - f) We will not pay more than the amount shown in paragraphs B1, B2, B3 and B13 of Section 2.

On top of any other amount, We will pay the amount shown in paragraphs B6, B10 and B11 of Section 2.

## Section 2 – Contents Cover continued

- 4 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. To help You do this We recommend that You keep photos, instruction booklets and copies of valuations and receipts.
- 5 The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your schedule.
- 6 Any claim payment for loss or damage will be reduced by the amount of any Excess shown in the schedule.
- 7 The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. If We decide that the sum insured shown in Your policy schedule is not enough to replace Your Contents, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

### Premium Adjustment

The premium You pay is based on the estimated cost of rebuilding Your Home using information provided by You, or the actual cost of rebuilding Your home provided by You.

If it is established that the cost of completely rebuilding the Buildings as new, including fees and clearance costs, is greater than the sum insured shown on the schedule adjusted for index linking, then the sum insured will be increased to such rebuilding cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable.

## G Liabilities

### 1 Occupiers and Personal Liabilities

We will pay all amounts You or any member of Your Family, become legally liable for as a result of living in Your Home, or for any other reason, as result of:

- a) Accidental death of or bodily injury to any person; or
- b) Accidental loss of or damage to property

Caused during the Period of Insurance shown in the schedule.

But not Liability for:

- i) death of or bodily injury to any member of Your Family, or Your domestic staff
- ii) damage to property belonging to or in the custody or control of You, Your Family or domestic staff; or
- iii) claims arising from the following:
  - 1 You or any member of Your Family owning any land or building, or You or any member of Your Family occupying any land or building other than Your Home.
  - 2 Any profession, business or employment.
  - 3 An agreement unless that liability would have existed anyway.

## Section 2 – Contents Cover continued

- 4 You or any member of Your Family owning, keeping or using any;
  - a) motor vehicle (other than motorised gardening equipment);
  - b) caravan while being towed;
  - c) watercraft, hovercraft or aircraft other than hand propelled craft or models;  
or
  - d) any living creature other than domestic animals.
5. Any communicable disease (one able to be passed from one person to another).
- 6 You or any member of Your Family owning or having a dangerous dog as defined under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

For any claim resulting from one incident We will not pay more than £2,000,000.  
We will also pay costs, expenses and legal fees We have agreed to in writing.

### 2 Employer's Liability

We will pay all amounts which You become legally liable to pay for accidental death of or bodily injury to Your domestic staff during the Period of Insurance shown in the schedule.

For any claim arising from one incident, We will not pay more than £10,000,000.  
We will also pay costs, expenses and legal fees We have agreed to in writing.

### 3 Tenant's Liability

We will pay all amounts You become legally liable to pay, as a tenant of Your Home, for damage caused to the Buildings during the Period of Insurance shown in the schedule by any cause covered by paragraphs A, B1 and B2 of section 1 of this policy.

For any claim resulting from one incident, We will not pay more than 20% of the total sum insured by this section.

### 4 Liability of Others

We will pay the amount of any damages and costs awarded to You by a court in the United Kingdom if that amount has not been paid to You within three months of the date of the award.

We will only make a payment if paragraph G1 of this Section 2 would have insured You if the award had been made against You or any member of Your Family

But not if:

- a) the decision is going to appeal; or
- b) the incident giving rise to the claim happened outside any Period of Insurance.

For any claim resulting from one incident We will not pay more than £2,000,000.

## Section 3 – Personal Possessions – Optional Extra

### A Loss or Damage

We will pay for accidental loss of or damage to Personal Possessions and any other item specified in the Personal Possessions Section of the schedule while that property is within the British Isles

But not:

- a) loss of or damage to:
  - i) pedal cycles or their accessories;
  - ii) skis or sub-aqua equipment while it is being used;
  - iii) Sports equipment or clothing while it is being used;
  - iv) property more specifically insured by any other policy; or
  - v) property held or used for any profession, business or employment.
  
- b) loss or damage caused by:
  - i) theft by deception;
  - ii) theft from an unattended motor vehicle unless the item is hidden from view within the vehicle and violence and force is used to get into the vehicle;
  - iii) Customs or other officials confiscating or keeping hold of the items; or
  - iv) Uninsurable Risks.
  
- c) loss or damage by any cause excluded in Paragraph A of Section 2 – Contents.



#### Keeping Your valuables safe

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

- ✓ Keep valuables out of sight where possible, particularly when the property is empty.
- ✓ If You have expensive/valuable jewellery consider storing them in a safe or even in a bank safe deposit.
- ✓ Compile a photographic/video record of all valuables within the home and store this securely. Retain all receipts, valuations, instruction booklets and manuals.
- ✓ Security mark Your valuables with Your name, postcode and house number. If You are burgled, it'll be easier to identify and recover Your possessions and it can help when You make a claim.

## Section 3 – Personal Possessions continued

### B Extra cover

#### 1 Money

We will pay for accidental loss of Money anywhere in the world in the custody or control of You or any member of Your Family.

But not:

- a) shortages caused by mistake;
- b) any loss in value;
- c) losses not reported to the police within 24 hours of being discovered; or
- d) loss or damage by customs or other officials confiscating or keeping hold of them.

For any claim We will not pay more than the limit shown in the schedule.

#### 2 Credit Cards

We will pay for financial loss after an unauthorised use of Credit Cards.

But not:

- a) unauthorised use by any member of Your Family;
- b) loss where You have not kept to the conditions the Credit Card was issued under; or
- c) losses not reported to the police and the credit card provider within 24 hours of being discovered.

We will not pay any more than the limit shown in the schedule.

#### 3 Overseas Travel

The insurance provided under Paragraph A of this section 3 will apply to the property insured while temporarily outside the British Isles for up to 60 days in any one Period of Insurance, and while in the custody or control of You or any member of Your Family.

#### 4 Items in a Bank

We will pay for accidental loss of or damage to items described in the schedule as being held in a bank or safe deposit.

But not while the items are removed from the bank or safe deposit.

### C Inflation Protection

The sums insured shown in the schedule for Personal Possessions will be adjusted each month in line with the Consumer Durables Index of the Retail Price Index or another suitable index.

The premium at renewal will be based on the new sums insured shown in Your renewal schedule.

### D Basis of Settling Claims

#### 1 For any one item of Personal Possessions or part of a set that is lost or damaged We will decide to either:

- a) pay the cost of replacing the item or part as new; or
- b) replace the item or part as new; or



## Section 3 – Personal Possessions continued

- c) pay the cost of repairing the item or part; or
  - d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.
- 2 We will reduce any claim payment for clothing (including sports clothing); or for any item or part which is not replaced or repaired to take account of wear and tear or improvement in their condition.
- 3 The most We will pay for any one claim will be the total sum insured on Personal Possessions shown in the schedule up to the following limits:
- a) We will not pay more than the individual sum insured for any item .
  - b) We will not pay more than £2,000 for any one item, set or collection unless the schedule states otherwise.
- We will also pay any amount due under paragraphs B1 and B2 of this section 3.
- 4 If You claim for an item specified in Your schedule, You will need to provide proof of the item's value. To help You do this, We recommend that You keep photo's instruction booklets, copies of valuations and receipts.
- 5 The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your schedule .
- 6 Any claim settlement for loss or damage will be reduced by the amount of any Excess shown in the schedule.
- 7 The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. If We decide that the sum insured shown in Your policy schedule is not enough to replace Your Contents, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

## Section 4 – Pedal Cycles

### A Loss or Damage

We will pay for accidental loss of or damage to pedal cycles and their accessories within the British Isles and belonging to You or any member of Your Family.

But not:

- a) loss of or damage to:
  - i) tyres or accessories unless the cycle is lost or damaged at the same time;
  - ii) the cycle while being used for racing, pacemaking or trials, or to
  - iii) cycles more specifically insured by any other policy.
- b) loss or damage caused by:
  - i) theft or deception or when the cycle is unattended and is not in a locked building or immobilised by a security device;

## Section 4 – Pedal Cycles continued

- ii) Customs or other officials confiscating or keeping hold of the cycle; or
  - iii) Uninsurable Risks.
- c) loss or damage by any cause mentioned in Paragraph A of Section 2 – Contents.

**We will not pay more than the limit shown in the schedule.**

### B Overseas Travel

The insurance under paragraph A of this section 4 will apply to the insured cycle while temporarily outside the British Isles for up to 60 days in any one period, and while in the custody or control of You or any member of Your Family.



#### Protecting Your Home while You are away

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

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

### C Basis of Settling Claims

- 1 For any one cycle lost or damaged We will decide to either:
  - a) pay the cost of replacing the cycle; or
  - b) replace the cycle; or
  - c) pay the cost of repairing the cycle; or
  - d) make a cash payment which will not be more than the amount it would have cost Us to replace the cycle using Our own suppliers.
- 2 The most We will pay for any one cycle will be the limit shown in the schedule.
- 3 Any claim settlement will:
  - a) not be more than the sum insured shown in the schedule; and
  - b) be reduced by the amount of any Excess shown in the schedule.

## Section 5 – Family Legal Protection (optional extra)

This section only applies if it is shown in Your schedule. This section covers legal expenses.

### How to make a claim for legal expenses

- Phone Our legal advice helpline on 0845 303 0899. Please have Your Home insurance policy number available when You call.
- **You must report any potential claim to the legal advice helpline as soon as possible, and always within 180 days of the date that You knew or should have known about the incident.**
- We will send You a claim form to fill in and return to Us.

### Legal helpline – 0845 303 0899

You can ring the helpline to discuss any private legal problem. This service is here to help, so please feel free to use it.

While You have a current policy with Us, the helpline is available 24 hours a day, seven days a week. In particular, if something You are proposing to do may result in a legal claim, You must talk to Us first.

For extra security, We may record all phone calls and keep the recording secure.

The following definitions are in addition to or may replace those shown on pages 64 to 67 of the policy. In this section 5 only, the words below will have the following meanings

#### **Costs**

The Solicitor's reasonable and proportionate professional fees and expenses allowed by the Civil Procedure Rules. It also covers Your opponent's costs which You are ordered to pay by a court or tribunal, and other costs We agree to in writing. The most We will pay will be £100,000 for any claim or claims arising from any one incident. This includes Your costs and Your opponent's costs.

#### **Date of Incident**

Either:

- the date of the incident that has led to this claim; or
  - the date of the first incident, if there are a number of incidents;
- whichever is earlier.

#### **Full enquiry**

A thorough examination of all aspects of Your personal tax affairs by HM Revenue & Customs.

#### **Period of Cover**

The period You are insured for, as shown in Your policy schedule.

#### **Solicitor**

Any suitably qualified person appointed to represent You under this section 5.

## Section 5 – Family Legal Protection continued

### Territorial Limits

The United Kingdom. For claims relating to ‘personal injury’ and ‘contract dispute’, the territorial limits also include the European Union, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

### United Kingdom

Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

### You, your

The person named as the Policyholder in the schedule and members of Your Family.

## Cover provided

We will pay the following:

### 1 Legal costs

We will cover Your Costs in the event of the following:

- a) Personal injury – death or bodily injury to You.
- b) Contract dispute – a dispute arising out of an agreement which You have for:
  - i) buying or hiring goods or services;
  - ii) selling goods; or
  - iii) buying or selling Your Home.
- c) Property protection – a dispute arising out of You owning or living in Your Home.
- d) Employment – a dispute arising out of Your employment.
- e) Tax protection – a full enquiry by HM Revenue & Customs, if the enquiry resulted from Your work as an employee.
- f) Inheritance dispute – a dispute over something left to You in a will.
- g) Legal defence – Your work as an employee which leads to:
  - i) You being prosecuted in a magistrates’ or crown court;
  - ii) civil action being taken against You for unlawful discrimination because of someone’s sex, race, disability, religious belief or political opinion; or
  - iii) civil action being taken against You under section 13 of the Data Protection Act 1998.
- h) Motoring prosecution – You being prosecuted for an offence connected with using or driving a motor vehicle.

### 2 Salary while You attend Jury Service

We will pay Your salary or wages for each half or whole day You attend jury service if You cannot claim them back from the court or from Your employer.

The cover provided by this section 5 only applies if:

- a) the Date of Incident is within the Period of Cover and the incident happens within the Territorial Limits;

## Cover provided continued

- b) any legal proceedings are carried out within the Territorial Limits by a court or other organisation which We agree to; and
- c) it is always more likely than not that You will be successful with Your claim.

## General Exceptions which apply to Family Legal Protection cover

You are not covered for any of the following:

- a) Any claim You report to Us more than 180 days after the date You knew about, or should have known about, the incident leading to the claim.
- b) Costs You have paid or will have to pay before We have agreed to them.
- c) Your Costs in any action against another person who is insured by this policy.
- d) Any claim arising out of a divorce, matrimonial dispute or proceedings, living with someone, custody of children, access to children, maintenance payments, or a maternity or paternity lawsuit.
- e) Any application for a judicial review.
- f) Any dispute between You, Us and Tesco Personal Finance, other than as shown in General Condition 5 on page 46.
- g) Any incident which begins before cover starts.
- h) Any Costs if You:
  - stop or settle a claim, or withdraw instructions from the Solicitor, without good reason; or
  - make a false claim or knowingly give Us any information which is not correct or complete.

If either of these apply, You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.

## General Exceptions which apply to Family Legal Protection cover

You are not covered for any of the following:

Personal injury

- a) Any illness or injury which develops gradually or is not caused by a specific or sudden accident.
- b) Defending Your legal rights in claims against You.

## General Exceptions which apply to Family Legal Protection cover continued

### Contract dispute

- a) Any claim arising out of advice, specification, design, construction, conversion or extension on any land or relating to any buildings.
- b) Any claim relating to leases, tenancies or a licence to occupy.
- c) Any claim arising out of a contract You have entered into in connection with a profession, business or trade, other than as provided for under 'Employment' (see page 42).

### Property protection

- a) Any claim if the Date of Incident is less than 90 days after cover started.
- b) Defending Your legal rights in claims against You.
- c) Any building or land other than Your Home.

### Employment

- a) Any claim if the Date of Incident is less than 90 days after cover started.
- b) Any Costs relating to internal grievance procedures or disciplinary hearings.
- c) Any claim started in the county court or high court or the equivalent courts in Scotland.
- d) Defending Your legal rights in claims against You.

### Motoring prosecution

- a) Any claim involving You driving a motor vehicle for which You do not have valid motor insurance.
- b) Parking offences.

## General Conditions which apply to Family Legal Protection cover

If You do not keep to the following conditions, We may cancel this cover, refuse any claim and withdraw from any current claim.

### 1 You must do the following:

- a) Let Us have full details of Your claim and any other information that We or the Solicitor ask for. (You must pay any costs involved in providing this information).
- b) Fully co-operate with the Solicitor and Us, and not do anything, which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.
- c) Tell Us about any developments affecting Your claim.
- d) Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
- e) Tell Us if anyone makes a payment into court or offers to settle Your claim.
- f) Try to get back any Costs that We have to make, and pay any recovered Costs to Us.
- g) Get Our agreement before You negotiate or settle a claim.

## General Conditions which apply to Family Legal Protection cover continued

### 2 Appointing a Solicitor.

- a) We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your policy will cover them as long as You keep to the policy conditions.
- b) If We accept Your claim, We or a Solicitor appointed by Us will try to settle the matter without having to go to court.
- c) If it is necessary to take Your claim to court, or if there is a conflict of interests, You can choose the Solicitor to act for You. Otherwise, We will appoint a Solicitor for You.
- d) The Solicitor will be appointed by You or by Us to act for You according to Our standard terms of appointment. (You can ask Us for a copy).
- e) You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
- f) If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.

### 3 You must tell Your Solicitor to do the following:

- a) Get Our written permission before instructing a barrister or an expert witness.
- b) Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.

### 4 We can do the following:

- a) Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.
- b) Decide to settle Your claim by paying the amount in dispute. If Your claim is not for damages, We may decide to settle Your claim by paying You the equivalent financial value of Your claim.
- c) Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim.
- d) Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

### 5 Disputes.

You have the right to refer any disagreement between You and Us to arbitration. The arbitrator will be a solicitor, barrister or other suitably qualified person that You and We agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the Territorial Limits whose law governs this section of the policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

## General Conditions which apply to Family Legal Protection cover continued

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 5 for details of Our complaints procedure.)

The claims conditions which apply to the whole policy do not apply to this section.

### OPTION 2 Landlord's Insurance

#### Section 1 – Buildings Cover

##### A Loss or Damage

We will pay for loss of or damage to the Buildings caused by:

- 1 Fire, Lightning, Explosion or Earthquake
- 2 Smoke  
But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually
- 3 Riot, Civil Commotion, Labour Disputes or Political Disturbance
- 4 Collision with the Buildings by any moving object from outside Your Let Property.  
But not loss of or damage to hedges, gates or fences by falling trees or branches.
- 5 Storm or Flood  
But not:
  - a) loss of or damage to hedges, gates, or fences; or
  - b) loss or damage caused by frost.
- 6 Theft or Attempted Theft  
But not:
  - a) loss or damage caused by any Resident or their guests; or
  - b) after Your Let Property has been Untenanted for more than 60 days in a row.
- 7 Vandalism or Malicious Acts  
But not:
  - a) loss or damage caused by any Resident or their guests; or
  - b) after Your Let Property has been Untenanted for more than 60 days in a row.
- 8 Water or oil escaping from any fixed water or heating installation including underground drains and pipes or from any domestic appliance  
But not:
  - a) after Your Let Property has been Untenanted for more than 60 days in a row; or



## Section 1 – Buildings Cover continued

b) loss or damage caused by subsidence, heave or landslip that results from the escaping water.

### 9 Subsidence or Heave of the site on which the Building of Your Let Property stands or Landslip

But not:

a) loss or damage caused by:

i) the sea or river wearing away the land.

ii) the Buildings being demolished, altered or having structural repairs carried out.

iii) faulty design or, faulty workmanship on or faulty materials used in the Buildings.

b) loss of or damage to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of Your Let Property are damaged at the same time by the same cause.

c) loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless Your Let property, an outbuilding or garage is damaged at the same time by the same cause.

d) the amount of the “Subsidence” Excess shown in the schedule which applies to any claim for subsidence, heave or landslip.

## B Extra Cover

### 1 Plumbing Installation

We will pay for damage to any part of the plumbing installation in Your Let Property caused by freezing or bursting.

But not:

a) Plumbing that is outside or in an outbuilding; or

b) loss or damage due to rust, corrosion or wear and tear; or

c) after Your Let Property has been Untenanted for more than 60 days in a row.

### 2 Service Pipes and Cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which You are legally responsible for and which provide services to or from Your Let Property.

### 3 Glass and Sanitary Ware

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary ware in Your Let Property.

But not:

a) after Your Let Property has been Untenanted for more than 60 days in a row;

b) the first £50 of any claim settlement in addition to the amount of any Excess shown in the schedule.

## Section 1 – Buildings Cover continued

### 4 Fees and Clearance Costs

We will pay for:

- a) Chartered architects', surveyors', consultants' and legal fees, which We consider are necessary to rebuild Your Let Property after damage covered under this section.

**But not fees for preparing any claim under the policy.**

And

- b) the costs of clearing the site and making it and the Buildings safe, if we agree that the fees and costs are necessary to repair or rebuild the buildings after damage covered under section 1.

### 5 Local Authority Requirements

We will pay for the extra cost of rebuilding or repairing the damaged part of the Buildings only if this is necessary to keep to any government or local authority requirement after damage covered under this Section.

**But not if You had been told about the requirement before the damage happened.**

### 6 Alternative Accommodation and Rent

Rent is defined as the periodic sums owed to You in accordance with the tenancy agreement for Your Let Property.

We will pay in addition to any other amount recoverable under this section:

- a) loss of Rent, including ground Rent and management charges for a period not exceeding 12 months, that You would have received but lose as a result of Your Let Property being unfit to live in following damage recoverable under this Section of the policy; or
- b) if the Residents continue to pay any Rent due to You, the cost of reasonable alternative accommodation incurred by any Resident as a result of Your Let Property being unfit to live in following damage recoverable under this Section of the policy.

**Any claim payments will not in total be more than £25,000.**

### 7 Sale of the Let Property

If You are selling Your Let Property the buyer will have the cover under this Section up to the date of sale unless the Buildings are insured by another policy.

### 8 Emergency Entries

We will pay for damage to the Building caused when the fire brigade, the police or the ambulance service have to make a forced entry because of an emergency to anyone residing at the Let Property.

**The most We will pay for a claim will be £1,000.**

### 9 Locks on outside doors

We will pay the reasonable cost of replacing and fitting locks to the outside doors of Your Let Property if the keys to Your Let Property have been stolen. Failure to return keys by a Resident shall not be deemed to be theft.

**The most We will pay for any one claim will be £250.**

## Section 1 – Buildings Cover continued

If You claim for this under Section 1 Buildings, You cannot also claim under Section 2 – Contents of this Policy.

### 10 Title Deeds

We will pay the cost of preparing new title deeds to Your Let Property after loss or damage caused by anything insured by Paragraph A of this Section 1 while the deeds are in Your Home or in Your bank for safe keeping.

The most We will pay for any one claim will be £250.

### 11 Trace and Access

We will pay for the cost of removing and replacing any part of the Buildings necessary to find and repair the source of any water escaping from tanks, pipes, equipment or fixed heating system of the Buildings. We will not pay the cost of any loss or damage to Your household heating or water system itself.

We will not pay more than £5000 for any one incident.

**C This section is not applicable to Option 2 Landlord's Insurance.**

## D Inflation Protection

The sum insured shown in the schedule for Buildings cover may be adjusted, in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another suitable index.

If this change occurs, the premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

## E Basis of settling claims

- 1 We will pay the cost of rebuilding or repairing the part of the Buildings which is damaged by any cause insured under this Section 1. We will not take off any amount for wear and tear as long as at the time of the damage the Buildings were in a good state of repair.
- 2 We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- 3 We will not pay any drop in the market value of Your Let Property resulting from rebuilding or repairing damage to the Buildings.
- 4 If the damage to the Buildings is not rebuilt or repaired, or the Buildings were not in a good state of repair when damaged, We will decide to either:
  - a) Pay the cost of rebuilding or repairing the damage less an amount taken off for any wear and tear or improvement to the condition of the property; or
  - b) Pay the difference between the value of selling Your Let Property on the open market immediately before the damage and its value after the damage.

## Section 1 – Buildings Cover continued

- 5 The most We will pay for any one claim will be the total sum insured shown in Your schedule or the full rebuilding cost, whichever is less, plus any amount We would pay under paragraphs B4, B5, B6, B7, B10 and B11 of Section 1.
- 6 The sum insured will not be reduced as a result of Us paying a claim.
- 7 Any amount We pay to settle a claim for loss or damage will be reduced by the amount of any Excess shown in the schedule.
- 8 The premium You pay is based on the estimated cost of rebuilding Your Let Property using information provided by You, or the actual cost of rebuilding Your Let Property provided by You. If We decide that the sum insured shown in Your Policy schedule is not enough to rebuild Your Home, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

### F Your Liability as Owner of the Property

We will pay for all amounts You become legally liable for as a result of You owning Your Let Property and its land, if a claim is made against You for:

- a) accidental death of or bodily injury to any person; or
- b) accidental loss of or damage to Property which happened during the Period of Insurance shown in the schedule.

But not:

- i) death of or bodily injury to any member of Your Family, domestic staff or employees
- ii) damage to property belonging to or in the custody or control of You, Your Family or domestic staff

arising from:

- 1) Any profession, business or employment; or
- 2) An agreement unless You would have had that liability anyway.

For any claim resulting from one incident We will not pay more than £2,000,000.

We will also pay all costs and legal fees for defending You, as long as We have agreed to do this in writing beforehand.

### G Premium Adjustment

The premium You pay is based on the estimated cost of rebuilding Your Let Property using information provided by You, or the actual cost of rebuilding Your Let Property provided by You. If it is established that the cost of completely rebuilding the Buildings as new, including fees and clearance costs, is greater than the sum insured shown on the schedule adjusted for index linking, then the sum insured will be increased to such rebuilding cost with effect from the date the under-insurance was ascertained. An appropriate additional premium may be payable.

# OPTION 2 – Landlord’s Insurance

## Section 2 Contents Cover

### A Loss or Damage

We will pay for loss of or damage to the Contents while in Your Let Property caused by:

- 1 Fire, Lightning, Explosion or Earthquake
- 2 Smoke  
But not loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.
- 3 Riot, Civil Commotion, Labour Disputes or Political Disturbance
- 4 Collision with the Buildings by any moving object coming from outside Your Let Property
- 5 Storm or Flood
- 6 Theft or Attempted Theft  
But not:
  - a) loss or damage caused by any Resident or their guests;
  - b) loss by deception other than deception used solely to enter into Your Let Property;  
or
  - c) after Your Let Property has been Untenanted for more than 60 days in a row.
- 7 Vandalism or Malicious Acts  
But not:
  - a) loss or damage caused by any Resident or their guests; or
  - b) after Your Let Property has been Untenanted for more than 60 days in a row.
- 8 Water or oil escaping from any fixed water or heating installation or from any domestic appliance  
But not after Your Let Property has been Untenanted for more than 60 days in a row.
- 9 Subsidence or Heave of the site on which the Building of Your Let Property stands or Landslip

## Section 2 – Contents Cover continued

### B Extra Cover

#### 1 Contents in Communal Areas

We will pay for loss of or damage to Contents from any cause insured by paragraph A of this section whilst kept within the communal areas of Your Let Property.

But not:

- a) after Your Let Property has been Untenanted for more than 60 days in a row;
- b) more than 10% of the value of the Contents sum insured; or
- c) loss by theft unless forcible or violent means are used to enter Your Let Property.

#### 2 Contents away from Your Let Property

We will pay for loss of or damage to Contents from any cause insured under Paragraph A of this Option 2 Landlord's Insurance, Section 2 while they are as follows:

- a) within the British Isles and temporarily:
  - i) in a bank safe deposit;
  - ii) a private home or caravan that is lived in, or
  - iii) any building where You or any member of Your Family work or live in.

But not loss by deception.

- b) elsewhere in the British Isles

and not;

- i) loss of or damage to property in a purpose-built furniture storage area other than the cover explained in B4 of this Section 2.
- ii) loss or damage caused by:
  - 1) vandalism or malicious acts;
  - 2) storm or flood to property not in a building or caravan; or
  - 3) theft unless:
    - a) force and violence is used to enter a building or caravan; or
    - b) by robbery while property is being worn or carried.

We will not pay more than £5,000 for any one claim.

#### 3 Glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, pictures or ornaments, plate glass tops to furniture and ceramic hobs while in Your Let Property.

But not:

- a) after Your Let Property has been Untenanted for more than 60 days in a row; or
- b) the first £50 of any claim settlement in addition to the amount of any Excess shown in the schedule.

#### 4 Alternative Storage

We will pay on top of any other amount We pay under section 2 the cost of temporarily storing the Contents of Your Let Property if it is unfit to live in after loss or damage caused by anything insured under Paragraph A of Part 2 Landlord's Insurance, Section 2 Contents.

We will not pay more than 10% of the sum insured by this Section 2.

## Section 2 – Contents Cover continued

### 5 Oil and Metered Water

We will pay for the loss of oil from the domestic heating installation and loss of metered water after accidental damage to the Buildings.

### 6 Household Removal

We will pay for accidental loss of or damage to the Contents while they are being permanently removed by a professional removal firm from Your Let Property to any other residential property owned by You within the British Isles including while they are temporarily stored for up to 72 hours.

But not:

- a) loss of or damage to china, glass, earthenware or other fragile items unless they were packed by professional packers;
- b) loss or damage caused by Uninsurable Risks; or
- c) The first £25 of any claim, plus the amount of any Excess shown in the schedule.

### 7 Locks on outside doors

We will pay the reasonable cost of replacing and fitting locks to the outside doors of Your Let Property if the keys to the locks have been stolen. Failure to return keys by a Resident shall not be deemed to be theft. If You claim for this under Section 2 – Contents, You cannot also claim for the same incident under Section 1 – Buildings of this policy.

Any claim payment will not be more than £250.

### 8 Title Deeds

We will pay the reasonable cost of preparing new title deeds to Your Let Property after loss or damage caused by anything insured by paragraph A of this Section while the deeds are in Your Home or in Your bank for safe keeping. If You claim for this under Section 2 – Contents, You cannot also claim for the same incident under Section 1 – Buildings of this policy.

Any claim payment will not be more than £250.

**C This section is not applicable to Option 2 Landlord's Insurance.**

**D This section is not applicable to Option 2 Landlord's Insurance.**

## E Inflation Protection

The Contents sum insured shown in the schedule for Contents will be adjusted monthly by the percentage of change in the Consumer Durables Index of the Retail Price Index or a suitable alternative index.

The premium at renewal will be calculated on the revised sum insured shown in Your renewal schedule.

## F Basis of settling claims

## Section 2 – Contents Cover continued

- 1 For any one item of Contents or part of a set or suite that is lost or damaged We will decide to either:
  - a) pay the cost of replacing the item or part as new; or
  - b) replace the item or part as new; or
  - c) pay the cost of repairing the item or part; or
  - d) make a cash payment which will not be more than the amount it would have cost Us to replace or repair the item using Our own suppliers.

We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection or items of a uniform design, nature or colour.
- 2 We will reduce any claim payment for any item or part which is not replaced or repaired to take account of wear and tear or improvement in their condition.
- 3 The most We will pay for any one claim will be the total sum insured on Contents as shown in the schedule up to the following limits:
  - a) We will not pay more than the individual sum insured for any item.
  - b) We will not pay more than the amount shown in Paragraphs B1, B2, B7 and B8 of section 2.

On top of any other amount, We will pay any amount payable under Paragraph B4 of this Section.
- 4 If You claim under Section 2 Contents of the Policy You will need to provide proof of the value of the item(s). To help You do this We recommend that You keep photos, instruction booklets, copies of valuations and receipts, and a detailed inventory of the Contents of Your Let Property in accordance with the Policy conditions.
- 5 Any claim payment for loss or damage will be reduced by the amount of any Excess shown in the schedule and policy wording.
- 6 The sum insured will not be reduced after We pay a claim unless the claim relates to the total loss of any item specified in Your Schedule.
- 7 The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. If We decide that the sum insured shown in Your policy schedule is not enough to replace Your Contents, We may reduce any claim payment We make by the percentage amount You have underpaid because of the sum insured not being enough.

## G Premium Adjustment

The premium You pay is based on the estimated cost of replacing Your Contents using information provided by You, or the actual cost of replacing Your Contents provided by You. This is shown on Your policy schedule as the sum insured for this Section.



## Section 2 – Contents Cover continued

If it is established that the cost of completely replacing the Contents as new is greater than the sum insured adjusted where necessary for index linking, then the sum insured will be increased to such replacement cost with effect from the date under-insurance was ascertained. An appropriate additional premium may be payable. Any increase in the sum insured will not apply retrospectively to any claim.

**H Not applicable to option 2 Landlord's Insurance.**

## Option 2 Landlord's Insurance

### Landlord's Legal Protection included automatically

This section covers legal expenses and is automatically included with Your Landlord's Insurance policy.

## Claims Procedure

- 1 Phone Our legal advice helpline on 0845 246 0404  
Please have Your Tesco Landlord's insurance Policy number available when You call.
- 2 The legal advice helpline must be told of any incident which may give rise to a claim under this section. You must do this as soon as possible, and always within 90 days of the date that You knew or should have known about the incident.
- 3 We will send You a claim form to fill in and return to Us.

### Legal Helpline – 0845 246 0404

A confidential helpline providing immediate access to legally qualified staff who will be able to give advice on any matters relating to Your rights, duties and responsibilities as Landlord of the Let Property.

The Helpline is available 24 hours a day, 7 days a week whilst You have a valid Policy. If something You are proposing to do may result in a legal claim You must talk to Us first.

For extra security, We may record all phone calls and keep the recording secure.

## Additional Definitions which apply to Landlord's Legal Protection

The following definitions are in addition to or may replace those shown on pages 64 to 67 of the policy. In this section only, the words below will have the following meanings.

### Costs

The Solicitor's reasonable and proportionate professional fees and expenses allowed by the Civil Procedure Rules. It also covers Your opponent's Costs if You are ordered to pay them or We agree that You should pay them. The most We will pay will be £50,000 for any claim or claims arising from any one incident. This includes Your Costs and Your opponent's Costs.

# Additional Definitions which apply to Landlord's Legal Protection continued

## **Date of Incident**

For claims under sections A,B,C and D the Date of Incident is the earlier of:

- The date of the incident that has led to this claim; or
- The date of the first incident if there are a number of incidents.

For claims under Section E, the Date of Incident is the date You receive formal notification from HM Revenue & Customs of their intention to make Full or Aspect Enquiries.

## **Full or Aspect Enquiries**

A thorough examination by HM Revenue & Customs which considers all aspects or one or more specific aspects of Your self-assessment tax returns.

## **Solicitor**

Any suitably qualified person acting for You.

## **Statutory Notice**

A notice issued to You by a Local Council stating that action is required by You to carry out repairs on the Let Property.

# Cover Provided

## **A Property Protection**

We will pay the Costs to pursue Your legal rights following:

- 1) Any event which causes or could cause physical damage to the Let Property or its Contents providing the amount in the dispute exceeds £1,000.
- 2) Any nuisance or trespass to the Let Property.

## **B Repossession**

We will pay the Costs to pursue Your legal rights to:

- 1) Get possession of the Let Property that You have let under either:
  - a) A shorthold tenancy
  - b) An assured tenancyas defined by the Housing Act 1988, as amended by the Housing Act 1996 or the Housing Act (Scotland) 1988.
- 2) Get possession of the Let Property if You have let the Let Property and You live in the premises as the landlord.
- 3) Evict anyone in the Let Property who has not got Your permission to be there.
- 4) Recover any rent Your Residents owe You for the premises.  
**We will not pay for:**

## Cover Provided continued

- a) Any dispute with Your Residents where the Date of Incident is within the first 90 days of the start of this cover.
- b) Any claim relating to registering rents, reviewing rents, buying the freehold of the Let Property or any matter that relates to rent tribunals and tribunals or rent assessment committees unless You are defending an action brought against You by Your Resident.
- c) Any claim relating to someone legally obtaining the Let Property, whether You are offered money or not, or restrictions or controls placed on the Let Property by any Government or public or local authority unless the claim is for accidental physical damage.
- d) Any claim relating to work done by any Government or public or local authority on the Let Property unless the claim is for accidental physical damage.
- e) Any claim if You have not given the Resident the correct notice that You want possession of the Let Property.

## C Legal Defence

- 1) We will pay the Costs to defend Your legal rights:
  - a) Prior to the issue of legal proceedings when dealing with the:
    - i. Police
    - ii. A Health and Safety Executive and/or Local Authority Health and Safety Enforcement Office.where it is alleged that You have or may have committed a criminal offence as the owner of the Let Property.
  - b) Following an event which leads to You being prosecuted as the owner of a Let Property in a court of criminal jurisdiction
  - c) Following civil action taken against You for compensation under section 13 of the Data Protection Act 1998. (We will also pay any compensation award made against You under section 13 of the Data Protection Act 1998).
- 2) Following a civil action taken against You for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- 3) In appealing against the imposition of terms of Statutory Notice under legislation affecting the Let Property.

We will not pay for:

  - a) Any claim which leads to You being prosecuted for infringement of the Road Traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## D Contract Disputes

We will pay the Costs to pursue Your legal rights in contractual disputes arising from a written agreement which has been entered into by You for:

## Cover Provided continued

- i) Buying or hiring goods or services for the Let Property;
- ii) Selling goods used in the Let Property; or
- iii) Buying or selling the Let Property.

We will not pay:

- a) Costs arising from any claim relating to a lease license or tenancy of land or buildings
- b) Any claim relating to a disputed amount of less than £250
- c) Claims for contract disputes for motor vehicles (owned, hired or leased), computer hardware, software, systems or services which have been specifically tailored, contracts of employment, loans, mortgages, pension or any other financial product.

## E Full or Aspect Enquiries

We will pay the Costs to represent You in any appeal proceedings in respect of Full or Aspect Enquiries carried out by HM Revenue & Customs concerning the Let Property.

We will not pay:

- a) Any claim if You have not taken reasonable care to ensure that all returns are complete and correct and such returns are submitted within the statutory time limits allowed.

We agree to provide this Landlord's Legal Protection cover only if:

- a) The Date of Incident is within the Period of Insurance and the incident happens within the British Isles;
- b) Any legal proceedings will be carried out within the British Isles by a court or other body which We agree to and
- c) For civil claims it is always more likely than not that You will be successful with Your claim

## General Exceptions which apply to Landlord's Legal Protection cover

We shall not be liable for the following:

- 1) Any claim which You report to Us more than 90 days after the date You knew or should have known about the incident leading to the claim.
- 2) Any Costs that You have paid or will have to pay before We have agreed to them.
- 3) Any claim arising out of:
  - a. A contract entered into by You in connection with a profession, business or trade;
  - b. Advice, specification, design, construction, conversion or extension on any land or of any buildings;
- 4) Your Costs in any action against another person who is insured by this policy.
- 5) Any application for judicial review.
- 6) Any dispute between You, Us and Tesco Personal Finance other than as shown in the General Conditions 5 on page 63.
- 7) Any incident or matter which begins before cover commences.

## General Exceptions which apply to Landlord's Legal Protection cover continued

- 8) Any Costs if You stop or settle a claim or withdraw instructions from the Solicitor without good reason  
If You do, You will then have to refund any Costs and expenses We have paid or agreed to pay during Your claim.
- 9) Costs covered by any other insurance policy or which You can get back from any other source.
- 10) Costs, damages, fines, penalties or compensation which You are ordered to pay by a court or other authority.
- 11) Any claim relating to Your alleged dishonesty or alleged violent behaviour.
- 12) A claim for an event which is not covered under this policy.
- 13) Any Costs where We do not think that the person You are claiming from has the money to pay any costs awarded by a judgement.
- 14) Costs involved in a legal appeal unless We have given Our written acceptance before the appeal began

## General Conditions which apply to Landlord's Legal Protection cover

If You do not comply with these conditions We may cancel this section, refuse any claim and withdraw from any current claim.

- 1 You must do the following:
  - a) Let Us have full details of Your claim and any other information that We or the Solicitor ask for. (You must pay any costs involved in providing this information).
  - b) Fully co-operate with the Solicitor and Us, and not do anything which might damage Your claim. If We ask, You must tell the Solicitor to give Us any documents, information or advice that they have or know about.
  - c) Tell Us about any developments affecting Your claim.
  - d) Tell Us if the Solicitor refuses to continue to act for You or if You withdraw Your instructions.
  - e) Tell Us if anyone makes a payment into court or offers to settle Your claim.
  - f) Try to get back any Costs that We have to make, and pay any recovered Costs to Us.
  - g) Get Our agreement to negotiate or settle a claim.
- 2 Appointing a Solicitor
  - a) We have chosen a panel of legal firms to provide legal services. These firms may make payments to Us for being members of the panel. While You are responsible for any legal Costs they charge, Your policy will cover them as long as You keep to the policy conditions.
  - b) If We accept Your claim, We or a Solicitor We appoint will try to negotiate a settlement without having to go to court.

## General Conditions which apply to Landlord's Legal Protection cover continued

- c) If it is necessary to take Your claim to court, or if there is a conflict of interests, You can choose the Solicitor to act for You. Otherwise We will appoint a Solicitor to act for You
  - d) The Solicitor will be appointed by You or by Us to act for You according to Our standard terms of appointment (You can ask Us for a copy).
  - e) You must not enter into any agreement relating to charges with the Solicitor without getting Our permission first.
  - f) If a Solicitor refuses to continue acting for You with good reason, or if You dismiss them without good reason, Your cover will end immediately unless We agree to appoint another Solicitor.
- 3** You must tell Your Solicitor to do the following:
- a) Get Our written permission before instructing a barrister or an expert witness.
  - b) Tell Us immediately if it is no longer more likely than not that You will be successful with Your claim.
- 4** We can do the following:
- a) Contact the Solicitor at any time, and he or she must co-operate fully with Us at all times.
  - b) Decide to settle Your claim by paying the amount in dispute. If Your claim is not for damages, We may decide to settle Your claim by paying You the equivalent financial value of Your claim.
  - c) Refuse to pay further Costs if You do not accept a reasonable offer to settle Your claim.
  - d) Refuse to pay further Costs if it is no longer more likely than not that You will be successful with Your claim.

### **5** Disputes

You have the right to refer any disagreement between You and Us to arbitration. The arbitrator will be a solicitor, barrister or other suitably qualified person that You and We agree on. If we cannot agree, the arbitrator will be nominated by the president of the Law Society (or other similar organisation) for that part of the British Isles whose law governs this section of the policy. We and You must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between You and Us to the Financial Ombudsman Service, which is a service offered to You free of charge. (See page 5 for details of Our complaints procedure.)

**The Claims Conditions (pages 12 and 13) which apply to the whole policy do not apply to this section.**

## Meanings of Words

Certain words in this policy and the schedule have particular meanings wherever they appear. These meanings apply to the whole policy unless We say otherwise. These words and their meanings are given below:

### **British Isles**

Great Britain, Isle of Man, Channel Islands, Northern Ireland and the Republic of Ireland.

### **Buildings**

Your Home or Let Property and its swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates, fences, landlords fixtures and fittings, within the boundaries of Your Home or Let Property.

### **Business Equipment**

Computers, keyboards, visual display units and printers, word processing equipment, desk top publishing units, small business's computers, fax machines, photocopiers, typewriters, computer aided design equipment and telephone equipment used for business purposes at Your Home worth up to £5,000 in total.

### **Company/Us/We/Our**

UK Insurance Limited.

### **Condition Precedent**

A condition which must be complied with before We shall be liable for a claim.

### **Contents** – THIS DEFINITION ONLY APPLIES IF YOU HAVE PURCHASED OPTION 1 TESCO HOME INSURANCE

Household goods, Personal Possessions, satellite dishes, aerials and any other articles that belong to You, or are the responsibility of You, any members of Your Family who live with You, domestic staff who live in, or visitors

But not:

- a) motor vehicles (other than motorised gardening equipment), caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) and their accessories (while attached);
- b) any living creature;
- c) landlord's fixtures and fittings;
- d) securities (financial certificate such as shares and bonds), certificates and documents except those defined as Money;
- e) property more specifically insured by any other policy; and
- f) property held or used for any profession, business or employment (other than Business Equipment).

## Meanings of Words continued

**Contents** – THIS DEFINITION ONLY APPLIES IF YOU HAVE PURCHASED OPTION 2 TESCO LANDLORD'S INSURANCE

Household goods, domestic furniture, carpets and furnishings belonging to You, or are the responsibility of You

But not:

- a) motor vehicles (other than motorised gardening equipment), caravans, trailers, watercraft, hovercraft or aircraft (other than hand propelled or models) and their accessories (while attached).
- b) any living creature.
- c) Securities (financial certificate such as shares and bonds), certificates and documents
- d) Property more specifically insured by any other policy
- e) Property held or used for any profession, business or employment other than the Contents of the Let property as specified in the Schedule of this Policy
- f) Valuables
- g) Money
- h) Personal Possessions
- i) Home entertainment equipment, television sets, video recorders, CD or DVD players or recorders, other recording or audio equipment, radios, computers, monitors, records, tapes, discs, videos or other cassettes.

### **Credit Cards**

Credit cards, cheque cards, banker's cards and cash cards issued to You or any members of Your Family who live with You.

### **Endorsement**

An agreed change in the terms of the policy.

### **Excess**

The amount which You must pay towards any claim.

### **Your Family**

You, husband, wife, civil partner, children, parents and other relatives normally living with You.

### **Home**

The private home at the address shown in the schedule together with its garages and domestic outbuildings.

### **Let Property**

The residential property including its garages and outbuildings at the risk address shown in the schedule owned by You and available for occupation by a tenant.

### **Money**

Cash, bank notes, cheques, Money orders and postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, premium



## Meanings of Words continued

bonds, luncheon vouchers, travellers cheques, travel tickets, phone cards and gift tokens belonging to You or any member of Your Family and used or held solely for private purposes.

### **Period of Insurance**

The period shown in the schedule which the policy covers You for (as long as You pay the premium on time).

### **Personal Belongings**

Clothing and other items designed to be either worn or normally carried belonging to You or Your Family.

But not:

- a) Sports or camping equipment;
- b) Valuables or Money;
- c) contact or corneal lenses;
- d) household goods or domestic appliances; or
- e) items held or used for any profession, business or employment.

### **Personal Possessions**

Valuables, Personal belongings and Sports Equipment.

### **Resident**

The tenant or lessee of Your Let Property and any member of his/her Family.

### **Sports Equipment**

Articles used for sports activities including sports clothing specifically designed to be used for any sports activity and belonging to You or any member of Your Family.

But not:

- a) camping equipment;
- b) any vehicle, watercraft including windsurfers and surfboards, aircraft including hang-gliders, powered or otherwise, or their accessories; or
- c) items held or used for any profession, business or employment.

### **Student Accommodation**

Property rented to individual(s) in full time education.

### **Uninsurable Risks (risks We do not insure)**

- a) wear and tear and reduction in value;
- b) Damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin;
- c) mechanical or electrical faults or breakdowns;
- d) damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item or items; or
- e) any other damage caused gradually.

## Meanings of Words continued

### **Underwriter, underwritten**

The company providing the insurance cover under this policy.

### **Unoccupied**

Not lived in by You, any member of Your Family or any other person with Your permission.

### **Untenanted**

Not lived in by a Resident.

### **Valuables**

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, watches, sets of stamps or coins or medals all belonging to You or any member of Your Family.

But not:

- a) property more specifically insured by any other policy; or
- b) property held or used for any profession, business or employment.

### **You/Your**

The person or people named as the policyholder in the schedule/confirmation.



### **More bright ideas**

If You would like more information about ways to protect Your Home and the things in it, try some of these websites.

#### **[www.neighbourhoodwatch.net](http://www.neighbourhoodwatch.net)**

Building secure confident neighbourhoods, why not read up on setting up Your own Neighbourhood scheme.

#### **[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)**

Find out how you can make Your environment a better place - for You, and for future generations.

#### **[www.trustcorgi.com](http://www.trustcorgi.com)**

CORGI—is the national watchdog for gas safety in the United Kingdom.

#### **[www.crimereduction.gov.uk](http://www.crimereduction.gov.uk)**

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