

Home Insurance

Policy Booklet

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

Contents

Page

Welcome to your Tesco Finest Home Insurance Policy	2
If you need to make a claim	2
Handy phone numbers	3
Dealing with others on your behalf	3
Bright Ideas	4-7
The contract of insurance	7
Policy conditions	8-12
Meanings of words	13-15
Section 1 – Buildings cover	16-25
Basis of settling your buildings claims	26
Section 2 – Contents cover	27-43
Unspecified personal possessions cover	39-40
Optional cover – Specified personal possessions extension	41-42
Pedal Cycles	43
Basis of settling your contents claims	44
Policy exclusions that apply to all sections of cover	45
Financial Services Compensation Scheme	45
Tesco Legal Guard	46-56
Home Emergency	57-68
Concierge service	69-70
What to do if you have a complaint	71-72

Welcome to your Tesco Finest Home Insurance Policy

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

You should read this Policy Booklet along with **your Schedule** and **Statement of Fact** as they give **you** full details of **your** cover. If **you** have any questions about **your** policy documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your** policy, please call the Customer Services Line.

Throughout this policy some words are in **bold**. The meanings of these words are explained in the section headed 'Meanings of words' starting on page 13.

If you need to make a claim

We know how stressful it can be when **you** need to make a claim, however the sooner **you** report it, the sooner **we** can help **you**.

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

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

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

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

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

Handy phone numbers

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

Customer
Services Line

0345 674 6666

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

Home
Emergency
Helpline

0330 123 1964

Lines are open 24 hours a day, 365 days a year

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

Dealing with others on your behalf

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

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

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

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

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

Bright Ideas

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

Minimising flood impact

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

- Listen to local radio and TV for severe weather warnings.
- The Environment Agency has a flood line service available throughout the UK.
- If your area is at risk of flooding, or you would like information on what to do in the event of a flood, call the Environment Agency on **0345 988 1188** or go online at **www.environment-agency.gov.uk**.
- Should your area be given a warning, where possible, try to move as much furniture and items as possible to a higher level. Lift furnishings off the ground.
- Placing sandbags by external doors could reduce the flow of water into the property.

Preventing frozen pipes

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

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

Maintaining your home

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

- Check guttering and drainage for signs of blockages. Use a cover over drains to keep out leaves etc.
- Clear vegetation at least annually.
- Check the outside of your home for any essential work – ensure roofs and walls are in good order, check exterior paintwork, pointing, fences etc. Check for dry and wet rot.
- Get an engineer who is on the Gas Safe Register to inspect gas installations annually or in accordance with the manufacturer's guidelines.
- Get electrical installations in the home checked every 10-15 years.

Taking simple fire safety measures

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

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

Making your home more secure

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

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

Securing your outbuildings and garages

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

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

Keeping your valuables safe

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

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

Protecting your home while you are away

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

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

Help with flood or storm damage claims

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

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

More bright ideas

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

www.neighbourhoodwatch.net

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

www.environment-agency.gov.uk

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

www.gassaferegister.co.uk

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

www.crimereduction.gov.uk

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

The contract of insurance

This policy together with the **Schedule** and **Statement of Fact** form a contract of insurance between **you** and **us**. This Policy Booklet contains important information about what is covered and what is not covered under this policy. **Your Schedule** will show the details of **your** cover, including which sections of the policy apply and any **excesses** that apply if **you** make a claim.

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

- (i) loss and/or damage to **your buildings**;
- (ii) loss and/or damage to **your contents**; or
- (iii) certain liabilities incurred by **you**

which occur during the **period of insurance** or as set out in this policy.

Making a false statement, misrepresenting or withholding information from the **administrator** could result in **your** policy being voided, as if the policy never existed. As a result all claims under **your** policy will be refused, all premiums that **you** have paid will be retained and all premiums due to be paid will still be collected. It is **your** responsibility to ensure that all the information that has been given by **you**, or that has been given on **your** behalf, is true and complete. If there are any errors on **your Statement of Fact** or **Schedule**, or the information is not correct, **your** policy may be voided. Please contact the **administrator** if **you** are in any doubt that **your** policy details are correct to ensure that **you**, and any other individual covered by **your** policy, continue to have the full protection of **your** policy.

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

Thank you for choosing the Tesco Bank Finest Home Insurance Policy.

Policy conditions

1 Cancelling the policy

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

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

You may cancel this policy at any time by calling the **administrator** on **0345 674 6666** or writing to the **administrator** at Freepost RSJB-RZZY-HTJB, Tesco Bank Customer Service, P. O. Box 276, Newcastle Upon Tyne NE12 2BT.

We or the **administrator** can cancel this policy at any time, for a valid reason or if there are serious grounds to do so, by sending **you** seven days notice in writing. **We** will send the notice to the last known address **we** have for **you**. **We** will refund **your** premium for the time that was left on **your** policy as long as **you** have not made a claim. Examples of valid reasons or serious grounds may include, but are not limited to:

- Non payment of premium (including missed direct debit payments) that is not resolved following **our** reminders.
- Failing to comply with the policy conditions, as outlined in the policy booklet.
- Failing to cooperate and/or provide the necessary information required to enable **us**, or the **administrator**, to administer **your** policy, claim or investigate fraud.
- Where threatening, abusive or offensive behaviour has been used towards **us** or the **administrator**.
- Where any change **you** tell **us** about occurring during the term of **your** policy that alters the information on **your** policy documents resulting in **us** no longer being able to continue cover.

We will cancel the policy, including home emergency cover, with immediate effect if any claim or part of any claim is made fraudulently or falsely. **We** will notify **you** if **we** do this.

2 Changes you must tell us about

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

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

Some examples of changes **you** must tell **us** or the **administrator** about are as follows:

- change of address;
- any building work;
- **your home** becoming, or **you** intend for **your home** to become, **unoccupied**;
- **you** plan to let or rent out **your home**;
- change of occupation;
- additions to, or increases in the value of, **your contents, valuables** or jewellery;
- **you** plan to use the **home** for any business use, with the exception of childminding, clerical or administrative work;
- **you** or any person usually living with **you** has any unspent criminal convictions, has been declared bankrupt and/or has any unsatisfied County Court judgements; or
- any loss or **incident** that may cause a claim (even if **you** are not making a claim in respect of that loss or **incident** under the policy).

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

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

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

3 Preventing loss

You must take all reasonable steps to:

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

Please refer to Bright Ideas on pages 4, 5, 6 and 7 for some helpful hints.

4 How to make a claim

Buildings and/or Contents

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

- Call the claims number noted on **your Schedule** to report the **incident**.
- Take reasonable action to protect the property from further loss or damage.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Do all that **you** can to get back any property which has been lost.
- Tell the police within 24 hours if any property has been lost outside the **home** or if **you** suspect a loss involves theft, malicious damage or riot.
- **We** will only ask **you** to provide information and assistance that is relevant to **your** claim. **You** must cooperate with **us** fully in providing such information and assistance. **We** may require proof of ownership and/or proof of loss (e.g. receipts, valuations, photographs, instruction booklets and guarantee cards).
- Not incur any costs without **our** agreement before any work commences.
- Report the loss or theft of **money** to the local police within 24 hours of discovering it has been lost or stolen.
- Report the loss or theft of any **credit card** to the local police and credit card company within 24 hours of discovering it has been lost or stolen.

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

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

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

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

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

5 Other insurance policies

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

6 Fraud

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

If **we** have to make any payments to a third party for any loss or damage **you** have caused to them or their property, **we** have the right to recover those costs from **you**.

Additionally, if **we** have made any payments to **you** in respect of the fraudulent claim **you** must repay that sum to **us**. However, these provisions will not affect any valid claim occurring before the fraudulent claim.

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

We may also notify the relevant authorities, so that they may consider criminal proceedings.

7 Renewal

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

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

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

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

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

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

8 Inflation Protection at renewal

Buildings

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

Contents

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

9 Rights of third parties

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

10 The law and language that applies

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

11 No claims discount

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

Meanings of words

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

Accidental damage	Sudden, unexpected physical damage which has not been caused deliberately.
Administrator	Tesco Personal Finance plc (trading as Tesco Bank) 2 South Gyle Crescent, Edinburgh EH12 9FQ. Customer Service Line: 0345 674 6666.
Bedroom	A room used as or originally built to be a bedroom .
Buildings	<p>The main building and any other permanent structure within the boundary of your home including the following:</p> <ul style="list-style-type: none"> • fixtures and fittings (including landlord's fixtures and fittings); • greenhouses, conservatories and garages that have permanent foundations or bases; • permanent swimming pools built of brick, stone or concrete; • hard tennis courts and permanently fixed hot tubs or Jacuzzis; • sheds, patios, terraces, drives, paths and carports; • garden walls, hedges, gates and fences; • service tanks, drains and septic tanks; or • pipes and cables and central heating fuel storage tanks.
Business equipment	Computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones or personal digital assistants) and office furniture related to you or your family's occupation (whether engaged in a full time or part-time basis).
Computer viruses	A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.
Contents	<p>Household goods, valuables, business equipment, money, credit cards, personal possessions, aerials and satellite dishes you, your family or visitors own or are legally responsible for including:</p> <ul style="list-style-type: none"> • domestic garden machinery that does not have to be licensed; • wheelchairs; • registered disabled person's buggies that are not licensed for road use; • electrically or mechanically propelled toys and models that are not licensed for road use; or • golf trolleys which are controlled by someone on foot, <p>but excluding:</p> <ul style="list-style-type: none"> • motorised vehicles (including parts and accessories) except domestic motorised vehicles and motorbike helmets and motorbike clothing; • aircraft including gliders, hang-gliders and microlights; • caravans; • trailers; • water craft and hovercraft; or • parts and accessories in or attached to caravans, trailers, boats or motor vehicles.

Contents (continued)	<ul style="list-style-type: none"> • any living creature; • permanently fitted interior decorations; or • property held or used for any profession, business or employment other than business equipment.
Credit cards	Credit cards , cheque cards, charge cards, debit cards, cash cards and store cards, but not cards held for business purposes.
Domestic motorised vehicles	The following motorised vehicles used in or around the home : <ul style="list-style-type: none"> • domestic garden machinery that does not have to be licensed; • wheelchairs and disabled persons' buggies that are not licensed for road use; or • electrically or mechanically propelled toys, models and golf trolleys controlled by someone on foot.
Endorsement	An agreed change to the terms of the policy as shown in your policy Schedule .
Excess	The amount you must pay towards any claim.
Family	Your husband, wife, civil partner, children, foster children and any other person who permanently lives with you , but not lodgers or any other paying guests.
Flood	Water external to the home entering the home at, or below ground level.
Heave	The upward or sideways movement of the site on which your buildings are situated caused by swelling of the ground.
Home	The property at the address stated in the Schedule , used by you for domestic and home working purposes only.
Home working	Any administrative, clerical, childminding work or any other work carried out by you at your home , agreed by us and confirmed in writing by the administrator .
Incident	An event that might lead to a claim.
Landslip	Sudden movement of soil or rocks on a slope or gradual creep of a slope over a period of time.
Main building	The house, bungalow, flat or maisonette which is situated at the home and in which you or your family live.
Maximum claim limit	The most we will pay for any one claim under any section (or its extension) as shown in the Schedule . If the limits shown in your Schedule are not enough, please contact the administrator .
Money	Cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection), National Savings Stamps, National Savings certificates, share certificates, premium bonds, luncheon vouchers, traveller's cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not items used for business purposes.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in the Schedule .

Personal possessions	Items that you or your family wear or normally take around with you including handbags, baggage, clothing, jewellery, watches, prams, binoculars, portable medical equipment, sports equipment, musical and photographic equipment and furs. Personal possessions are included within the meaning of contents within your home and the value of your personal possessions will be included in the total replacement value of your contents . Any specified items will be included within the total replacement value of your contents . The claims limit can be found on your Schedule .
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
Statement of Fact	The Statement of Fact contains information you gave us . This includes information given on your behalf.
Schedule	The document that shows: <ul style="list-style-type: none"> • your name and address; • the period of insurance; • the sections of this Policy Booklet that apply; • the excesses which apply; • the premium you must pay; • the home that is insured; • the maximum claim limits, and • details of any extensions or endorsements to your cover. <p>We issue a Schedule with each new contract of insurance, when you renew the policy and when we change the policy cover.</p>
Specified items	Items that have been individually identified to us and are shown in your Schedule .
Subsidence	Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves or the sea or river wearing away the land.
Unoccupied	Not lived in or not intended to be lived in for more than 60 days in a row.
Unfurnished	Does not have enough furniture in it for normal living purposes.
Valuables	Jewellery, watches, furs, items made from gold, silver and other precious metals, works of art and collector's items, collections of stamps, coins or medals, precious stones, photographic equipment, binoculars, telescopes, musical instruments, guns. We treat pairs or sets of items as one item.
We, our, us	The authorised Insurer or Lloyd's syndicate shown on the current Schedule .
You, your	The person or people named as the Policyholder in the Schedule .

Section 1 – Buildings cover

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

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

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

What is covered

- 4 Collision with the **buildings** by the following:
- trains, trams or other vehicles;
 - aircraft or other flying objects or anything dropped from them;
 - animals, birds or insects;
 - telegraph poles and lamp posts;
 - falling branches or trees;
 - fireworks; or
 - falling satellite dishes, masts or aerials.

- 5 Storm or **flood**. (Please refer to Bright Ideas on pages 4 and 6.)

- 6 Theft or attempted theft. (Please refer to Bright Ideas on pages 5 and 6.)

- 7 Vandalism or malicious acts.

What is not covered*

- 4 The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged **your buildings**.
Damage caused by cutting down all or part of a tree.

- 5 Loss or damage:
- to gates, hedges or fences;
 - that does not arise from one identifiable event which directly and immediately caused the loss or damage; or
 - caused by **subsidence**, ground **heave** or **landslip** (this damage is covered by cause 9).

- 6 Theft or attempted theft:
- by **you** or any member of **your family**;
 - when **your home** is lived in or occupied overnight by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**; or
 - when **your home** is **unoccupied**.

- 7 Vandalism or malicious acts caused:
- by **you** or any member of **your family**;
 - when **your home** is lived in or occupied overnight by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**; or
 - when **your home** is **unoccupied**.

What is covered	What is not covered*
<p>8 Water or oil escaping from any fixed domestic water or heating installation, including underground drains and pipes or from any domestic appliance.</p>	<p>8 Loss or damage:</p> <ul style="list-style-type: none"> • when the home is unoccupied; • that happens gradually over a period of time; • to the fixed domestic water or heating installation; • caused by subsidence, heave or landslip (this damage is covered by cause 9); or • caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding.
<p>9 Subsidence or ground heave of the site on which the buildings stand, or landslip.</p>	<p>9 Loss or damage:</p> <ul style="list-style-type: none"> • to the buildings or their foundations by settlement; unless the settlement is caused by subsidence of the site on which the buildings stand; • to the buildings or their foundations because the materials they are built from shrink or expand; • caused by the sea or river wearing away the land; • caused by faulty workmanship, faulty materials or faulty design; • caused by the buildings being demolished, altered or having structural repairs carried out; • to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of the building are damaged at the same time and by the same cause;

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

What is covered

What is not covered*

10 Plumbing Installation.

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

10 Loss or damage:

- to walls, gates, hedges, sheds, greenhouses, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, terraces, service tanks, drains, pipes, cables and central fuel storage tanks, unless the **main building** is damaged at the same time and by the same cause; or
 - for which compensation is provided by legislation or contract.
- caused by rust, corrosion or wear and tear;
 - caused when **your home** is **unoccupied** or **unfurnished**;
 - caused by faulty workmanship; or
 - caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding.

11 Service pipes and cables.

The cost of repairing **accidental damage** to underground drains, pipes, cables and tanks which **you** are legally responsible for and which provide services to and from **your home**.

11 Natural failure, wear and tear of drains.

Loss or damage caused by faulty workmanship, faulty materials or faulty design.

12 Glass and sanitary ware permanently fitted to **your home**.

We will pay for accidental breakage to:

- fixed mirrors;
- fixed glass in windows, doors and roofs including conservatories and greenhouses;
- fixed ceramic hobs;
- fixed sanitary fittings in **your home**; and
- solar panels.

12 Loss or damage caused by scratching or denting.

Damage caused when **your home** is **unoccupied** or **unfurnished**.

Damage to window or door frames.

Damage caused by any paying guest or tenant.

The cost of replacing undamaged items.

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

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

What is covered

16 Alternative accommodation and rent.

We will pay the costs of alternative accommodation for **you, your family** and **your** domestic pets if the **buildings** cannot be lived in because of damage insured by this cover.

If **you** rent out part of **your home** or are a tenant, **we** will pay the rent that **you** should have received or are responsible for paying while the **buildings** cannot be lived in as a result of damage insured under this cover.

The most **we** will pay in any one **period of insurance** is the amount shown in the **Schedule**.

What is not covered*

17 Cover when selling **your home**.

If **you** are selling **your home** **we** will cover the buyer under sections 1-16 and 18-25, at the address stated in **your schedule**, up to the date the sale completes.

If **you** are buying another property to live in, **your** new property will be covered under this section for up to three months from the date contracts are exchanged or, in Scotland, the date **your** offer is unconditionally accepted.

17 Property insured under another policy.

Cover does not apply after the sale or purchase has completed.

18 Emergency access to **buildings**.

We will pay for damage to **your buildings** caused by the emergency services if they cause damage while getting into **your home** to deal with an emergency.

The most **we** will pay for any one claim is the amount shown in the **Schedule**.

18 Any amount above the amount shown in the **Schedule**.

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

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

What is covered

What is not covered*

22 Repair of sewer pipe.

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

The most **we** will pay in any one **period of insurance** is the amount shown in the **Schedule**.

23 Squatters.

We will pay for **your** legal fees for evicting squatters from **your home**. **You** must get **our** agreement in writing before **you** start proceedings to receive this benefit.

The most **we** will pay in any one **period of insurance** is shown in **your Schedule**.

23 Legal costs for removing the squatters while **your home** or any part of it is:

- lent, let or sublet to or occupied by someone who is not a member of **your family**; or
- **unoccupied** or **unfurnished**.

24 **Your** liability as the owner of the property.

We will pay the amount **you** or a member of **your family** (as owners of the **home**) legally have to pay for causing:

- accidental death or bodily injury; and/or
- accidental loss of or damage to property owned by a third party

which occurs as a result of an accident within the boundary of the **home** during the **period of insurance**.

24 Any amount for death or bodily injury to **you**, **your family** or any domestic employee.

Any amount for loss or damage to property owned by **you**, leased, let, rented, hired, lent or entrusted to **you**.

Liability arising directly or indirectly from:

- any lift (other than a stairlift) **you** own or **you** are responsible for maintaining;
- any deliberate or malicious act;
- occupation of any land or building;
- using the **home** for any business, trade, profession or employment; or

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

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

What is covered

What is not covered*

- caused by cleaning, washing, restoring, altering, maintaining, repairing, dismantling or misusing the **building**;
- caused by mechanical or electrical faults or breakdowns;
- caused by faulty workmanship or design;
- when **your home** is **unoccupied** or **unfurnished**;
- to hot tubs and Jacuzzis;
- caused by the effects of chemicals;
- caused by frost; or
- caused when any part of **your home** is sublet or occupied by someone who is not a member of **your family**.

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

Basis of settling your buildings claims

- 1.** We will pay for the cost of reinstating, repairing or replacing **your buildings** which are covered by this policy (including any required re-decoration that forms part of a valid claim). We will decide whether to reinstate, repair, replace or pay **you** the cash value. All replaced items will be on a new for old basis. Where **we** have offered to repair or replace any item and **you** instead request for **us** to pay a cash value, **we** will not pay **you** more than the amount it would have cost for **us** to repair or replace the item. All repairs carried out by **our** appointed suppliers are guaranteed for one year. If **your buildings** have not been kept in a good state of repair, **we** may deduct from any payment an appropriate amount in respect of the poor condition of **your buildings** prior to the **incident** for which **you** are claiming.
- 2.** If **we** decide to not repair, replace or rebuild **your buildings** we will send **you** a payment representing the lowest of:
 - a) the amount by which the property has gone down in value because of the damage; or
 - b) the estimated cost of repair.
- 3.** We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- 4.** We will not pay for any drop in the market value of **your home** resulting from rebuilding, repairing or replacing that part of **your buildings** which have been damaged by an **incident**.
- 5.** Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that certain causes are subject to a limit per **period of insurance** and any payments made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**. These are:
 - alternative accommodation and rent;
 - repair of sewer pipe;
 - squatters.
- 6.** Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
- 7.** If **you** are insured for **your buildings** and **your contents** under the same policy, **we** will deduct all applicable compulsory and voluntary **excesses** if **you** make a claim under both covers for the same **incident**. Please refer to **your schedule** to see applicable **excesses**.
- 8.** We will negotiate, defend and settle any liability claim made against **you**. We will do this in **your** name and on **your** behalf.
- 9.** If the decision is made not to proceed with **your** claim, this will be recorded on **your** policy as a notification of loss.

Section 2 – Contents cover

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

What is covered	What is not covered*
<p>You and your family’s contents are covered for loss or damage arising as a result of the insured causes listed below when they are:</p> <ul style="list-style-type: none"> • in the buildings; and • in the open but within the boundary of the home. <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for contents.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Anything more specifically insured in another part of this policy.</p> <p>Any amount above the amount shown in the Schedule.</p> <p>Money and valuables in the open but within the boundary of the home.</p>
<p>1 Fire, lightning, explosion or earthquake. (Please refer to Bright Ideas on page 5.)</p>	<p>1 Singeing, scorching or melting.</p>
<p>2 Smoke.</p>	<p>2 Damage caused by smoke that happens gradually over a period of time.</p>
<p>3 Riot, civil commotion, labour disputes or political disturbances.</p>	<p>3 Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.</p>
<p>4 Collision with the buildings or contents by any of the following:</p> <ul style="list-style-type: none"> • trains, trams or vehicles; • aircraft or other flying objects or anything dropped from them; • animals, birds or insects; • telegraph poles and lamp posts; • falling branches or trees; • fireworks; • falling satellite dishes or aerials. 	<p>4 The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your contents.</p> <p>Damage caused by cutting down all or part of a tree.</p>

What is covered	What is not covered*
5 Storm or flood . (Please refer to Bright Ideas on pages 4 and 6.)	5 Loss or damage: <ul style="list-style-type: none"> • that does not arise from one identifiable event which directly and immediately caused the loss or damage; or • caused by subsidence, ground heave or landslip (this damage is covered by cause 9).
6 Theft or attempted theft. (Please refer to Bright Ideas on pages 5 and 6.)	6 Theft or attempted theft: <ul style="list-style-type: none"> • by you or any member of your family; • when your home is lived in or occupied overnight by someone who is not a member of your family unless forcible and violent entry is used to get into your home; • when your home is unoccupied; • by deception, unless deception is only used to gain entry to the home; • of money and valuables from garages and outbuildings; or • from an unsecured communal area.
7 Vandalism or malicious acts.	7 Vandalism or malicious acts caused: <ul style="list-style-type: none"> • by you or any member of your family; • when your home is lived in or occupied overnight by someone who is not a member of your family unless forcible and violent entry is used to get into your home; or • when your home is unoccupied; or • by computer viruses.
8 Water or oil escaping from any fixed domestic water or heating installation, or from any domestic appliance.	8 Loss or damage: <ul style="list-style-type: none"> • when the home is unoccupied; • that happens gradually over a period of time;

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

What is covered

What is not covered*

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

9 Loss or damage:

- to the fixed domestic water or heating installation;
- caused by **subsidence, heave** or **landslip** (this damage is covered by section 9); or
- caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding.

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

10 Plants in the garden.

We will pay for loss or damage to trees, shrubs, plants and lawns that **you** own, while in the open and within the boundaries of **your home**, as a result of loss or damage insured under causes 1 to 9 of this section.

The most **we** will pay for any one claim is the amount shown in **your Schedule**.

The most **we** will pay for any one tree, shrub or plant is the amount shown in the **Schedule**.

If **you** make a claim for plants in the garden under this section, **you** can not also make a claim for the same **incident** under Section 1 – **Buildings**.

10 Any amount above the amount shown in the **Schedule**.

Loss or damage:

- from wear and tear or reduction in value;
- caused by moths, vermin, insects, parasites, woodworm, rot, fungus or poisoning;
- caused by gradually operating causes such as light or atmospheric conditions;
- caused by frost;
- caused by smoke and bonfires;
- while **your home** is **unoccupied** or **unfurnished**;
- that occurs because **you** have not properly looked after any tree, shrub, plant or lawn; or

What is covered	What is not covered*
	<ul style="list-style-type: none"> caused in connection with your trade, business or profession. <p>Vandalism or malicious acts caused by you or any person lawfully allowed to be in your home.</p>
<p>11 Contents away from your home. Your contents are covered for loss or damage insured under sections 1 to 9 of this cover when they are temporarily removed from your home and kept in another building. These items must be within the UK and will only be covered away from your home for up to 90 days in any 12 month period.</p> <p>Theft of contents (excluding money) must be from:</p> <ul style="list-style-type: none"> any bank or safe deposit, or while you or any member of your family are taking the items to or from the bank or safe deposit; a home or a building you or your family are working or living in temporarily; or any other building if there are visible signs that force or violent means were used to get into or out of the building. <p>Money is covered away from your home only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.</p> <p>The most we will pay for any one claim is the amount shown in your Schedule.</p>	<p>11 Any amount above the amount shown in the Schedule.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> caused by theft or attempted theft from a building unless there are visible signs that forcible and violent entry was used to get into or out of the building; caused by theft or attempted theft from a hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging unless there are visible signs that forcible and violent entry was used to get into or out of the room; to any item kept in a furniture depository or with a storage company; to any item taken out of your home to sell, display or exhibit; from a caravan, mobile home or motorhome; or to any contents not in a building.

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

What is covered

- 12 **Contents** at university/college.
We will pay for loss or damage covered under this section to **contents** belonging to, or which are the responsibility of, **you** or a member of **your family** when they are in halls of residence or any other term time accommodation where **you** or a member of **your family** are living whilst attending college, university or boarding school as a result of loss or damage insured under causes 1 to 9 of this section.
- The most **we** will pay for any one claim is the amount shown in the **Schedule**.

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

- 14 Home entertainment equipment.
We will pay for **accidental damage** to television sets (and their aerials), freeview boxes, desk-top personal computers, DVD recorders, DVD players, games consoles, satellite decoders or receivers, audio equipment, video-recording equipment and radios.

What is not covered*

- 12 Any amount above the amount shown in the **Schedule**.
Loss of **money**.
Loss or damage caused by theft or attempted theft unless there is evidence that forcible or violent entry took place.
Loss or damage caused by **flood** or storm if the property is not in a building.
- 13 Loss or damage caused by scratching or denting.
- 14 Loss or damage:
- from wear and tear or reduction in value;
 - caused by moths, vermin, insects, parasites, woodworm, rot or fungus;
 - that happens gradually over time as a result of causes such as light or atmospheric conditions;
 - caused by scratching or denting;
 - caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item;
 - caused by mechanical or electrical faults or breakdowns;
 - caused by **computer viruses**;
 - to hand-held games consoles; or

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to mobile phones, smartphones, smartwatches, health and fitness bands and portable media players such as MP3/4 players.
<p>15 Alternative accommodation and rent.</p> <p>We will pay the costs of alternative accommodation for you, your family and your domestic pets and the costs of temporarily storing the contents of your home if the buildings cannot be lived in because of damage insured by this cover.</p> <p>If you rent out part of your home or are a tenant, we will pay the rent that you should have received or are responsible for paying while the buildings cannot be lived in as a result of damage insured under this cover.</p> <p>The most we will pay in any one period of insurance is shown in the Schedule.</p>	
<p>16 Metered oil and metered water.</p> <p>We will pay for accidental loss of metered oil or water in domestic heating systems.</p>	<p>16 Loss while the home is unoccupied or unfurnished.</p>
<p>17 Replacement locks.</p> <p>We will pay the cost of replacing and fitting locks on outside doors of any of the buildings or to any safe or alarm system in your home if:</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; or • they are damaged inside the home by an incident insured under this section. <p>If you make a claim for replacement locks under this section, you can not also make a claim for the same incident under Section 1 – Buildings.</p>	

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

What is covered

18 Religious festival increase.

The **maximum claim limit** under this section is increased by the amount shown in the **Schedule** during the month of **your** religious festival to cover gifts and extra drink and food bought for the religious festival.

If **you** make a claim for Religious festival increase, **you** cannot also make a claim for the same **incident** under Wedding and civil partnership gifts and/or Birth and adoption increase.

All other individual policy limits shown on **your Schedule** will apply to a claim made under this Section.

What is not covered*

19 Wedding and civil partnership gifts.

The **maximum claim limit** under this section is increased by the amount shown in the **Schedule** for 4 weeks before and 4 weeks after **your** or any member of **your family's** wedding day or civil partnership ceremony day, to cover gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, **we** will insure the gifts against loss or damage when they are:

- in **your home**;
- in the building where the wedding reception or civil partnership reception is held; or
- being transported between **your home** and the reception.

If **you** make a claim for Wedding and civil partnership gifts increase, **you** cannot also make a claim for the same **incident** under Religious festival increase and/or Birth and adoption increase.

All other individual policy limits shown on **your Schedule** will apply to a claim made under this Section.

What is covered	What is not covered*
<p>20 Birth and adoption increase.</p> <p>The maximum claim limit under this section is increased by the amount shown in the Schedule for 4 weeks before and 4 weeks after the birth of or adoption of a child to any member of your family.</p> <p>All other individual policy limits shown on your Schedule will apply to a claim made under this Section.</p>	
<p>21 Household removal.</p> <p>We will pay for accidental loss of or damage to your contents while they are being permanently moved by a removal company from your home to any other private property you are going to live in within the UK. This includes while they are being temporarily kept in a furniture depository or with a storage company for up to 72 hours.</p>	<p>21 Loss or damage to china, glass or other fragile items.</p> <p>Loss of money.</p>
<p>22 Legally downloaded information.</p> <p>We will pay for loss or damage covered under this section to information that you have legally bought and stored on your home entertainment equipment, mobile phone, smartphone, smartwatch, portable media player or hand-held games consoles if it is lost or damaged.</p>	<p>22 Loss or damage caused by computer viruses.</p> <p>Loss or damage caused by anything you have downloaded illegally or from illegal websites.</p>
<p>23 Frozen foods.</p> <p>We will pay the costs of replacing food spoilt in any freezer or fridge in your home caused by:</p> <ul style="list-style-type: none"> • a rise or fall in temperature; or • contamination by refrigerant or refrigerant fumes. 	<p>23 Loss or damage caused by:</p> <ul style="list-style-type: none"> • your power supply being cut off by the electricity supplier; or • a strike, a lockout or an industrial dispute. <p>Loss while the home is unoccupied.</p>

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

What is covered

24 Occupier's and personal liability.

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

- accidental death or bodily injury; or
- accidental loss of or damage to property which is caused by an accident happening during the **period of insurance** and arising:

(a) from **you** occupation (but not ownership) of the **buildings**; or

(b) in a private role not connected with owning the **buildings**.

The most **we** will pay under this section for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **Schedule** plus any costs and expenses **we** agree in writing.

If **you** die, **we** will extend the cover **you** would have received under this section to **your** legal representative.

What is not covered*

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

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

Liability arising out of owning, using or possessing any:

- motorised vehicles, drones, quadcopters or octocopters, but not other **domestic motorised vehicles**;
- aircraft (including gliders, hang-gliders and microlights);
- caravans;
- trailers;
- watercraft and hovercraft;
- firearms, except legally held sporting guns used for sporting purposes;
- dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or
- lift (other than a stairlift) **you** own or **you** are responsible for maintaining.

Injury or damage arising from:

- a direct or indirect result of an assault or alleged assault;
- any deliberate or malicious act;
- hunting or racing of any kind, except on foot; or
- **your** business, trade, profession or employment.

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

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

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

What is covered

25 Employer's liability.

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

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

The most **we** will pay under this section for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **Schedule** plus any costs and expenses **we** agree in writing.

What is not covered*

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

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

What is covered

26 Tenant's liability.

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

- damage to the structure of **your home**, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under Section 2 – **Contents** of this policy;
- the cost of repairing **accidental damage** to the cables, underground pipes and drains (and their inspection covers) which serve **your home**;
- accidental breakage to fixed sanitary fittings and bathroom fittings; and
- accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses and conservatories.

The most **we** will pay under this section for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **Schedule** plus any costs and expenses **we** agree in writing.

What is not covered*

- 26 Loss or damage excluded under any of the causes 1 to 9 of section 2 – **Contents**.

What is covered

27 **Accidental damage** occurring during the **period of insurance**.

What is not covered*

27 Any event already covered under Section 2 – **Contents**.

Anything listed as not covered under the **Contents** section, insured events 1-12 & 14-21.

Loss or damage:

- from wear and tear or reduction in value;
- caused by moths, vermin, insects, parasites, woodworm, rot or fungus;
- that happens gradually over time as a result of causes such as light or atmospheric conditions;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item;
- caused by mechanical or electrical faults or breakdowns;
- to pedal cycles;
- to sports equipment when it is being used;
- to corneal or contact lenses;
- to **money**;
- if **your home** is sublet or occupied by someone who is not a member of **your family**;
- caused by **computer viruses**;
- to food and drink;
- to documents and securities such as share or bond certificates;
- to clothing, including furs;
- caused by faulty workmanship or design; or
- when **your home** is **unoccupied** or **unfurnished**.

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

Section 2 – Contents cover – Unspecified personal possessions cover

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

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

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to sports equipment when it is being used; • to pedal cycles; • to reeds, strings, bridges or drum skins of musical instruments; • to crowns, caps or fillings in teeth; • to dentures while being used for eating; • to corneal or contact lenses; • to china or glass (except spectacles); • to documents and securities such as share or bond certificates; • to motor vehicles, trailers, caravans, boats, aircraft including gliders, hang-gliders and microlights, or the accessories or associated equipment belonging to any of these (apart from motorbike helmets and motorbike clothing); • to portable televisions, car audio or car audio-visual equipment and car phones; • to household goods or furniture; • to camping equipment; • to plants, shrubs or trees growing in the garden; or • to animals. <p>Mechanical or electrical faults or breakdowns.</p>

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

Section 2 – Contents optional cover – Specified personal possessions extension

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

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

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

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

Section 2 – Contents cover – Pedal Cycles

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

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

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

Basis of settling your contents claims

- 1.** We will pay for the cost of reinstating, repairing or replacing **your contents** which are covered by this policy (including any required re-decoration that forms part of a valid claim). We will decide whether to reinstate, repair, replace or pay **you** the cash value. All replaced items will be on a new for old basis. Where **we** have offered to repair or replace any item and **you** instead request for **us** to pay a cash value, **we** will not pay **you** more than the amount it would have cost for **us** to repair or replace the item. All repairs carried out by **our** appointed suppliers are guaranteed for one year.
- 2.** If **your contents maximum claim limit** is not enough to replace all the **contents** in **your home** with new items of the same quality and type, **we** may either
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
- 3.** The most **we** will pay for any one claim for **valuables**, pedal cycles or any other **specified item** is the **maximum claim limit** shown in **your Schedule**. This should be enough to replace these items as new based on the information that **you** have given **us**. If this is not the case at the time when **you** make a claim **we** may either
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
- 4.** We will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- 5.** Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that alternative accommodation and rent is subject to a limit per **period of insurance** and any payment made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**.
- 6.** Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
- 7.** If **you** are insured for **your buildings** and **your contents** under the same policy, **we** will deduct all applicable compulsory and voluntary **excesses** if **you** make a claim under both covers for the same **incident**. Please refer to **your schedule** to see applicable **excesses**.
- 8.** We will negotiate, defend and settle any liability claim made against **you**. We will do this in **your** name and on **your** behalf.
- 9.** If the decision is made not to proceed with **your** claim, this will be recorded on **your** policy as a notification of loss.

Policy exclusions that apply to all sections of cover

This policy does not cover the following:

- Loss or damage caused by any criminal or deliberate act permitted by **you** or **your family** and carried out by **you, your family** or anyone lawfully in **your home**.
- Loss or damage that happened before this policy came into force.
- Any claim where **you** would be paid under any other policy if this policy did not exist.
- Any loss or damage which results from the **incident** that caused **you** to claim, except as specifically provided for under this policy.
- Loss or damage caused by domestic animals or pets.
- The cost of maintenance and routine re-decorating unless required under an insured event.
- Costs associated with general maintenance to **your home** such as defective rendering, repointing chimneys or general roof maintenance.
- Loss or damage that would not have arisen if there had not been a failure to deal with existing damage that would have been noticeable, you were aware of and/or where there has been an unreasonable delay in starting to deal with the damage.
- Any reduction in the market value of any property following its repair or reinstatement.
- Any expense, legal liability, loss or damage to property directly or indirectly caused by **terrorism**.
- **Terrorism** is defined as any person or people, whether acting alone or in connection with any organisation or Government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes. This includes an intention to influence any Government or to put members of the public in fear.
- Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
 - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
 - property being confiscated or detained by customs or other officials;
 - pressure waves caused by aircraft and other flying objects travelling at any speed;
 - ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or war, invasion, revolution or any similar event.
- Any expense, legal liability, loss or damage to property directly or indirectly caused by pollution or contamination.
- Any costs **you** incur in preparing any claim under this policy.

Financial Services Compensation Scheme

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

Tesco Legal Guard

Household Legal Insurance Policy

Claims Helpline

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

Throughout this section of the Policy Booklet certain words and phrases are printed in **bold**. These have the meanings set out on page 47-49 of this Policy Booklet.

Introduction

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

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

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

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

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

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

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

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

Meanings of words

Throughout this Section of the Policy Booklet certain words and phrases are printed in **bold**. These have the meanings set out below:

Administrator

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

Adviser

Our specialist panel of solicitors or their agents (including accountants) appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **adviser**.

Adverse Costs

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

Costs

Standard advisers' costs and **adverse costs**.

Data Controller

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

Data Protection Legislation

means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a Party is subject, including the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (the "DP Directive") (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018) or, in the event that

the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time.

Insurer

AmTrust Europe Limited

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

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

Insured Period

The length of time that the contract of insurance applies for. This is shown in **your** insurance **Schedule**.

Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions (interdicts in Scotland) and/or specific performance (specific implement in Scotland); or
- The defence of criminal prosecutions to do with **your** employment, or the defence of motor prosecutions.

Maximum Amount Payable

£100,000 which is the maximum amount payable in respect of an **insured incident**.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a specialist panel solicitor or their agents.

Standard Basis

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

Territorial Limits

Sections of cover 2 & 4: The European Union, Channel Islands and Isle of Man.

All other sections of cover: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our

Arc Legal Assistance Limited or as otherwise notified to **you** by the **administrator**, acting with good reason (such as where they or the underwriters appoint another third party to manage claims under this section of **your** policy).

You/Your

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

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

Terms of cover

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

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

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits** and
- b) The **legal action** takes place within the **territorial limits**.

Once **your** claim has been accepted on the terms set out in this section of **your** policy, **we** will appoint one of **our** panel of solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own **adviser**, **you** can only do so once court proceedings are issued or a conflict of interest arises but **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected. Where **we** agree to **your** own choice of **adviser**, **you** will be liable to pay any **advisers'** **costs** over and above **our standard advisers' costs**.

How to make a claim

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

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

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

Conditions

1. Claims

- a) **You** must notify claims immediately after **you** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the

claim or a result of something **you** do or fail to do which prejudices **your** position or the position of the **insurer** in connection with the **legal action**, **your** prospects of succeeding in the case fall to 50% or less, or **our** costs increase above the level that would otherwise be the case. To report a claim **you** must follow the instructions under the 'How to make a claim' section above.

- b) **You** must allow **us** to take over and conduct the legal proceedings in **your** name at any time.
- c) **We** shall appoint the **adviser** to act on **your** behalf.
- d) **You** must supply all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. **We** will advise **you** of what **our standard advisers' costs** are when **you** elect to use a legal representative of **your** choice. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.
- e) The **adviser** must:
 - i) Keep **us** fully advised of all developments and provide such information as **we** may reasonably require.
 - ii) Keep **us** advised of **advisers' costs** incurred.
 - iii) Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by **us**.
 - iv) Where possible, attempt recovery of costs from third parties.
- f) **You** must not negotiate, or settle the claim without **our** written agreement, which will not be withheld without good reason.
- g) If **you** refuse to settle the claim following a reasonable offer, or advice to do so from the **adviser**, **we** may refuse to pay further **costs**.
- h) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
 - i) **You** shall supply all information reasonably requested by the **adviser** and **us**.
 - j) **You** are responsible for all legal costs and expenses including **adverse costs** if **you** withdraw from the legal proceedings without **our** written agreement. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
 - k) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct.

2. Prospects of Success

You only have cover under this policy where there is a more than 50% chance of winning the case and achieving a positive outcome.

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake;
- b) Being able to enforce a judgement; or
- c) Being able to achieve an outcome which best serves **your** interests.

3. Dual insurance

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** fair share (rateable portion) of the claim.

4. Cancellation

You have a 14 day cooling off period from the receipt of **your** Policy Booklet to cancel cover. To exercise **your** right to cancel during the cooling off period please contact the **administrator**, who will arrange a refund of **your** premium subject to no claims having been made. If **you, we** or the **administrator** cancel the policy after the 14 day cooling off period, **you** will receive a proportion of the premium for the remaining **insured period**, as long as no claims have been made in the current **insured period**.

In the event that the household insurance policy sold in conjunction with this policy is cancelled, then this policy will automatically be cancelled. **You** cannot cancel this section of the policy without cancelling all sections of cover.

We or the **administrator** can cancel this insurance at any time by giving **you** seven days' written notice to **your** last known address. If **we** or the **administrator** do cancel this insurance **you** will receive a refund of a proportion of the premium for the rest of the **insured period**.

5. Disputes

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

6. English Law and language

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

Legal helpline

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

Simply telephone **0345 030 3182** and quote '**Tesco Family Legal Guard**'.

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

Sections of cover

1. Employment Disputes

What is insured:

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

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

What is not insured:

Claims

- a) For **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment.
- b) To defend any dispute other than defending a counter claim.
- c) Any dispute relating solely to personal injury.

2. Contract

What is insured:

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

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

What is not insured:

Claims

- a) Where the breach of contract occurred before **you** purchased this insurance.
- b) Relating to a lease tenancy or licence to use property or land where **you** act as the landlord.
- c) Relating to **your** business, venture for gain, profession or employment.

- d) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
- f) Directly or indirectly arising from constructing buildings or altering their structure, except in relation to disputes where the amount in dispute is less than £5,000 inc. VAT.

3. Property

What is insured:

Costs to pursue a **legal action**:

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

What is not insured:

Claims

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

4. Personal Injury

What is insured:

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

What is not insured:

Claims

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

5. Tax

What is insured:

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

This cover applies only if **you** have:

- a) Maintained proper, complete, truthful and up to date records.
- b) Made all returns at the due time.
- c) Provided all information that the HM Revenue and Customs reasonably requires.

What is not insured:

Claims

Arising from or relating to:

- i) An investigation by the Special Investigation Office or the Special Compliance Office of HM Revenue and Customs.
- ii) The submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.
- iii) A tax avoidance scheme.
- iv) **Your** business or any venture for gain by **you**.

6. Legal Defence

What is insured:

Costs

- a) in a **legal action** to defend **your** legal rights in the following circumstances:
 - i) Arising out of **your** work as an employee
 - Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
 - In a prosecution brought against **you** in a court of criminal jurisdiction.
 - In a civil action brought against **you** as a **Data Controller** for compensation under **Data Protection Legislation**.
 - In civil proceedings brought against **you** under legislation for unlawful discrimination.
 - ii) Arising out of a motoring prosecution brought against **you**.
- b) To defend **your** legal rights:
 - i) In a formal investigation or disciplinary hearing brought against **you** by any trade association or professional or regulatory body.
 - ii) In a dispute over something left to **you** in a will.

What is not insured:

Claims

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

7. Absence from work

What is insured:

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

General exclusions

1. There is no cover where:

- a) **You** fail to comply with the Conditions of this section of **your** insurance policy.
- b) **You** knew when first buying this insurance that the circumstances leading to a claim under this insurance already existed.
- c) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.
- d) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**.
- c) Any claim **you** make which is false or fraudulent or exaggerated.
- d) Defending **legal actions** arising from anything **you** did deliberately or recklessly.
- e) **Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim arising from or relating to:

- a) A dispute between **you** and someone **you** live with or have lived with.
- b) Fines, penalties or compensation.
- c) Defamation.
- d) An application for a judicial review.
- e) Defending or pursuing new areas of law or test cases.
- f) Patents, copyright, trademarks, passing off, trade or service marks, registered designs, secrecy and confidential information.

Authorisation

We are authorised and regulated by the Financial Conduct Authority.

Our registration number is 305958.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

You can check this on the Financial Services Register by visiting the website

www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on

0800 111 6768 or the PRA on **0207 601 4878**.

Financial Services Compensation Scheme

We and the **insurer** are covered by the Financial Services Compensation Scheme (FSCS).

If **we** or the **insurer** cannot meet **our** liabilities, **you** may be entitled to compensation from the scheme. **You** can get more information on the Financial Services Compensation Scheme at **www.fscs.org.uk** or by calling **0800 678 1100** or **0207 741 4100**.

Home Emergency

Introduction

Tesco Home Emergency cover is arranged and administered by Tesco Personal Finance plc (trading as Tesco Bank) and is underwritten by the UK Branch Inter Partner Assistance SA, and included as a benefit of Tesco Finest Home Insurance. Claims are handled by **AXA Assistance (UK) Ltd.** Inter Partner Assistance SA is authorised by the Belgian National Bank and is subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request. **IPA** is registered with the FCA, registration number 202664.

Throughout this section of the Policy Booklet certain words and terms in bold have a particular meaning. These are set out on pages 58 and 59.

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

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

Duration

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

Cancellation

You have a 14 day cooling off period from the receipt of **your** Policy Booklet to cancel cover. To exercise **your** right to cancel during the cooling off period please contact the **administrator**, who will arrange a refund of **your** premium subject to no claims having been made. If **you, we** or the **administrator** cancel the policy after the 14 day cooling off period, **you** will receive a proportion of the premium for the remaining period of insurance, as long as no claims have been made in the current period of insurance.

In the event that the household insurance policy sold in conjunction with this policy is cancelled, then this policy will automatically be cancelled. **You** cannot cancel this section of the policy without cancelling all sections of cover.

The Law that Applies to this Policy

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

Definitions relating to your Home Emergency cover:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IPA: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. Registered No. FC008998. IPA is a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group. IPA is authorised by the Belgian National Bank and is subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom.

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

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

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

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

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

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

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

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

How to make a claim

1. If **you** suffer an **incident** at the address on **your Policy Schedule** relating to the element(s) covered by this policy, **you** must report **your** claim via the 24 Hour Home Emergency Claims Number **0330 123 1964** at the time of the **emergency or breakdown and/or failure**.
2. **We** will send an **authorised repairer or contractor** to attend **your property** and deal with the incident, provided that the incident is covered by this policy.
3. This cover includes the cost of **call-out**, labour, parts, materials and VAT up to the **claims limit** of £500 per claim.
4. **IPA** will not cover the costs of work carried out by contractors not authorised by **us** in advance. **Any gas leaks MUST in the first instance be reported to the National Gas Emergency Service 0800 111 999.**
5. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **IPA** will not pay more than **IPA's** fair share (rateable proportion) of any claim.
6. **You** must co-operate with the **claims handler** in obtaining reimbursement of any costs **IPA** incurs under the terms of this cover, which may have been caused by the action of a third party, against whom **you** have a legal right of action.

What is covered?

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

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

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 66 and 67.

2. The following is not covered under **Section A:**

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

What is covered?

Section B: Domestic electrical wiring

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

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 66 and 67.

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

What is covered?

Section C: Internal Plumbing Cover

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

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 66 and 67.

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

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

What is covered?

Section D: Underground External Drainage Cover

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

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 66 and 67.

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

What is covered?

Section E: Security

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

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 66 and 67.

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

What is covered?

Section F: Pest

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

What is not covered?

This should be read in conjunction with the General Exclusions set out on pages 66 and 67.

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

General exclusions relating to this section of the Policy Booklet:

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

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

- f) damage caused to the **property** and/or its **contents** whilst dealing with a claim will not be reinstated to the original condition. The **authorised repairer or contractor** will advise if any damage is likely to occur;
- g) any defect, damage or failure caused by:
 - i) modification or attempted repair to all or any part of **your** property by **you** or **your** own contractor which results in damage to that or another part of **your** property;
 - ii) **your**, or **your** contractor's failure to comply with recognised industry standards;
 - iii) **your**, or **your** contractor's malicious or wilful action, misuse or negligence;
- h) any losses that are indirectly associated with the incident that caused **you** to claim, unless caused by **our** negligence or that of **our** agents. For example, loss of earnings due to time taken off work to deal with the incident will not be covered;
- i) costs incurred where **you** have been informed of the need to complete permanent repairs, remedial work or maintenance to prevent a future incident or emergency. Such work will need to be carried out at **your** expense;
- j) any situation where a specialist contractor is required, e.g. where asbestos is present;
- k) any costs above the maximum amount(s) detailed under 'What is Covered?' **You** are responsible for agreeing and settling these costs directly with the **authorised repairer or contractor**;
- l) any loss arising from **subsidence, heave** of the site or **landslip** caused by:
 - bedding down of new structures;
 - demolition or structural repairs or alterations to the **property**;
 - faulty workmanship or the use of defective materials;
 - river or coastal erosion;
- m) any loss or damage arising as a consequence of:
 - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- n) **we** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The Financial Services Compensation Scheme

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

What to do if you have a complaint?

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

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

Financial Ombudsman Service
Exchange Tower, London E14 9SR

Email: complaint.info@financialombudsman.org.uk

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

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform

<http://ec.europa.eu/consumers/odr> which has been set up by the EU Commission.

Concierge service

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

The Concierge service:

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

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

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

You can phone the concierge team on **0333 200 0381** or email request@tescofinestconcierge.com for help in the following areas:

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

Three good reasons to use the concierge service

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

Getting started with concierge

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

Terms and conditions of the concierge service

1. This service is provided to policyholders of Tesco Finest Home Insurance in the United Kingdom, the Channel Islands and the Isle of Man only.
2. **You** will need to provide **your** surname and **your** client reference number to place a request with the concierge service.
3. Calls to the concierge service may be recorded for quality and training purposes.
4. Customer details will be held securely in order to fulfil a concierge request and will not be used for any other purpose.
5. Tickets and services sourced by the concierge service are subject to availability.
6. Access to this service lasts for the duration of the Tesco Finest Home Insurance policy and ceases if the policy is cancelled.
7. To make a complaint about the service, **you** should refer to the complaints procedure laid out for the main policy on page 71-72.

What to do if you have a complaint

In this complaints section **we**, **us** and **our**, mean the **administrator** as specified in this Policy Booklet, as well as the Insurers named in **your** current **Schedule** and any holding companies, subsidiaries or linked companies.

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

Step 1: Let us know

If you have a complaint about your policy:

- Telephone Tesco Bank on **0345 674 6666**; or
- Write to Tesco Bank at the address shown below:

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

If you have a complaint about your claim

- Contact **your** claim handler first. **You** will find their details on any letters they have sent to **you**; or
- Write to the Claims Manager who will ensure that the matter is dealt with at a senior level. The address can be found on any letters that **you** have received.

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

Online Dispute Resolution (ODR)

If **you** purchased **your** policy with **us** online **you** may also be eligible to complain using the ODR service. Further information on ODR can be obtained at <http://ec.europa.eu/odr> or on the “Make a complaint” section of the Tesco Bank website. Please note that using the ODR service will not mean that **your** complaint is resolved more quickly than if **you** complain to **us** directly.

Step 2: Contact the Financial Ombudsman Service

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

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

www.financial-ombudsman.org.uk

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

Tesco Home Insurance phone numbers

Customer Services Line	0345 674 6666	Lines are open: Monday to Friday 8am-9pm, Saturday and Sunday 9am-5pm.
Home Emergency helpline	0330 123 1964	Lines are open 24 hours a day, 365 days a year.
Tesco Legal Guard helpline	0345 030 3182	Lines are open 24 hours.
Concierge service	0333 200 0381	Lines are open 24 hours.

We could help you save on other insurance too

Car Insurance	0345 3010731	Lines are open: Monday to Friday 8am-9pm, Saturday and Sunday 9am-5pm.
Pet Insurance	0345 078 3801	Lines are open: Monday to Friday 8am and 8pm, Saturday 9am-5pm and Sunday 10am-5pm.
tescobank.com		

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

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

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

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

Tesco Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We may monitor and record calls for training purposes to improve the quality of our service and to detect and prevent fraud.

 **Please recycle me**