

Home Insurance

**Your Home
Options Contents
policy booklet.**

Protecting the things you value.

 **BANK OF SCOTLAND**
With you all the way

Useful contact details.



General Enquiries
0845 604 6536

Home Insurance Claims
Please see your policy schedule.

Legal Expenses Claims
& Enquiries



0800 028 0870

In the event of a domestic emergency (e.g. burst pipe, leaking roof or broken window etc), **call the Emergency Hotline* 0845 672 2804** for 24-hour access to a network of domestic assistance providers and advice on domestic emergencies. This service is separate to that provided by your Insurer.

*For details see page 41.

Address for correspondence

Bank of Scotland Insurance, Home Customer Services, PO Box 787,
1 Lovell Park Road, Leeds, LS1 9LJ.

Finding your way around your policy.

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Welcome to Bank of Scotland Insurance.

To bring you your Bank of Scotland Home Insurance, we have searched our panel of leading insurers for a competitive price. Details of your Insurer are shown in your policy schedule. All administration is dealt with by us on behalf of the Insurer, apart from in the event of a claim.

This is your Home Options Contents policy booklet. Please keep it in a safe place as it sets out the details of the contract **you** have made with the Insurer shown in your policy schedule.

What services do we provide?

We act as an administrator making any amendments to your policy or updates to your cover. Any premiums we collect or refunds we make to you will be on behalf of your Insurer.

How do I claim?

Please see Page 6 for further details of what to do if you need to make a claim.

How do I make a complaint?

We will always make every effort to meet the high standards we have set, but if you ever feel we have fallen short of what you expect then please see page 48 for details of who to contact if you need to make a complaint.

How do I renew my insurance?

Each year at renewal you will receive your renewal documents. These will offer you a competitive price from our panel of insurers and let you know what you need to do.

Introduction to your Home Options Contents insurance cover.

This insurance policy will cover loss or damage arising during the **insurance period** due to an insured cause that occurs during the **insurance period**.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear, maintenance or loss or damage that happens gradually over a period of time. Examples are, but not limited to:

- Corrosion
- Rot
- Damp
- Condensation
- Lack of maintenance
- Decay / Decomposition

Full details of what is and is not covered by this policy are stated:

Under General conditions and exceptions pages 44-47

And Sections 1-6 of this booklet.

Please read this policy booklet, together with your policy **schedule** and any endorsements, to check which sections of this booklet apply.

Please read the documents carefully to ensure they give **you** the cover **you** need. If **you** have any questions, please contact Bank of Scotland using the details shown on page 2.

You can cancel your policy by writing to **us** or by calling **us**.

If **you** cancel within the first 14 days your premium will be refunded unless **you** have made a claim. This 14 day period starts on the day **you** receive your policy documents or the day your policy starts, whichever is the later.

If **you** cancel at any other time **you** will need to give us 30 days notice and **we** will refund any premium **you** have paid for the rest of the **insurance period**, provided it is more than £5.

For full cancellation rights, please refer to the cancellation section on page 45 of this booklet.

The law applicable to the policy

This policy is governed by the law that applies to the part of the **British Isles** where **your home** is situated. Any dispute regarding this policy will be dealt with exclusively by the courts in that part of the **British Isles**.

Changes you must tell us about

When **you** arranged this insurance, **you** told **us** certain facts about:

- **Your home.**
- The people who live in it.
- The possessions **you** wish to insure.

If there are any changes which alter these facts, your cover may be affected. Please see page 44 for details.

How do I claim?

If you need to make a claim, the main steps are outlined below.

- Check your policy booklet and **schedule** which gives details of what is covered and read the detailed claims procedure and conditions on page 42-43 of this booklet.
- Inform the police straightaway in the case of malicious damage, theft, attempted theft or accidental loss, and obtain the crime reference number.
- Call the number shown on your policy **schedule** as soon as possible, and provide **us** with details of what has happened. **We** will then try to resolve your claim as quickly as **we** can.
- Please do not undertake any repairs without talking to **us** first, unless they are urgent and will prevent further damage.
- Please do not dispose of any damaged goods without **our** consent, as **we** may need to see them. If **you** do not allow **us** an opportunity to inspect **your** damaged property, it may affect your claim. This does not apply to spoiled food which can be disposed of as soon as a list has been made of the damaged items.

At **our** discretion, **we** can either repair or replace any item as new if available, or otherwise the nearest equivalent, or make a money payment instead. In the event of a money payment, the payment will be based on the cost of repair or replacement to **us**. If **we** instruct any tradesman, **we** will do so on your behalf.

Please note that on most claims **you** pay the **excess** (the amount is shown in your **schedule**) of each claim, or series of claims, arising from one event causing property damage or loss.

Remember also that a claim may affect your No Claims Discount entitlement and/or the policy terms at next renewal. Therefore, it may be in your interests to balance this against the amount **you** are claiming, particularly if it is a relatively small amount.

Please also refer to 'Claims procedure and conditions' on pages 42-43 of this booklet.

Words and phrases with special meanings.

Whenever the following words and phrases appear in this policy booklet in bold print, the following definitions will apply:

Accidental Breakage - Breakage caused suddenly by external means, which is not expected and not deliberate.

Accidental Damage - Physical damage caused suddenly by an outside force which is not expected and not deliberate.

British Isles - England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and the Isle of Man.

Business Contents - Furniture, office equipment, tools, fixtures, fittings and stationery which is owned by, or the legal responsibility of, **you** or your **family**, and which are used for the business, trade or profession of **you** or your **family**.

Contents

- Household goods, **high risk items** and personal effects owned by **you** or your **family**, or for which **you** or your **family** are legally responsible.
- **Contents** owned by people employed by **you** or your **family**, in **your home** and who live there.
- Visitors' **personal belongings** in **your home**, up to £250 for each visitor.

Contents in the open - **Contents** outside **your home**, on land belonging to **your home**.

Credit Cards - Credit, debit, charge, bankers or cash dispenser cards, all issued in the **British Isles**, which belong to **you** or your **family**.

Documents - Deeds, bonds or certificates which are evidence of ownership, or of a sum of **money** owed to **you** or any of your **family**, or similar private documents.

Domestic staff - Any domestic staff **you** or your **family** employ, under a contract of service, to work in or around **your home**.

Excess - The first amount of each claim **you** have to pay. If **you** make a claim under more than one section for loss or damage which happens at the same time by the same cause, **we** will take off only one **excess**.

Family - Your spouse or partner and children (including adopted and foster children) and any other relatives all permanently living with **you**.

Words and phrases with special meanings.

(continued)

High Risk Items - Televisions, personal computers, audio and video equipment, photographic equipment, jewellery, items made from precious metal, clocks, watches, furs, pictures, works of art, curios and stamp or coin collections.

Home - The private dwelling shown in your **schedule**, together with its garages, outbuildings, sheds and greenhouses, all owned or used by **you** for private and domestic purposes.

Household - Your **family** and **domestic staff**.

Index Linking - The **sum insured** for **contents** and any specified items shown on your **schedule**, will be adjusted each month using the Consumer Durables Section of the Retail Price Index. Should this not be available, another appropriate index will be used. No charge will be made for this during the year, however, renewal premiums will be adjusted based on the revised **sum insured**. If the index reduces, **we** will not lower your **sum insured**, unless **you** ask **us** to.

Index linking of the **sum insured** will only be applied where **you** have set a specific **sum insured**. Where **we** have set your **sum insured**, **index linking** will not apply. Your **schedule** will clearly indicate when **index linking** is applicable to your **sum insured**.

Please note, any **sum insured** stated in any of the other sections of your policy will not be subject to **index linking**.

Insurance Period - The period during which **you** have insurance cover which is shown in your policy **schedule**.

Insurer - The insurers specified in your policy **schedule**.

Lloyds TSB - Lloyds TSB Insurance Services Limited who are the administrator on behalf of your **Insurer**.

Money - Cash, currency notes, bank notes, gift vouchers, money orders and current postage stamps, cheques, savings and trading stamps, savings certificates and savings bonds, luncheon vouchers, traveller's cheques, travel tickets and phonecards, all held for social and domestic purposes.

Words and phrases with special meanings.

(continued)

Personal Belongings - Items normally worn, used or carried by **you** or a member of your **family** in everyday life, musical instruments, sports equipment and portable electronic equipment. The item must be owned by or be the legal responsibility of **you** or a member of your **family**.

Satellite Receiving Equipment - Professionally installed, external television satellite receiving equipment, which is permanently fixed to **your home**.

Schedule - The Home Insurance Policy Schedule which tells **you** the sections of this booklet under which **you** are covered, the **insurance period** and other details about the cover provided by your policy.

Securities - Any document or certificate which is proof of an investment, or of **money** owed to **you** or your **family**.

Stock or Trade Samples - Goods held by **you** or your **family**, for sale or supply, or as trade samples.

Sum Insured - This is the total amount **you** are insured for and the maximum **we** can pay out if **you** make a claim.

Unfurnished - Without sufficient furniture for normal living purposes for more than 30 consecutive days.

Unoccupied - Not lived in by **you** or a member of your **family** for more than 30 consecutive days. By lived in, we mean staying overnight for at least 5 nights in a row every month or 2 nights in a row every week.

We/Our/Us - The **insurers** specified in your **schedule**.

You - The Person(s) named in the **schedule** as the Policyholder.

Your - Owned or hired by **you**, or for which **you** are legally responsible.

Section 1 – Your contents cover.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

What you are covered for

What is covered

The **contents** are insured against loss or damage by the following causes:

1. Fire, smoke, explosion, lightning or earthquake.

What is not covered

- The amount of any **excess** shown in the **schedule**.
 - Road vehicles or any other mechanically propelled or assisted vehicles or toys, or parts or accessories for any of them except for motorised garden tools, electric wheelchairs and remote-controlled or battery-powered models or toys.
 - Aircraft, caravans, trailers, boats, windsurfers, other watercraft, or parts or accessories for any of them.
 - Pets and livestock.
 - Growing trees, shrubs or plants.
 - Fixtures and fittings other than fixed items of decoration and home improvements **you** make as a tenant.
 - **Documents** of any kind, except those covered under 'Deeds and **Documents**' – page 15.
 - Any articles used or held for business or professional purposes, either wholly or partly.
 - Any item which is more specifically insured, either by this policy or any other policy.
-
- Damage caused, unless the **accidental damage** option is in force, by cigarette or cigar burns, scorching, melting or warping unless accompanied by flames.

Section 1 – Your contents cover.

What you are covered for (continued)

What is covered	What is not covered
<p>2. i. Storm</p> <p>2. ii. flood.</p>	
<p>3. Escape of water from fixed domestic water installations, or escape of oil from fixed domestic oil heating installations.</p>	<ul style="list-style-type: none">• Loss or damage occurring when your home is unfurnished or unoccupied unless you have complied with the unoccupancy condition on page 44.• Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.• Where the escape of water causes, or was caused by, subsidence or heave of the site on which your buildings stand or by landslip.
<p>4. Riot, civil commotion, labour and political disturbances or strikes.</p>	
<p>5. Malicious damage or vandalism.</p>	<ul style="list-style-type: none">• Loss or damage caused by you, or any person permanently living with you.• Loss or damage caused by a tenant, or any person permanently living with them, or by any guest invited into your home by you or your family.• Loss or damage occurring when your home is unfurnished or unoccupied unless you have complied with the unoccupancy condition on page 44.

Section 1 – Your contents cover.

What you are covered for (continued)

What is covered

6. Theft or attempted theft.

7. Subsidence or heave of the site on which **your home** stands or by landslip.

What is not covered

- Theft not involving forcible and violent entry to, or exit from, **your home**, if **you** have lent, let or sublet any part of **your home**, or whilst persons other than your **family** are staying there.
- Official confiscation or detention
- Loss or damage occurring when **your home** is **unfurnished** or **unoccupied** unless **you** have complied with the unoccupancy condition on page 44.
- Loss by deception, unless the only deception is gaining entry to **your home**.
- Loss or damage caused by **you** or your **family**.
- More than £2,000 for any one claim for **contents** stolen from a garage, outbuilding, shed or greenhouse.
- Theft of a pedal cycle from an unlocked garage, shed or outbuilding when it is not securely locked to a permanently fixed structure or whilst in the open or outside the boundaries of **your home**.

Loss or damage:

- Resulting from the movement of solid floors unless the foundations beneath the external walls of **your home** are damaged at the same time by the same cause.
- Resulting from the bedding down of new **buildings** or settlement, shrinkage or expansion of the **buildings**.
- Caused by demolition, structural alteration, structural repair or excavation.

Section 1 – Your contents cover.

What you are covered for (continued)

What is covered	What is not covered
<p>8. Impact with your home by any aircraft, or other aerial device, or anything dropped from them, or by any vehicle, train, animal, falling tree or branch or any falling aerial, satellite dish or mast.</p>	<ul style="list-style-type: none">• Damage caused by domestic pets.
<p>9. Accidental breakage of fixed glass in furniture, mirrors, glass in shelves and ceramic hobs.</p>	<ul style="list-style-type: none">• Loss or damage occurring when your home is unfurnished or unoccupied unless you have complied with the unoccupancy condition on page 44.• Loss or damage occurring when any part of your home is lent, let or sublet.• Damage caused by scratching.
<p>10. Accidental damage to televisions, video and audio installations, and computer equipment, and to any aerials or satellite receiving equipment fixed to your home and professionally installed.</p>	<ul style="list-style-type: none">• Records, discs, cassettes, tapes, diskettes or software.• Damage caused by mechanical or electrical breakdown or derangement, or adjustment, or repair to any machine, or misuse.• Loss or damage occurring when your home is unfurnished or unoccupied or any part of it is lent, let or sublet.• Damage caused by chewing, scratching, tearing or fouling by any domestic pets.• Loss or damage caused by water entering your home, unless more specifically covered elsewhere in the policy, section 1, points 1-8.

Section 1 – Your contents cover.

Additional benefits included in your policy

What is covered

11. Alternative accommodation

Whilst **your home** is uninhabitable as a result of any cause covered under section 1, points 1-8, or the accidental damage option if it is in force on your policy.

We will pay for:

- i. rent **you** are responsible for paying;
- ii. the reasonable costs of agreed, similar temporary accommodation for **you**, your **family** and **your** domestic pets; while **you** cannot live in **your home**.

We will pay up to 20% of your **contents sum insured** at the time of the loss for any one event.

What is not covered

- Any costs payable by your **family** once **your home** can be lived in again.
- Anything under 'What is not covered' under section 1, points 1-8 and the accidental damage option.
- Any cost payable when **you** and your **family** have to move out of **your home** because of subsidence, heave or landslide.
- Any costs **you** agree to pay without **our** written permission.

12. Loss of metered water or domestic heating oil

We will pay for the accidental loss at **your home** of metered water, or oil from the domestic heating installation, resulting from any cause covered under section 1, points 1-8.

We will pay up to £1,000 for any one claim.

- Anything under 'What is not covered' under section 1, points 1-8.
- Loss or damage while **your home** is **unoccupied** or **unfurnished**.

Section 1 – Your contents cover.

Additional benefits (continued)

What is covered	What is not covered
<p>13. Deeds and documents Loss or damage whilst:</p> <ol style="list-style-type: none">deposited with a bank, orremoved from a bank and kept in the care of you or your family. <p>We will pay up to £1,000 for any one claim.</p>	<ul style="list-style-type: none">Loss or damage caused by delay or confiscation by an official body.Loss or damage outside the British Isles.Documents which are removed from a bank for more than 7 days.Damage caused by items losing value or weather conditions (other than storm or flood).
<p>14. Locks and keys If the keys to locks on external doors of your home, or to locks on safes or alarms in your home are lost, stolen or incur accidental damage, we will pay the cost of replacing the locks up to £250 for any one claim.</p>	<ul style="list-style-type: none">An excess of £25.Damage occurring your home is unfurnished or unoccupied.Damage to locks.Replacing locks when only the parts need changing.

Section 1 – Your contents cover.

Additional benefits (continued)

What is covered	What is not covered
<p>15. Money and credit cards</p> <p>We will pay for theft or accidental loss of money in your home belonging to you or your family, or for which you or they are responsible; up to £500 for any money claim.</p> <p>We will pay for loss anywhere caused by credit cards being taken from your home and used without the permission of any of the authorised cardholders; up to £500 for any credit card claim.</p>	<ul style="list-style-type: none">• An excess of £25.• Anything under 'What is not covered' under section 1, points 1-8.• Theft or loss where you or your family have not notified the police immediately upon discovery.• Unexplained disappearance.• Financial loss if you or your family have not kept to the conditions of the card issuer, or reported the loss or theft of the card to the issuing company immediately upon discovery.• Fraudulent use of cards by you or your family.• Loss from depreciation in value, official confiscation or shortages caused by error or omissions.• Money and credit cards held for trade or business.

Section 1 – Your contents cover.

Additional benefits (continued)

What is covered	What is not covered
<p>16. Seasonal increase We will increase the contents limit shown in your schedule by 10% of the sum insured up to £3,000.</p> <p>i. during the month of your religious festival to cover gifts and extra food and drink you buy for the religious festival.</p> <p>ii. one month before and one month after your wedding day or that of any of your family to cover wedding gifts and extra items bought for the wedding.</p>	<ul style="list-style-type: none">• Anything under 'What is not covered' under section 1, points 1-10 and the accidental damage option.
<p>17. Fatal injury benefit Death of you or your family caused by fire in your home. We will pay £5,000 per individual.</p> <p>Death of you or your family caused by criminal assault occurring in your home. We will pay £5,000 per individual.</p>	<ul style="list-style-type: none">• Any spouse or partner who does not normally live with you.• Any death which is the result of suicide.• Any death which occurs more than 3 calendar months after the fire.• Any spouse or partner who does not normally live with you.• Any death which occurs more than 3 calendar months after the criminal assault.• Death arising out of and in the course of the employment of you or your family.

Section 1 – Your contents cover.

Additional benefits (continued)

What is covered	What is not covered
<p>18. Visitors' personal belongings Loss or damage resulting from any cause covered under section 1, points 1-8. We will pay up to £250 per visitor for any one claim.</p>	<ul style="list-style-type: none">• An excess of £25.• Anything under 'What is not covered' under section 1, points 1-8.
<p>19. Household removal We will cover your contents during transit if being moved by a professional removal contractor from your home directly to your new home within the British Isles. Your contents are covered against loss or damage resulting from any cause covered under section 1, points 1, 4, 5, 9 and 10 and the accidental damage option if it is in force on your policy.</p> <p>We will pay up to 15% of your contents sum insured, or any limit shown on your schedule, whichever is the lower.</p>	<ul style="list-style-type: none">• The excess shown in your schedule.• Anything under 'What is not covered' under section 1, points 1, 4, 5, 9 and 10 and the accidental damage option.• Contents removed to furniture depositories.

Section 1 – Your contents cover.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

Where your contents are covered

What is covered	What is not covered
<ul style="list-style-type: none">In your home.	<ul style="list-style-type: none">Loss or damage caused by storm or flood.Anything under 'What is not covered' under section 1, points 1-8.Damage occurring when your home is unfurnished or unoccupied.
<ul style="list-style-type: none">Anywhere in the British Isles when temporarily removed from your home for a period not exceeding 3 calendar months.Up to 15% of your contents sum insured, or any limit shown on your schedule whichever is the lower.	<ul style="list-style-type: none">Contents removed for sale or exhibition or to furniture depositories.Loss or damage caused by storm or flood to property not in a building.Loss or damage insured under points 9 and 10 and the accidental damage option.Loss or damage caused by theft or attempted theft, other than from:<ol style="list-style-type: none">An occupied, private home or any building where you or your family are working or temporarily living.Any other building or caravan but only if force and violence are used to gain entry or exit.Any bank or safe deposit, or while you or your family are taking the item to or from the bank or safe deposit.

Section 1 – Your contents cover.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

How much your contents are covered for

You are responsible for ensuring that the **sum insured** on your **schedule** is adequate at all times.

A deduction for wear and tear will be made when the **sum insured** on the **contents** or **high risk items** at the time of loss or damage, is less than the cost of replacing the whole of the **contents** or **high risk items**, to the same specification and condition as when new.

At **our** discretion, **we** can either repair or replace any item as new if available or otherwise the nearest equivalent, or make a money payment instead. In the event of a money payment, the payment will be based on the cost of repair or replacement to **us**.

If an item is irreplaceable, **we** will base **our** payment on expert opinion of its value immediately prior to its loss or damage.

The most **we** will pay for any one loss or event under this section is the **contents sum insured** shown in your **schedule**.

The most **we** will pay in respect of **high risk items** is subject to the **high risk items** limits shown in your **schedule**. **We** will not reduce these limits if **you** make a claim.

Index Linking

To help protect **you** from the effects of inflation **we** will apply **index linking** to the **sum insured** for **contents** and any specified items shown in your **schedule**.

Index linking of the **sum insured** will only be applied where **you** have set a specific **sum insured**. Where **we** have set your **sum insured**, **index linking** will not apply.

Your **schedule** will clearly indicate when **index linking** is applicable to your **sum insured**.

Section 1 – Legal liabilities cover.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

What you are covered for

What is covered

20. Personal and employer's liability

You (or your legal representatives in the event of your death) and any member of your **family** are insured against any legal liability during the **insurance period** for:

- i. Damages which result from an accident and causing:
 - accidental bodily injury (including death, disease or illness) to anyone not in your **household**,
 - accidental loss or damage to physical property other than property **you** or your **family** own or are looking after.

The most **we** will pay for claims resulting from one accident, or a series of accidents, resulting from any one cause is £1,000,000. This includes any claimants' costs and expenses. In addition, **we** will pay any defence costs and expenses which are incurred with **our** written consent.

- ii. Damages which result from an accident occurring and causing accidental bodily injury to **domestic staff** while employed by **you**.

The most **we** will pay for claims resulting from one accident, or a series of accidents, resulting from any one cause is £10,000,000. This includes any claimants' costs and expenses. In addition, **we** will pay any defence costs and expenses which are incurred with **our** written consent.

What is not covered

- Any legal liability that is more specifically insured by any other policy.
- Any action against **you** brought in a court outside the **British Isles**.
- Liability resulting from:
 - i. Ownership of **your home**.
 - ii. Your occupation or ownership of any other land or building.
 - iii. Sport involving the use of motors.
 - iv. Any trade, profession or business.
 - v. An agreement made by **you** or your **household**, unless **you** or your **household** would have been liable even if the agreement had not been made.
 - vi. The transmission of any diseases or virus.
- Liability resulting from the use or ownership of:
 - i. Mechanically or motor powered vehicles, except garden machinery used in **your** garden.
 - ii. Powered boats, hang gliders or aircraft, unless they are models.
 - iii. Animals, except horses, domestic cats and dogs (other than dogs referred to in the Dangerous Dogs Act 1991 or any amending legislation).

Section 1 – Legal liabilities cover.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

What you are covered for (continued)

What is covered	What is not covered
<p>21. Unrecovered damages and costs Damages and costs which you or your family cannot recover.</p> <p>If you have claimed against another party and have been awarded damages and taxed costs in any court in the British Isles, for something which would be covered under the Personal and employer's liability section, as a result of anything you or your family do in their personal lives, and payment has not been received 3 months after the date of the award.</p> <p>We will pay the outstanding amount up to £1,000,000 for:</p> <ul style="list-style-type: none">- accidental death, disease, illness or physical injury to you or your family;- accidental damage to property belonging to you or your family. <p>If you die this cover is transferred to your legal, personal representative provided that the representative follows the terms and conditions of the policy as far as they possibly can.</p>	<ul style="list-style-type: none">• Damage, injury, death, illness or disease which occurs outside any insurance period.• Any responsibility covered by any other policy.• Anything under 'What is not covered' under point 20 on the previous page.• Any payment where an appeal against a judgement is pending, in whole or in part.

Section 1 – Legal liabilities cover.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

What you are covered for (continued)

What is covered	What is not covered
<p>22. Tenant’s legal responsibilities Your legal responsibilities under the terms of your tenancy agreement, as a tenant of your home, not the owner or the landlord, for damage to your home caused by:</p> <ol style="list-style-type: none">Storm or flood, freezing of fixed water or heating installations, water escaping from washing machines, dishwashers, fixed water or heating installations, oil escaping from a fixed heating installation, theft or attempted theft, falling television or radio aerial fittings or masts.Accidental damage to drains, pipes, cables and underground tanks providing services to, or from, your home.Accidental breakage of glass or sanitary ware, fixed to and forming part of your home. <p>The most we will pay for any single event occurring during any insurance period is £2,000.</p> <p>If you die this cover is transferred to your legal personal representative, provided that the representative follows the terms and conditions of the policy as far as they possibly can.</p>	<ul style="list-style-type: none">• Damage caused by frost.• Damage to fences or gates by storm or flood.• Damage whilst your home is unfurnished or unoccupied.

Section 1 – Accidental damage option.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

This cover applies only when indicated on your schedule.

What you are covered for

What is covered

- Any other **accidental damage** to the **contents** of **your home** which is not specifically covered or excluded elsewhere in this policy.

What is not covered

- The amount of any **excess** shown in the **schedule**.
- Clothing.
- Spoiled food.
- Damage occurring when **your home** is **unfurnished** or **unoccupied** or any part of it is lent, let or sublet.
- Damage caused by chewing, scratching, tearing or fouling by any domestic pets.
- Official confiscation or detention.
- Accidental loss or damage outside **your home** or unexplained disappearance.
- Loss or damage caused by water entering **your home**, unless more specifically covered elsewhere in the policy, section 1, points 1-8.

Section 2 – Personal belongings, money and credit cards.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

This part of the policy sets out the cover we provide for **your** personal belongings, money and credit cards, whether they are in or away from **your** home. This cover applies only when indicated on your schedule.

What you are covered for

What is covered	What is not covered
<ul style="list-style-type: none">• Theft or accidental loss of, or accidental damage to personal belongings.• We will pay for theft or accidental loss of money belonging to you or a member of your family or for which you or a member of your family are legally responsible.• We will pay for loss for which you are legally responsible caused by the fraudulent use of credit cards belonging to you or a member of your family.	<p>The excess shown in your policy schedule. Loss or damage to:</p> <ul style="list-style-type: none">• Any article used or held for business professional purposes, either wholly or partly• Road vehicles or any other mechanically propelled or assisted vehicles or toys or parts or accessories for any of them except for motorised garden tools, electric wheelchairs and remote-controlled or battery-powered models or toys.• Aircraft, hang gliders, trailers, boats, surfboards, windsurfers, other watercraft and all their accessories or associated equipment.• Caravans, tents or any camping equipment or associated equipment.• Machinery or mechanical implements.• Pedal cycles and their accessories.• Pets and livestock.• Household goods, domestic appliances, televisions and non-portable computer equipment.• Securities or deeds and documents of any kind.• Articles of china, porcelain, earthenware or glass (other than spectacles)• Sports equipment when it is being used for its intended purpose

Section 2 – Personal belongings, money and credit cards.

What you are covered for (continued)

What is covered

What is not covered

- Musical instruments whilst they are in use for their intended purpose
- Any mobile phone which has been purchased or is owned by an employer of **you** or any member of your **family**.
- Any mobile phone caused by liquid.
- Property more specifically insured either by this policy or any other policy.
- **Personal belongings** with or from unattended vehicles, caravans or motor homes, unless:
 - i. Force and violence was used to get into the vehicle, caravan or motor home; and
 - i. The item was hidden from view in a locked boot, luggage or glove compartment.

Loss or damage to **personal belongings** caused by:

- ii. deception
- iii. chewing, scratching, tearing or fouling by any domestic pets
- **Money** held for trade, professional or business purposes.
- Loss of **money** caused by deception.
- Loss caused by the fraudulent use of a **credit card** by **you** or a member of your **family**.
- Loss caused by **you** or a member of your **family** not complying with the terms and conditions of the card issuer.
- **Credit cards** held for trade, professional or business purposes.
- Loss of **credit cards** caused by deception.

Section 2 – Personal belongings, money and credit cards.

Where the items are covered

What is covered

- In or temporarily outside of **your home**, or temporarily outside of the **British Isles**, provided the **personal belongings** are at all times in the custody and control of **you** or a member of your **family**, or left in hotel security, a locked safety deposit box, safe or similar locked fixed receptacle. By temporarily we mean a period of less than 60 days in a row.

What is not covered

How we settle claims for personal belongings, money and credit cards

If any **personal belonging** has been damaged and it can be economically repaired, **we** will pay the cost of repair. Otherwise **we** will replace it with a new item or **we** will pay the replacement cost of a new item.

Where **we** agree that **you** do not need to have an item replaced with an item of similar quality, **we** will not pay more than the amount **we** would have had to pay if **we** had replaced the item.

We will not pay for any loss of value to any item which **we** have repaired or replaced.

Any **excess** that applies will be taken off the amount **you** and **we** agree will settle the claim.

The most **we** will pay for any one **personal belonging** or **money** claim is the amount which **you** or your **family** are responsible

for, up to the **sum insured** shown on your **schedule**, subject to any special limits shown in this section or on your **schedule**.

The most **we** will pay for any one **credit card** claim, is the amount which **you** or your **family** are responsible for, up to the **sum insured** shown on your **schedule**, subject to any special limits shown in this section or on your **schedule**.

You are responsible for ensuring that the **sum insured** on your **schedule** is adequate at all times.

We will apply **index linking** to any items shown as specified against this section, we will not however apply **index linking** to the **sum insured** for **personal belongings, money** and **credit cards**.

We will pay for the cost of replacing legally downloaded electronic data but only if no copies are available on other electronic or computer devices owned by **you** or any member of your **family** and such costs are incurred again

Section 3 – Pedal cycles.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

This part of the policy sets out the cover we provide for pedal cycles away from **your** home. This cover applies only when indicated on your schedule.

What you are covered for

What is covered

- Theft, accidental loss or **accidental damage** to a pedal cycle belonging to **you** or a member of your **family** or for which **you** or a member of your **family** are legally responsible including its accessories if attached.

What is not covered

- The **excess** shown in your **schedule**.
- A motorised or motor assisted pedal cycle.
- Theft of a pedal cycle left unattended in the open and within the boundaries of **your home** when it is not securely locked to a permanently fixed structure.
- Theft of a pedal cycle left unattended in a public place or communal areas when it is not securely locked to a permanently fixed structure.
- Loss or damage caused by deception.

Loss or damage:

- To a pedal cycle when being used for racing, pacemaking or trials.
- Whilst in the custody of an airline or other carrier unless **you** report it immediately on discovery to the carrier and **you** obtain a written report, if available.

Where the items are covered

What is covered

Temporarily outside of **your home**, or temporarily outside of the **British Isles**, provided the pedal cycle is in the custody and control of **you** or a member of your **family**. By temporarily **we** mean a period of less than 60 days in a row.

What is not covered

Section 3 – Pedal cycles.

How we settle claims under the pedal cycle section

If a pedal cycle has been damaged and it can be repaired economically, **we** will pay the cost of repair.

Otherwise **we** will replace it with a new pedal cycle, or pay the cost of replacement as new if available, or the nearest equivalent, less any discounts available.

Any **excess** that applies will be taken off the amount **you** and **we** agree will settle your claim.

The most **we** will pay for any one claim for each pedal cycle is the limit per cycle shown on your **schedule**.

Section 4 – Freezer contents.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47
This part of the policy sets out the cover we provide for the food in **your** freezer in **your** home. This cover applies only when indicated on your schedule.

What you are covered for

What is covered	What is not covered
<ul style="list-style-type: none">• If an accidental change in temperature, or accidental leakage of refrigerant, causes damage to frozen food in a freezer in your home, we will pay the cost of replacing the frozen food and of hiring another freezer for a period not exceeding 1 calendar month.	<ul style="list-style-type: none">• The excess shown in your schedule applying to this section of your policy• Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.• Damage occurring when your home is unfurnished or unoccupied.• Loss or damage to food kept in a freezer where the freezer is more than 15 years old.

How we settle claims for freezer food

Any **excess** that applies will be taken off the amount **you** and **we** agree will settle your claim.

The most **we** will pay for any one claim is the freezer food limit shown on your **schedule**.

Section 5 – Clerical business use.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

This part of the policy sets out the cover we provide for clerical business use in **your home**. This cover applies only when indicated on your schedule.

What you are covered for

What is covered

- If **you** use part of the main dwelling of **your home** for business purposes as an office, **we** will pay for loss or damage to **business contents**, business money, **stock or trade samples**, whilst in **your home** if caused by an event covered under section 1, points 1-8, and **accidental damage** if **you** have Contents cover including the **accidental damage** option.

What is not covered

- The **excess** shown in your **schedule** applying to this section of your policy.
- Road vehicles or any other mechanically propelled or assisted vehicles or toys, or parts or accessories for any of them, except for motorised garden tools, electric wheelchairs and remote-controlled or battery-powered models or toys.
- Aircraft, caravans, trailers, boats, windsurfers, other watercraft, or parts or accessories for any of them.
- Pets and livestock.
- Landlord's fixtures and fittings.
- Mobile telephones.
- Alcoholic beverages, tobacco, furs, jewellery, precious metals or precious stones.

Section 5 – Clerical business use.

What you are covered for (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"><li data-bbox="576 340 1036 430">• The cost of replacing documents, business books or computer records, except as their value as stationery.<li data-bbox="576 438 1036 551">• Loss or damage due to official confiscation or detention, loss of value, incorrect receipts, payments or accountancy.<li data-bbox="576 559 1036 650">• Loss by deception, unless the only deception is gaining entry to your home.<li data-bbox="576 657 1036 748">• Anything under 'What is not covered' under section 1, points 1-8 and the accidental damage option.<li data-bbox="576 756 1036 846">• Any property more specifically insured either by this policy or any other policy.<li data-bbox="576 854 1036 935">• Loss or damage caused by chewing, scratching, tearing or fouling by any domestic pets.

Section 5 – Clerical business use.

How we settle claims for clerical business use

If an item has been damaged and it can be repaired economically, **we** will pay the cost of repair. Otherwise **we** will replace it with a new item, or pay the cost of replacement as new if available, or the nearest equivalent, less any discounts available.

For **documents**, business books and computer records **we** will only pay the value as stationery and costs **you** may incur in obtaining a copy of a **document**, or the rewriting and/or restamping of a **document**.

If at the time of any loss or damage the **sum insured** on your **schedule** is less than the cost of replacing all **your business contents** and **stock or trade samples** as new, and items cannot be economically repaired, **we** will pay the cost of replacement as new less a deduction for wear and tear.

We will not pay the cost of replacing or changing undamaged items, or parts of items, which belong to a set, suite or which have a common design or use, when the loss or damage relates to a specific part, or clearly defined area.

Any **excess** that applies will be taken off the amount **you** and **we** agree will settle your claim.

The most **we** will pay for any one claim is the **business contents**, business money and **stock or trade samples** limit shown on your **schedule**.

Section 6 – Legal expenses.

This section is underwritten by DAS Legal Expenses Insurance Company Limited. In addition to the words and phrases with special meanings set out on pages 7–9 the words and phrases set out below have meanings that only apply to this section of the policy:

Any one claim – All **legal expenses** for all **legal proceedings**, including appeals, arising from or relating to the same original event.

Court – A **court**, tribunal or other appropriate authority.

Goods – Items **you** own, or which **you** can use (except motorised vehicles or parts of them, land, buildings, or items used for business purposes).

Insurer – DAS Legal Expenses Insurance Company Limited.

Legal expenses – Your **representative's** legal fees, costs and disbursements which **we** have agreed, or the costs of any other people involved in the **legal proceedings**, if **you** have to pay those costs. This includes costs following an out-of-court settlement to which **we** have agreed.

Glossary of legal terms

The following is a glossary of some legal terms used in this section.

Disbursements – Money that your solicitor has spent on your behalf in dealing with your case. These amounts are different from your solicitor's own fees and will be shown as a separate item on your solicitor's bill.

Legal proceedings – A legal action to protect your rights in a dispute.

Representative – The solicitor, or other suitably qualified person, appointed to act for **you**.

Territorial limits – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

We/Us/Our – DAS Legal Expenses Insurance Company Limited.

You/Your – The person(s) named as policyholder on your **schedule** and members of your **family** (as described on page 7).

Expert witness – A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in court.

Section 6 – Legal expenses.

Please see conditions and exceptions applying to the whole of the policy on pages 44-47

This part of the policy sets out the cover we provide for legal expenses.

This cover applies only when indicated on your schedule.

What you are covered for

What is covered

- The following cover is provided for **legal expenses** up to £50,000 in total for any one claim.
 - **You** can also use **our** legal helpline which provides assistance with personal, legal problems, 24 hours a day. All **you** have to do is phone **us** on **0800 028 0870** and quote your policy number. **You** may talk in complete confidence to a solicitor, or legal advisor, free of charge apart from the cost of the phone call.
 - The cause of the action must have occurred within the **territorial limits** and during the **insurance period**.
 - **We** must have given **our** written agreement to support your claim.
1. The cost of **you** taking legal action, in the **territorial limits**, against another party as a result of the following:
- i. An event which causes your death, or bodily injury to **you**.

What is not covered

- The **excess** shown in your **schedule** applying to this section of your policy.
- Any claim where **we** do not feel there are reasonable prospects of success, or where it is unreasonable for **legal expenses** to be provided.
- Any event, dispute or cause of action that first happened before **you** took out this **legal expenses** insurance, or any legal costs and expenses incurred before **we** have given **our** consent.
- A claim where the insured person has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.
- **Legal proceedings** where a reasonable estimate of your total **legal expenses** is greater than the amount in dispute.
- Legal costs and expenses **you** could recover under any other insurance which **you** have, or which **you** should have by law.
- Defending civil **legal proceedings** that are connected with:
 - i. Death, disease, illness of, or bodily injury to anyone.

Section 6 – Legal expenses.

What you are covered for

What is covered	What is not covered
<ul style="list-style-type: none">ii. A dispute over a contract you made during the insurance period for buying, selling or renting of goods or services, where more than £250 is in dispute.iii. An infringement of your legal rights relating to your home. You must be legally entitled to live in the home and the infringement must occur at least 90 days after this insurance came into force.iv. A dispute with your employer over your contract of employment. As soon as you are aware of the dispute, you must take and follow the legal advice we give you. You must agree to be represented by our employment consultants. You may also use any other representative we allow.	<ul style="list-style-type: none">ii. Your professional duties, or your duties as director or officer of any company.iii. The loss or destruction of, or damage to, any property (this includes property which cannot be used because of the loss, destruction or damage).<ul style="list-style-type: none">• Any matter connected with a money making activity, other than a dispute with your employer over your contract of employment.• Anything relating to the building, converting, extending, altering, renovating or demolishing of your home (this does not apply to common home improvements, such as installing double glazing or replacement kitchens).• Any legal proceedings between any members of your family, other than if you are injured whilst a passenger in a motor vehicle.• Any legal proceedings between you and your spouse or partner, or former spouse or partner. This includes legal proceedings relating to custody, access or maintenance.

Section 6 – Legal expenses.

What you are covered for (continued)

What is covered	What is not covered
<p>2. The cost of your defence of a legal action brought against you in the territorial limits as a result of any of the following:</p> <p>i. A dispute over a contract you made during the insurance period for buying, selling or renting of goods or services where more than £250 is in dispute.</p> <p>ii. An unjustified legal action against your legal rights relating to your home. You must be legally entitled to live in the home. This action must be brought at least 90 days after this insurance came into force.</p> <p>iii. The cost of your representative acting on your behalf in an in-depth investigation by HM Revenue & Customs into the amount of tax you may have to pay on your wages or salary.</p>	<ul style="list-style-type: none">• Defending any criminal proceedings or legal proceedings arising from anything you did deliberately or recklessly.• Legal proceedings between you and a government department or a local authority, unless you could lose money if your case is not successful.• Any damages, fine or penalty.• A dispute with an Insurer over the amount that the Insurer has offered to settle your claim.• Any dispute with the legal expenses provider or the Insurer that is not dealt with under the disagreement condition below.• Any dispute concerning letting, sub-letting or a licence to occupy your home.

Section 6 – Legal expenses.

Legal expenses conditions – pages 43–44 set out the policy conditions you will need to meet as your part of this contract. You must also keep to the conditions on this page and the following pages.

Preventing legal proceedings

You must take all reasonable measures to prevent, or avoid, being involved in a legal action and keep the costs as low as possible.

Disagreements

If there is a disagreement about the way **we** handle a claim that is not resolved through our internal complaints procedure, **you** can contact the Financial Ombudsman Service. (See page 47 for How to Complain).

Claims settlement conditions for legal expenses.

These conditions apply when **you** make a **legal expenses** claim. **You** must keep to these conditions as **your** part of the **legal expenses** contract:

1. Notification of the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible, in writing, by completing a claim form. **You** must tell **us** fully and truthfully, in writing, all of the details concerning your claim and give **us** all of the information that **we** may require. Until **you** have informed **us** of the claim and **we** have given **our** written agreement, the **Insurer** will not be responsible for any **legal expenses**.

The **Insurer** will not cover any **legal expenses** involved in your **representative** dealing with the claim before the date when **we** give **our** written agreement.

2. Giving our agreement

We will give **you our** agreement if all of the following apply:

- **We** consider **you** have a reasonable chance of winning your case and achieving a reasonable outcome.
- **We** consider it is reasonable to pay your **legal expenses**.
- The **legal proceedings** arise from a cause of action which is covered by this insurance, within the **territorial limits** and during the **insurance period**.
- The **legal proceedings** will be dealt with by a court within the **territorial limits**.
- **You** have kept to the terms and conditions of the policy and none of the exceptions on pages 45–46 of this policy apply to your claim. If **we** do not accept your claim, **we** will tell **you** why.

Section 6 – Legal expenses.

3. Choosing a representative

During the period before **we** agree to the appointment of a **representative**, or in the circumstances set out in 'Claims settlement condition 8' page 40, **we** may take over and conduct in your name, any claim or **legal proceeding**. **We** may attempt to negotiate on your behalf and **you** must agree to a settlement which is reasonable. Where **we** agree to start **legal proceedings**, or if there is a conflict of interest, **you** may agree with **us** a **representative** to act for **you** in the **legal proceedings**. **You** must remember that **you** have a duty to keep the costs as low as possible.

In certain circumstances, **we** may not accept the **representative you** have suggested, however, **we** will explain why. If **we** cannot agree on your **representative**, **you** can take the matter to an arbitrator. Any **representative** chosen is appointed to act for **you**.

4. Rights and responsibilities

You must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without having **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support your claim.

You must send **us** all bills for the **representative's legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute, are acceptable and that **we** may pay the bill for **you**. **You** and your **representative** must

take all reasonable steps to recover **legal expenses**. **You** may pay any recovered **legal expenses** to your **representative**, who must then refund any **legal expenses** which the **Insurer** has paid, or is due to pay. If the **Insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to finalise your case, **you** and the **Insurer** will share any **legal expenses** that are recovered. The **Insurer** and **you** will share the recoveries in proportion to their contribution to the total **legal expenses**.

5. Information your representative will require from you

You must provide your **representative** with all of the information and help he or she may require, including a truthful account concerning the facts of your case and any paperwork to do with your case.

6. What you and your representative must do for us

We must be able to contact your **representative**. **You** and your **representative** must cooperate fully and inform **us** about all developments concerning your case. **We** must be able to have access to your **representative's** files if **we** so require.

If your **representative** wants to consult a barrister or expert witness, **we** will agree if **we** consider it reasonable. **You** must provide **us** with the name of the barrister or expert witness, and the reasons **you** require one.

Section 6 – Legal expenses.

7. Appealing against a court's decision

If **you** want to appeal against a court's decision, **you** must give **us** your reasons and obtain **our** agreement. **You** must provide **us** with written notice, via recorded delivery, at least 10 working days before the final date for lodging your appeal.

8. What action we may take

We may take over and continue in your name all legal action in any of the following circumstances:

- If the dispute is for an amount less than £1,000 or if the dispute could be dealt with by the Small Claims Court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different manner from that advised by your **representative**.
- If **you** do not give proper instructions to your **representative** or barrister in time.
- If **you** cause a delay and your **representative** considers that it will harm your case.

In these circumstances, **we** may conduct **our** own investigation and try to settle your dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell your **representative** to get the court to tax your **legal expenses**, or ask the Law Society to certify them according to the Solicitors Act 1974, or the Solicitors Remuneration Order 1972.

9. When we may stop supporting your claim

If, during the claim, **we** consider that there is no longer a reasonable chance of **you** winning the case and achieving a reasonable outcome, **we** may withdraw **our** support of your **legal proceedings**. If **we** do not continue with your claim, **we** will explain why.

Customer helpline services.

As part of **your** contents insurance, you are automatically entitled to use the customer helpline services outlined below. These services are provided by RSA. The helpline telephone number is **0845 672 2804**.

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

What you are covered for

What is covered	What is not covered
<ul style="list-style-type: none">• Use of the Emergency Homeline Service.• By using this service, RSA will arrange for a repairer to call at your home to repair any damage to the:<ol style="list-style-type: none">i. Domestic plumbing or drainage system, if there has, or is likely to be, an escape of water or sewage.ii. Domestic gas or electricity supply systems, in the event of the complete failure of either.iii. Roofing, if internal damage is likely to be caused.iv. External locks, doors or windows if the home has been made insecure.v. Fixed heating system if water or oil has escaped.	<ul style="list-style-type: none">• All costs involved. The policyholder must pay the repairer, or RSA all charges for call-out, labour and parts or materials used. (However, in many cases these costs may be recoverable under your buildings or contents insurance.)• Any legal liability, loss or damage to any property or person arising from the provision or delay of the repair services, unless negligence on the part of RSA can be demonstrated.

If the **home** is rendered uninhabitable by any cause not covered under Section 1, points 1-11, RSA will pay up to £25 per policyholder for necessary Bed and Breakfast accommodation, with an overall maximum of £100 in total and £25 for essential overnight toiletry items.

Claims procedure and conditions.

These conditions apply to Sections 1-5.

This is the procedure you should follow in the event of a claim or something happening which may give rise to a claim. If you do not follow this procedure, you will break a condition of the policy. This may invalidate your claim.

Remember – if you make a claim under the policy which is false or fraudulent in any respect, we will not pay the claim and all cover under the policy will cease.

Reporting a claim - When something happens that causes or may cause a claim, **you** must contact **us** immediately on the telephone number provided on your **schedule**. If it is a case of malicious damage, theft, attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. (Please also refer to page 6.)

If, following a claim under the policy, **you** receive a legal claim form (previously known as a writ or summons) or process issued or started against **you**, **you** must send this unanswered immediately to **our** Claims Department by recorded delivery, quoting your claim reference. **You** must give **us** all the help and information necessary to settle or resist any claim made against **you**, or help **us** to begin proceedings against any other person.

Proof of loss or damage - It is a condition of your policy and your responsibility to provide sufficient substantiation of your claim as may be required. **You** must, if required, and at your own expense,

provide **us** with all reasonable details, or evidence, **we** may request, including written estimates, quotations, proofs of ownership and value or confirmation of the cause of loss or damage.

Control of the claim - **We** control the claim, so **you** must not admit, deny, negotiate or settle a claim without **our** consent. However, any temporary repairs necessary to prevent further damage can be done immediately.

Our special rights - **We** have the right to enter any building affected by the claim and take possession of any of the insured property. **You** may not, however, abandon the property without **our** consent. **We** may in your name and/or on your behalf, take complete control of any proceedings or settle any claims. **We** may also, at **our** expense and for **our** own benefit, take proceedings against any other person, in your name, to recover any payment **we** have made under this policy.

Claims procedure and conditions.

(continued)

Contribution - If, at the time of a claim, there is any other policy in force, insuring anything covered by this policy, **we** shall only be liable for **our** proportional share.

Theft security - If there has been a theft, or a theft occurs during the currency of this policy, **we** may ask **you** to take such reasonable extra precautions to improve the physical security of **your home** as **we** consider necessary. If **you** do not agree to implement these improvements, **we** may not be able to continue to provide cover.

General conditions.

These conditions apply to the whole policy

Fraud - **We** are not liable to pay any claim under the policy if it is false or fraudulent in any respect, or if **you** or anyone else entitled to be covered have not done everything that is required to be done under the terms of the policy. If the claim is false or fraudulent, the policy will be cancelled with effect from the date that the fraud was committed.

In such circumstances, **we** retain the right to keep the premium, recover any payments made and **we** may take legal action against **you**.

Changes in risk - The following are examples of the types of changes **we** need to know about:

- A permanent change of address.
- If **your home** is to become **unoccupied** for more than 30 days in any one policy year.
- If **your home** is to become **unfurnished** for more than 30 days in any one policy year
- If **your home** is to become let out to tenants or shared with lodgers.
- Use of **your home** for business or professional purposes.
- If **your home** is not in a good state of repair.
- Any alterations or extensions to **your home**.
- The conviction, or pending prosecution, of **you** or any member of your **family** for any criminal offence (other than motoring offences).

Failure to inform **us** may invalidate your policy. If **you** are in any doubt as to whether the change may affect the insurance, then please tell **us**.

Precautions - **You** and your **family** must take every reasonable precaution to prevent any loss, damage, accident or injury. **You** must keep the property insured by this policy in a good condition. Failure to meet this condition may invalidate your policy and/or any claim.

Transfer of interest - **You** may not transfer your interest in this policy without **our** written consent.

Unoccupancy - If **your home** is **unoccupied** **you** will not be covered for loss or damage as a result of theft, attempted theft, escape of water, escape of oil, malicious damage, vandalism, **accidental damage** or **accidental breakage** under section 1, clauses 3,5,6 and 9, unless **you** do the following. **You** must:

- Tell **us** that **your home** is going to be **unoccupied**.
- Put all locks, bolts and protective devices into operation.
- Turn off the water, gas and electricity services at the mains and drain the water system. With our agreement, electricity services can be turned on if you have a mains powered alarm system.
- Have internal inspections of **your home** at intervals of no more than 14 days between each one.

General conditions.

(continued)

Cancellation - **You** can cancel your policy by writing to **us** or by calling **us**.

If **you** cancel within the first 14 days your premium will be refunded, unless **you** have made a claim. This 14 day period starts on the day **you** receive your policy documents or the day your policy starts, whichever is the later.

If **you** cancel at any other time **you** will need to give **us** 30 days notice and **we** will refund any premium **you** have paid for the rest of the **insurance period**, provided it is more than £5.

We can cancel your policy by giving **you** 14 days written notice at your last known address if:

- There is any change in risk occurring which increases the risk under your policy and which **we** are unable to insure;
- **You** breach any terms and conditions of your policy; or
- There is any event or circumstance outside **our** control that increases the risk under your policy that **we** could not have reasonably foreseen.

If this happens **we** will refund any premium **you** have paid for the rest of the **insurance period** unless there is evidence of fraud.

Monthly premiums - If **you** pay premiums for this policy by monthly Direct Debit from your bank account and **we** do not receive a monthly premium payment when it is due, the administrator will advise **you** accordingly and re-submit the unpaid premium for payment. If your premium is not met, your policy will be cancelled with effect from the date it is paid up to.

Contracts (Rights of Third Parties)

Act 1999 - No third party will have rights under, or be able to enforce, any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party apart from this Act.

Renewal - At least 21 days before your policy is due to expire you will receive a pack which will let **you** know what **you** need to do.

General exceptions.

These exceptions apply to the whole policy. However, the pollution or contamination and rot exceptions do not apply to the **legal expenses** section.

This policy does not cover:

War and similar risks - Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Terrorism - Loss, injury, harm or damage to life or to property (or the threat of such loss, injury, harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism, regardless of any other contributing cause or event.

Terrorism: any act or acts including, but not limited to:

- the use or threat of force and/or violence and/or
- loss, injury, harm or damage to life or property (or the threat of such loss, injury, harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means.

caused or occasioned by any person(s), or group(s) of persons or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

Radioactivity - Loss or destruction of, or damage to, any property, or any additional expense or legal liability directly, or indirectly caused, or contributed to, by or arising from:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic explosive or other hazardous nature of any nuclear assembly or nuclear component.

Sonic bangs - Loss of, or damage to, property caused by pressure waves from aircraft or other aerial devices.

Matching items - The cost of replacing or changing any undamaged item, or part of an item, which forms part of a set or any other item of a uniform nature, colour or design.

Pollution - Any loss, damage or legal liability arising from pollution or contamination of buildings, structure, water, land or the atmosphere, unless caused by:

- a sudden, unexpected or unintentional act and can be identified; or
- oil leaking from a domestic oil installation at **your home**.

Date change, computer failure and computer viruses - Direct or indirect loss or damage caused:*

- to equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all.
- by computer viruses.

General exceptions.

(continued)

Legal expenses – Legal benefits and/or liability arising directly or indirectly from:*

- equipment failing correctly to recognise data representing any date in such a way that it does not work properly or at all; (except for any claim for legal expenses/benefits to pursue compensation for personal injury).
- computer viruses.

*But this shall not apply to subsequent loss, damage or liability which results from a cause which is insured by this policy.

Equipment – includes computers and anything else insured in the policy which has a microchip in it.

Computers – include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips – include integrated circuits and microcontrollers.

Computer viruses – include any program or software which prevents any operating system, computer program or software working properly or at all.

Pre-inception loss or damage – Loss or damage existing before this policy started.

Loss of Value – Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or depreciation.

Indirect losses – Any loss, damage or additional expense which results indirectly from anything insured by this policy. This includes, but is not limited to, the following: loss of earnings, travel

costs, costs incurred when preparing and submitting a claim, loss assessor fees, compensation for stress and/or inconvenience.

Uninsurable Causes – Any loss or damage caused by:

- A gradually operating cause. Please note that the exclusion does not apply to claims caused by subsidence or heave.
- Wear and tear
- River or coastal erosion
- Fungus, moths, vermin, insects, parasites, woodworm or beetles
- Wet or dry rot or mould, unless this was caused directly by any event insured by this policy
- Any process of cleaning, dyeing, washing, re-proofing, restyling, restoring, renovating, altering, maintaining or repairing
- Mechanical or electrical faults or breakdowns
- Depreciation, the effects of light of the atmosphere or lack of maintenance
- Detention or confiscation by HM Revenue & Customs or any official body
- Faulty workmanship, poor design or defective or inherently unsuitable materials

Deliberate acts – Any loss, damage or legal liability caused by a deliberate act by **you** or your **family**.

How do I make a complaint?

If you are dissatisfied with the service provided then:

For complaints relating to sales or administration

Contact Bank of Scotland Customer Care Department on **0845 604 6533**.

Or write to:

**Customer Care
Bank of Scotland Insurance
Tredegar Park
Newport
South Wales
NP10 8SB**

Or email:

customer.care.insurance@
bankofscotland.co.uk*

For complaints relating to a claim under Sections 1-5

Please call your **Insurer** using the claims telephone number shown in your policy **schedule**.

For complaints relating to a Legal Expenses claim under Section 6

Please write to:

**Customer Relations Department
DAS Legal Expenses Insurance Company
Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH**

Alternatively, **you** can telephone DAS on **0117 934 0066** or email them at customerrelations@das.co.uk*

If **you** are still not satisfied **you** may refer your complaint to the financial Ombudsman Scheme (FOS).

The FOS can be contacted on **08000 234 567** for people phoning from a "fixed line" (for example, a landline at home), **0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Or e-mail: complaint.info@financial-ombudsman.org.uk.

Or at:

**Insurance Division,
Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London,
E14 9SR.**

If **you** do take these actions, this will not affect your legal rights.

*Please be aware that we cannot be held responsible for the security of any personal data sent via email.

Important information.

My personal data and Lloyds Banking Group¹

I agree that you may keep my personal details (which may include sensitive data as defined in the Data Protection Act 1998), given to you by me or other people during my relationship with you and other companies in your Group¹ and their insurance agents, in a Lloyds Banking Group¹ database. This includes:

- details I give you on application forms,
- details I give you during financial reviews and interviews,
- your analysis of my banking transactions, and
- what you know from operating my accounts.

Companies in your Group¹ may use and update this centrally held information to:

- provide me with services,
- identify products and services which might be suitable for me,
- assess lending and insurance risks,
- recover debts,
- prevent and detect fraud, and
- update their own records about me.

You may also use my information for research and statistical analysis with the aim of improving your services.

If I request it, on payment of a fee, which is currently £10, you will provide me with a copy of the information you hold, in line with the Data Protection Act.

The information you hold about me is confidential. You will only disclose it outside the Lloyds Banking Group¹ when:

- I give you my consent,
- it is needed by your agents and others involved in running accounts and services for me,
- you or others need to investigate or prevent crime,
- the law permits or requires it, even without my consent, or
- there is a duty to the public to reveal the information.

When assessing my application and managing my borrowing automated decision making systems may be used. I agree that when making credit decisions you may make searches at credit reference agencies, including electoral register information. These searches will be recorded by the credit reference agencies.

Important information.

My personal data and Lloyds Banking Group¹ (continued)

I agree that if I am applying in joint names, this will create a financial link between us in the records at the credit reference agencies meaning that my financial affairs and those of my joint applicant may be treated as affecting each other.

You may disclose how I have run my accounts to the credit reference agencies. In the event that you make formal demand for repayment of my borrowing and I do not make full repayment or satisfactory proposals to you within 28 days, you may disclose this to the agencies, who will record the outstanding debt.

You may check what I have told you and share information with fraud prevention agencies. I understand that it is important that I give you accurate information as if I give false or inaccurate data and you suspect fraud, you will record this at the fraud prevention agencies.

You and other organisations may use credit or insurance reference agency and fraud prevention agency records about me and people financially linked to me, and others in my household to help make decisions about me and them:

- for credit and credit related services, and to manage my accounts,
- for motor, household, credit, life, and other insurance proposals or validating claims (including but not limited to Claims and Underwriting Exchange register run by Insurance Database Services Limited) and
- for fraud prevention, debtor tracing, debt recovery, and to check my identity to prevent money laundering.

If I ask, you will tell me which credit reference and fraud prevention agencies you have used so I can get a copy of my details from them.

I confirm that I have consent for this agreement from any joint applicant who is not present, and I will share with them the details of what I have agreed to on their behalf.

You, or others involved in running my policy, may administer my policy and provide other services from centres in countries outside Europe (such as India and the USA) that do not always have the same standard of data protection laws as the UK. However, you will have a contract in place to ensure that my information is adequately protected, and you will remain bound by your obligations under the Data Protection Act even when my personal information is processed outside Europe.

Important information.

My personal data and Lloyds Banking Group¹ (continued)

You may monitor or record phone calls with me in case you need to check you have carried out my instructions correctly and to help improve your quality of service.

You may contact me about products and services available from the Lloyds Banking Group¹, and from selected companies outside your Group¹ which you believe may interest me or benefit me financially, unless I have told you that I do not want to receive this information. Other companies, including those in your Group¹, will not make marketing approaches to me without my consent.

If you would prefer not to receive information from us about other services, please call **0845 601 2513**.

¹The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** or they, cannot meet **our**, or their obligations. This depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS, at www.fscs.org.uk or by contacting the FSCS directly on **0800 678 1100**.

Here for you.

Telephone call costs, call recording and call monitoring

Call charges to 0845 numbers will vary from UK landlines. Calls to 0800 numbers are free from UK landlines. Contact your landline or mobile provider for up to date details of charges. Please note that telephone calls may be recorded and/or monitored.

Alternative formats

The information within this document is available in alternative formats such as Braille, audio tape, large print and CD ROM. Please call **0845 604 6536** if you wish to receive it in one of these formats and we will be happy to help.

Bank of Scotland Home Options is underwritten by the Insurer named in the policy schedule.

It is arranged and administered by Lloyds TSB Insurance Services Limited, Registered in England and Wales No. 968406, Registered Office: 25 Gresham Street, London EC2V 7HN. Authorised and regulated by the Financial Services Authority. Your calls may be recorded for accuracy of information.

24 hour Emergency Helpline is provided by Royal & Sun Alliance Insurance plc, Registered in England and Wales No. 93792, Registered Office: St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL. Legal Expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited, Registered in England and Wales No. 103274. Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.



 **BANK OF SCOTLAND**
With you all the way