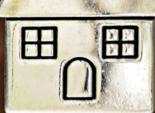
### Home Insurance



## **Policy booklet**

Your terms and conditions



# Protect what matters most

This booklet gives you essential information about your insurance policy and how it protects your home. We've included helpful explanations of how your cover works and what to do if you ever need to make a claim.

As this forms part of your contract with us, please take time to read it alongside your policy schedule to check exactly what you're covered for, then keep it somewhere safe.

### Here's what you'll find inside:

Your home insurance – a closer look	2
Policy limits and excesses	6
How to make a claim	11
Helplines and useful information	13
How to make a complaint	15
Your policy terms and conditions	16

### To speak to someone about your insurance, please call:



General enquiries and claims\* 0345 602 6827



In an emergency\* 0345 602 7296

Go to page 13 for details of who to call when.

\*Calls may be monitored and recorded.

### How to cancel your policy

You can cancel your policy by writing to us or by calling us. If you cancel within the first 14 days we'll refund your premium, unless you've made a claim. The 14 days start on the day you receive your policy documents or the day your policy starts, whichever is later.

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

For full cancellation rights please see the 'Cancellation' section on page 58.

# A closer look at your insurance

# For full policy conditions and limits please read this policy booklet and your policy schedule.

### Things to watch out for

### 1 Take care of your home

Insurance doesn't cover you for the maintenance of your home or routine decoration. Make sure your home is kept in a good state of repair or you may find that the damage has been caused as a result of wear and tear, and not something your insurance covers you for.

### Some simple things to do...

- Keep your gutters and drains clear of leaves.
- Check your roof for missing or loose tiles.
- Have a flat roof checked regularly for wear.
- Check bathroom sealant and grout and keep them waterproof and intact.

### 2 When you're away – page 58

If you're going away for more than 30 days, like on holiday or for a hospital stay and you or your family won't be living in your home please call us. We can tell you what to do to ensure your home remains protected.

### Leave things in order

When your home is unoccupied you'll need to take certain precautions such as turning off the water, gas and electric and arranging for the property to be checked regularly.

### **3** A storm's brewing – page 19

Claiming for storm damage? We consider a storm to be violent weather like strong winds of 55mph or more, sometimes accompanied by rain; and/or heavy snow or hail that causes damage to hard surfaces or breaks glass. We'll take into account the condition of your home, as a wellmaintained building should withstand all but the most severe weather events.

### 4 Don't forget your garden

Your insurance doesn't cover storm damage to fences, hedges, gates or any contents left in the garden. So if you know bad weather's on the way make sure you secure any contents or move them into a garage or outbuilding.

### 5 Guests, lodgers, sales and repair people. Are you covered? – page 26

Your insurance doesn't cover theft by a guest in your home. So even though you know friends and relatives well we still recommend you keep your valuables in a safe place and out of sight. But you are covered for theft by trade, sales and repair people.

### 6 Taking in a lodger? – page 58

If you decide to share your home with someone other than your family you need to let us know so we can tell you what to do to ensure your home remains protected.

### Only one excess to pay

If you've got combined buildings and contents insurance and say your boiler bursts upstairs and the water damages the ceiling, sofa and carpet below, you'd only need to pay the relevant excesses on buildings or contents (whichever is the highest) as a single event caused the damage.



### If you'd like to talk to us or

perhaps change your cover, please call **0345 602 6827** and we'll be happy to help.



### Protecting your things

As well as our standard buildings and contents cover to protect your home and the things in it, our policy has optional extra covers too.

### Are you protected for things taken out of your home? – page 34

You are if you have our optional personal belongings cover. We cover things like rings, watches and laptops for theft, accidental damage and accidental loss.

You'll need to look after your personal belongings of course. Never leave them out of sight – they must be within reach of you or your family at all times or locked safely away.

### **7** Looking after your bike – page 36

If you need protection for your pedal cycles in or away from your home you'll need our extra cover. Please contact us to arrange this for you.

### 8 Expensive valuables – page 35

In this booklet we refer to the things you call valuables as 'high risk items' and a list of these can be found on page 18. Have you got something worth more than your single high risk limit (see page 8)? Call us to talk about how we can protect it in and away from your home.

# What's the difference between standard and optional accidental damage cover?

**Standard** – Our standard buildings and contents insurance covers you for things such as accidentally breaking a sink in your bathroom or a TV falling off its wall mount. **Optional** – If you have our optional cover for an extra cost you could then claim for DIY accidents like drilling through pipes, accidentally damaging your carpet or if your dog chews the leg of your table.

### Things to note

9 Got a water leak? – If you have a leak from an appliance or pipe, we don't cover plumbing costs for repairing the leak itself (unless the pipe is frozen).

But we do cover the repair costs for any damage the water has caused to your home. So, if your washing machine leaks and your kitchen floor is damaged, we'll pay to repair or replace the floor. But the cost of fixing the washing machine isn't covered.

10 Damaged one of a set? – Your policy only covers the cost of repairing or replacing the damaged item and won't cover the costs of replacing the whole set. Some examples of what we would repair or replace are:

- a broken sink but not the undamaged matching bath or toilet;
- a damaged armchair, but not the undamaged matching sofa;
- a burnt kitchen unit, but not the cost of replacing all the kitchen units.

We appreciate every claim is different so we're always happy to talk you through the options to get the best result.

# **Your Policy Limits**

# It's important to check your policy limits to make sure they give you sufficient protection for your buildings and contents.

If you need to change your cover at all or have any questions about your policy, please call us on **0345 602 6827**.

### Excess

The **excess you** must pay in respect of a claim made under any one of the covers listed in the following tables is the amount chosen by **you** and illustrated in your **policy schedule**. Any **excess you** will need to pay in addition to the **excess** chosen by **you** is shown in the following tables.

Please ensure that **you** refer to your **policy schedule** for any **excess** which may apply specifically to your policy.

If you make a claim under more than one cover for the same event we will only charge one excess.

### Cover that applies to the whole policy

Whether you've chosen Buildings cover or Contents cover or both:

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Replacement locks and keys	Unlimited	The <b>excess</b> amount specified in your <b>policy schedule</b>	23 27

### **Buildings cover**

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Standard Buildings cover	Unlimited	The <b>excess</b> amount specified in your <b>policy schedule</b>	20
Subsidence, heave and <b>landslip</b>	Unlimited	You will need to pay an additional £1,000 excess as specified in your policy schedule	20
Escape of water from any domestic appliance or any fixed water installation	Unlimited	You will need to pay an additional £250 excess (The £250 is in addition to the excesses specified in your policy schedule)	21



### If you'd like more detail.

Follow the page numbers to find full details in the terms and conditions.

'**Unlimited**' policy limits means **we** will pay the full repair or replacement costs. Any applicable **excess** and the inner limits listed in the following tables will still apply.

<b>Buildings</b>	cover:	inner	limits
Danango			

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Trace and access	£5,000 in total		22
Clearing drain blockages	£1,000 in total	The <b>excess</b> amount specified	22
Alternative accommodation	£30,000 in total	in your <b>policy schedule</b>	22
Emergency access	Unlimited but up to £250 for any growing tree, shrub or plant in <b>your</b> garden		22
Property owners' liability	£2 million	There is no <b>excess</b> payable for this cover	23

### **Optional Buildings cover**

It is stated on your **policy schedule** if **you've** purchased this cover

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Buildings – Accidental damage optional cover	Unlimited	The <b>excess</b> amount specified in your <b>policy schedule</b>	24
Matching of items cover ( <b>buildings</b> )	Unlimited		33

### **Contents cover**

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Standard Contents cover	Unlimited	The <b>excess</b> amount specified in your <b>policy schedule</b>	25
Escape of water from any domestic appliance or any fixed domestic water installation	Unlimited	You will need to pay an additional £250 excess (The £250 is in addition to the excesses specified in your <b>policy schedule</b> )	26

### **Contents cover: inner limits**

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Total <b>high risk items</b>	The total limit specified by <b>you</b> as shown on your <b>policy schedule</b>		18
Single <b>high risk item</b>	£1,500 per single item		18
<b>Contents</b> in <b>your</b> garages, greenhouses, sheds and outbuildings	£2,000 in total	The <b>excess</b> amount specified in your <b>policy schedule</b>	25
Visitors' personal effects in <b>your home</b>	£250 for each visitor	, , , , , , , , , , , , , , , , , , ,	25
Satellite dishes and receiving equipment	£500 in total		25
Personal tools in <b>your home</b>	£150 in total		25
Fatal injury benefit	£5,000	There is no <b>excess</b> payable for this cover	27
Frozen food	£500 in total	-	27
Money in the home	£500 in total		27
Deeds and documents	£500 in total		27
Loss of metered water and liquid petroleum gas	£1,000 in total		28
Loss of domestic heating oil	£500 in total		28
Office contents and equipment	£5,000 in total. The <b>high risk</b> <b>item</b> single item limit applies		28
Stock or trade samples	£500 in total	-	28
Downloaded data	£2,000 in total	The <b>excess</b> amount specified in your <b>policy schedule</b>	28
Alternative accommodation	£20,000 in total		28
Tenants' improvements	£5,000		29
Special occasions cover	£3,000 increase of your total <b>high risk items</b> limit		29
Emergency access	Unlimited but up to £250 for any growing tree, shrub or plant in <b>your</b> garden		29
Plants in the garden	£500 in total		29
Contents in the open	£500 in total		30

### Contents cover: inner limits (continued)

Cover	Policy limit – The most we'll pay for in any single event	Excess	Page
Contents when temporarily removed from your home	£5,000 in total. The <b>high</b> <b>risk items</b> single item limit applies	The <b>excess</b> amount specified in your <b>policy schedule</b>	30
Occupiers and public liability	£2,000,000		31
Employers liability	£10,000,000	There is no <b>excess</b> payable for this cover	31
Tenants liability	£5,000		32

### **Optional Contents cover**

It is stated on your **policy schedule** if **you've** purchased this cover

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Contents – Accidental damage optional cover	Unlimited		33
Matching of items cover (contents)	Unlimited	The <b>excess</b> amount specified in your <b>policy schedule</b>	33
Student belongings cover	£5,000. <b>High risk item</b> limit applies		36
Mobile phone cover	£500 with additional £25 for lost airtime & £25 for informing others of new number	The mobile phone <b>excess</b> amount specified in your <b>policy schedule</b>	37
Credit card cover	£500	The credit card <b>excess</b> amount specified in your <b>policy schedule</b>	38

### **Optional Personal belongings cover**

It is stated on your **policy schedule** if **you've** purchased this cover

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Personal belongings cover	The total limit specified by you as shown on your <b>policy</b> schedule		
Personal belongings single item limit	£1,500	The <b>excess</b> amount specified	
Money	£300	in your <b>policy schedule</b>	34
Personal belongings stolen from or with a motor vehicle	£1,000 in total with no other limit to be added		
Personal tools	£150		

### **Optional Specified item cover**

It is stated on your **policy schedule** if **you've** purchased this cover

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
<ul> <li>Specified items, against loss or damage inside and outside of your home for:</li> <li>Pedal cycles</li> <li>High risk items or personal belongings above £1,500 in value</li> </ul>	The total limit specified by <b>you</b> as shown on your <b>policy</b> schedule	The <b>excess</b> amount specified in your <b>policy schedule</b>	35

### **Optional Home emergency cover**

It is stated on your **policy schedule** if **you've** purchased this cover

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Cost of the <b>tradesperson</b> chosen by <b>us</b> to deal with the <b>emergency</b> in respect of the call out charge, labour and any materials necessary	£1,000		
Home emergency overnight accommodation	£250 in total (included within overall £1,000 policy limit)	There is no <b>excess</b> payable for this cover	40
Cost towards a replacement boiler or hot water system if <b>we</b> are unable to repair	£500		

### **Optional Legal expenses cover**

It is stated on your **policy schedule** if **you've** purchased this cover

Cover	<b>Policy limit –</b> The most <b>we'll</b> pay for in any single event	Excess	Page
Cost of negotiating or defending <b>your</b> legal rights	£50,000	There is no <b>excess</b> payable for this cover other than the first £250 of any claim for legal nuisance or trespass	46

# How to make a claim

# Before you call us

- You should call the police straight away if your claim is for theft, riot, a malicious act or vandalism, or accidental loss outside your home. Make sure you get a crime or lost property number.
- You can make urgent repairs to prevent further damage – like fixing a forced lock or broken window – but speak to us before making any other repairs.
- Have a look at your policy booklet and policy schedule to check your level of cover and have your policy number to hand.

# When you call us

We're here to help you through every stage of your claim:

- First we'll check your details to verify your identity.
- We'll take the details of your claim – what happened, when, where and details of the loss or damage.
- We'll let you know if you're covered for the loss or damage and any excess that applies.



If you want to check what you're covered for and whether you can claim.



See page 52 for more on Legal Expenses.

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

You can find more details about how to make a claim on page 54.

# 3 What you'll need to give us

- We'll ask you for a list of everything that's been lost or damaged.
- Keep any damaged goods (except freezer food – where a list would be suitable) as we may need to see them.
- We may also ask you for more information to support your claim such as proof of ownership, valuations and estimates. Acceptable proof would be a receipt, invoice, credit agreement, pre-loss valuation or maybe even a photo.

### How we'll look after your claim

 Depending on the extent and type of damage, we can rebuild, repair, or replace things, or make a cash payment.

#### We're here to support you

If your claim is complicated, after a flood for example, we may send a Personal Claims Consultant to visit your home and help you make a list of the damage. They'll be your single point of contact and will give you all the help you need.

We'll give you advice on the next steps to take.

### 5 Helping you get back to normal

- We have trusted suppliers who can repair or replace your lost or damaged items, including electrical equipment, jewellery, bikes and furniture.
- We can also arrange for a trusted company to make structural repairs to your home. And if you can't live there until it's repaired we'll provide alternative accommodation for you, your family and pets.

# **Getting in touch**

Your insurance includes emergency help, advice and legal expenses support when you need it. Here are the numbers you'll need together with details of how to change or cancel your cover.



### In an emergency 0345 602 6827

In the first instance call this number. Monday to Friday 8am-6pm and Saturday 9am-1pm.

24 hour emergency helpline 0345 602 7296

## What should I do in an emergency?

If **you** have chosen Home emergency cover and it is specified on **your** policy schedule, **you** may be able to claim the cost of the **tradesperson**, chosen by **us**, to deal with the **emergency** in respect of the call out charge and any materials necessary.

If Home emergency cover is not chosen you'll need to pay for the emergency repairs, however if the damage is covered by your policy, you can claim it in the normal way. The purpose of the 24-hour home emergency helpline is to give you the assistance you need when emergencies happen in your home. They can arrange for a tradesperson to call at your home to repair any damage to:

- Your plumbing, drainage or central heating systems
- Your electricity supply system if it fails
- Damaged roofing, locks, doors or windows to secure your home.

Any legal liability, loss or damage to any property or person arising from the provision or delay of the repair services is not covered.

### Legal advice

You can call this helpline for confidential and impartial advice on domestic legal issues such as neighbour disputes and consumer rights. It doesn't replace the services of a solicitor but does give you immediate access to first stage legal advice before complications set in. (Advice is based on the laws of the member countries of the EU, Isle of Man, Channel Islands, Switzerland and Norway.)

### To make a claim for legal expenses

If you've selected Legal expenses your policy includes cover of up to £50,000 for agreed costs if you need to pursue a legal claim. So if you're in dispute with your employer over a wrongful dismissal, have a problem with faulty goods or services, or even a bodily injury claim, then help is at hand.

What you are and aren't covered for can be found in this booklet but you can also call **0345 602 7309** to discuss this cover. To make a claim use the same number, request a form and once completed send it to: Legal Claims Centre DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

### How to change your cover or personal details

If you have any questions about your cover or need to change it in any way please call us on **0345 602 6827**. Please have your policy number to hand when you call us.

Or you can write to us at: Bank of Scotland General Insurance Services, Home Customer Services, PO Box 788, 1 Lovell Park Road, Leeds LS1 9LL.

You can also use this number or address to let us know if the policyholder has passed away.

If you move house, we'll cover your contents in transit as part of your standard contents policy, as long as you use a professional removal firm. You don't need to cancel your insurance, call us on **0345 602 6827** and we'll be happy to update your policy details and premium to cover your new home.

> Classific Legal helpline 0345 602 7309 24 hours a day, 7 days a week

# **Making a complaint**

### We'll always make every effort to meet the high standards we've set ourselves, but if you ever feel we've fallen short of what you expect, or are dissatisfied in any other way, then please tell us.

Who you speak to will depend on the type of complaint you have. Please have your policy or claim number to hand.

## For complaints relating to Home Insurance

- For service or administration related complaints please call us first on 0345 602 6827.
- For claim related complaints call your Claims Handler first on the number provided at the registration of your claim, alternatively call us on 0345 602 6827.

If you remain unhappy we'll refer your complaint to Customer Care, or you can contact them directly at:

- 0800 096 6050 🜔
- customer.care.insurance @bankofscotland.co.uk
- Customer Care, Bank of Scotland General Insurance Limited, Tredegar Park, Newport NP10 8SB.

Please note: We cannot accept any responsibility for the security of personal data sent by email.

## For complaints relating to Home emergency

Home Emergency is provided by AWP Assistance UK Ltd trading as Allianz Global Assistance. If **you** have a complaint related to this cover **you** should contact them.

 Customer Support, Allianz Global Assistance, 102 George Street, Croydon CR9 6HD

### 🜔 020 8603 9853

customersupport@allianzassistance.co.uk

## For complaints relating to Legal expenses cover

Legal expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited. If you've a complaint related to this cover you should contact them.

### 0117 934 0066

customerrelations@das.co.uk

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

If you are still not satisfied with the way we have handled your complaint, your matter can be referred to the Financial Ombudsman Service (FOS). They can be contacted on freephone **0800 023 4567** or **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Alternatively you can write to them at **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR** or visit **www.financial-ombudsman.org.uk** Contacting FOS will not affect your legal rights.

# Your policy terms and conditions

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### Your policy agreement

Your insurance policy is made up of this policy booklet and your **policy schedule**. Please read them both carefully to make sure that they give **you** the cover **you** need and contact **us** if **you** have any problems or questions.

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

We relied on the answers you gave to the questions that you were asked when you took out the policy. You must tell us if any of your answers change during the insurance period. If you don't tell us about any changes, we may have the right to refuse any claims made after the change happened or to treat your policy as ended from the date of the change, meaning that you will not be covered after that date. Please refer to 'Changes you must tell us about' section on page 58 for full details.

### The law applicable to this 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**.

### Important information

### 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.

### For example, this policy does not cover:

Corrosion

- Damp
- Condensation
- Lack of maintenance
- Decay/decomposition.

- Rot
- Full details of what is and is not covered by this policy are set out in:
  - The cover sections of this booklet
  - General conditions and General exclusions.

Your **policy schedule** shows **you** the cover **you** have chosen.

17

### Words and phrases with special meanings

Whenever the following words and phrases appear in the policy booklet in bold print they will always have these meanings.

### Accidental damage

An accident that causes physical damage, which is caused suddenly by an outside force and is not expected and not deliberate.

### **British Isles**

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

### **Buildings**

The structure of **your home** including its fixtures, fittings and services, garden walls, gates, fences, hedges, paths, drives, patios, tennis courts, wind turbines, fixed solar panels and permanent swimming pools, saunas, hot tubs all within the grounds of **your home** and for which **you** are legally responsible.

### Contents

- Household goods (including garden machinery), High risk items and personal effects (items of a personal nature such as clothing and wheelchairs) all owned by you, your family and resident domestic staff or for which you or your family are legally responsible.
- Visitors' personal effects in your home.

### **Deeds and documents**

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

### **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 part of any claim which **you** have to pay. All applicable **excess** amounts are shown in your **policy schedule** and the 'Policy limits and excess table' at the front of this booklet.

### Family

Your spouse or partner, any children (including adopted and foster children) and any other relatives all of whom normally live with **you**.

### Heave

Expansion of the ground beneath the **buildings**.

### High risk items

Computers, televisions, video and audio equipment, photographic equipment, jewellery, articles of precious metal, precious stones, watches, clocks, furs, pictures, works of art, rare or unusual articles, telescopes, microscopes, musical instruments and sets or collectables/ collections including, but not limited to stamp, book, medal and coin collections.

### Home

The private dwelling and its garages (including integral garages), outbuildings, sheds and greenhouses, all used for domestic and clerical purposes only, at the address shown in your **policy schedule**. For the definition of 'Home' relating to Home Emergency cover, please see Words and phrases with special meanings on page 41 of the policy booklet.

### Insurance period

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

### Landslip

Rapid downward movement of sloping ground due to its slippage.

### Money

Cash, currency notes, bank notes, money orders, bankers drafts and current postage stamps, cheques, savings and trading stamps, savings certificates and savings bonds, luncheon vouchers, gift cards, gift vouchers, electronic cash pre-payment cards, traveller's cheques, travel tickets and vouchers, season tickets and phone cards all held for social and domestic purposes.

### **Personal belongings**

Personal items worn, used or carried by **you** or your **family** in everyday life. The item must be owned by or be the legal responsibility of **you** or your **family**.

### **Policy schedule**

The home insurance policy schedule tells you the sections of this booklet under which you are covered, the **insurance period**, and provides other important details about the cover provided by your policy.

### Services

Underground cables, pipes, drains, tanks and their inspection covers serving **your home** and for which **you** are legally responsible.

### Settlement

Downward movement of the ground beneath the **buildings** due to the weight of the **buildings**.

### Storm

A period of violent weather defined as:

 strong winds with gusts of at least 55mph, sometimes accompanied by rain; and/or  hail or snow of such intensity or weight that it causes damage to hard surfaces or breaks glass.

We will take into consideration the condition of **your home**. A **storm** can highlight damage rather than cause it and damage that happens gradually through wear and tear or due to lack of maintenance is not covered.

Rain alone is not a **storm**.

### Subsidence

Downward movement of the ground beneath the **buildings** not due to the weight of the **buildings**.

### Unoccupied

Not lived in by **you** or a member of your **family** for more than 30 days in a row.

Please note, a property will only be considered occupied if it is lived in by **you** or a member of your **family** and contains essential items for normal living purposes, for example cooking appliances, sanitary fittings and beds.

### We, our, us

The insurers specified in this policy booklet.

For all cover under your policy except Home emergency cover and Legal expenses cover, this is St Andrew's Insurance plc.

For Home emergency cover, this is AWP Assistance UK Ltd trading as Allianz Global Assistance who administer this cover on behalf of AWP P&C SA.

For Legal expenses cover, this is DAS Legal Expenses Insurance Company Limited.

### You

The person(s) named in the **policy schedule** as the policyholder.

### Your

Owned or hired by **you** or for which **you** or your **family** are legally responsible.

Please note Legal expenses and Home emergency have their own Words and phrases with special meanings. Please see the Legal expenses and Home emergency section of cover.

### **Buildings cover**

## This section applies if **you** have chosen to include Buildings cover – this is shown on your **policy schedule**.

Full details of the cover offered are provided below. Details of Policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

•	
What we cover 🛛 💙	What we don't cover
Loss of or damage to the <b>buildings</b> by the following causes:	
1. Fire or smoke.	<ul> <li>Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.</li> </ul>
	This type of damage is covered under Buildings – accidental damage optional cover. Your <b>policy</b> <b>schedule</b> will show if <b>you</b> hold this optional cover.
2. Explosion, lightning or earthquake.	
<ol> <li>Riots, civil commotion, labour and political disturbances or strikes.</li> </ol>	
4. Malicious damage or vandalism.	Damage occurring while your home is unoccupied.
5. Impact by any vehicle, train, animal, aircraft of any type including models such as drones, or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.	<ul> <li>The cost of removing any tree, branch, lamp post, telegraph pole or pylon which has not caused damage to your buildings.</li> </ul>
6. Flood.	
7. Storm.	Hedges, fences and gates.
8. Subsidence, heave or landslip.	<ul> <li>Damage:</li> <li>To garden walls, fences, gates, hedges, paths, drives, patios, terraces, balconies, swimming pools, ornamental ponds, hard courts, wind turbines, solar panels, saunas, hot tubs, car ports, domestic oil and gas fuel tanks, septic tanks or cesspits, unless the main building of your home is damaged at the same time and by the same cause.</li> <li>To, or 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.</li> <li>That is covered under an NHBC warranty or other similar guarantee.</li> <li>Resulting from the bedding down of new buildings.</li> <li>Caused by demolition, structural alteration, structural repair or excavation by you or someone appointed by you.</li> </ul>

What we cover	What we don't cover
<b>9.</b> Escape of water from any domestic appliance or any fixed domestic water installation.	<ul> <li>The cost of repairing the domestic appliance or fixed domestic water installation itself.</li> </ul>
For example a washing machine, dishwasher, freezer, or heating system, or water mains.	<ul> <li>Damage occurring while your home is unoccupied.</li> <li>Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</li> <li>Escape of water causing, or caused by, subsidence, heave or landslip.*</li> <li>Damage caused by the failure or lack of sealant and/or grout.</li> <li>Damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.**</li> <li>* This will be considered as subsidence, heave or landslip damage.</li> <li>** This type of damage is covered under Buildings – accidental damage optional</li> </ul>
	cover. Your <b>policy schedule</b> will show if <b>you</b> hold this optional cover.
<b>10.</b> Freezing of water in fixed domestic water or heating systems.	Damage occurring while your home is unoccupied.
<b>11.</b> Escape of oil from any fixed domestic oil installation.	The cost of repairing the fixed domestic oil installation itself.
Examples include oil heating systems and oil tanks.	Damage occurring while your home is unoccupied.
<b>12.</b> Theft or attempted theft.	Damage occurring while your home is unoccupied.

### You are also covered for

What we cover	What we don't cover
<ol> <li>Accidental breakage of fixed ceramic hobs, sanitary ware and fixed glass.</li> </ol>	Damage occurring while your home is unoccupied.
For example fixed glass in windows and doors.	Scratching.*
By sanitary ware, <b>we</b> mean wash basins and pedestals, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.	* This type of damage is covered under Buildings – accidental damage optional cover. Your <b>policy schedule</b> will show if <b>you</b> hold this optional cover.
Important Information: cover replaces glass NOT the window frame, door frame or casement.	
14. Accidental damage to services.	The cost of clearing blocked drains or pipes.
By <b>services we</b> mean underground cables, pipes, drains, tanks and their inspection covers	Damage causing, or caused by subsidence, heave or landslip.*
serving <b>your home</b> and for which <b>you</b> are legally responsible.	* This will be considered as <b>subsidence</b> , <b>heave</b> or <b>landslip</b> damage.

What we cover	What we don't cover
<ul> <li>15. Trace and access.</li> <li>If the buildings of your home are damaged due to: <ol> <li>Escape of water from any domestic appliance or any fixed domestic water installation, or freezing of water in fixed domestic water or heating systems,</li> <li>Escape of oil from any fixed domestic oil installation.</li> </ol> </li> <li>We will pay the reasonable cost of removing and</li> </ul>	<ul> <li>The cost of repairing the domestic appliance, fixed domestic water installation or fixed domestic oil installation itself, unless damaged by freezing.</li> <li>Damage occurring while your home is unoccupied.</li> </ul>
replacing any other part of the <b>buildings</b> necessary to find the source of the leak and making good. This includes the reinstatement of any drive, fence or path removed or damaged during the search.	
${\bf f}~$ The most ${\bf we}$ will pay for any one event is £5,000.	
<ul> <li>16. Clearing drain blockages.</li> <li>If there is a blockage in an underground pipe connecting your home to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, we will pay the cost of breaking into and repairing the pipe.</li> <li>f The most we will pay for any one event is £1,000.</li> </ul>	
<ul> <li>17. Alternative accommodation.</li> <li>If your home is made uninhabitable by any cause covered under Buildings cover, we will pay for:</li> <li>Up to 2 years' ground rent which you or your family has to pay.</li> <li>Rent you should have received but have lost.</li> <li>The costs of similar alternative accommodation for you, your family and your domestic pets while you cannot live in your home.</li> </ul>	
<b>£</b> The most <b>we</b> will pay for any one event is £30,000.	
<b>18.</b> Cover during sale. If <b>you</b> are selling <b>your home</b> and the buyer has not taken out buildings insurance between exchange of contracts and completion, <b>we</b> will also cover the buyer up to the date of completion.	
<ul> <li>19. Emergency access.</li> <li>We will pay for loss of or damage to the buildings and gardens at your home if they are damaged by forced entry by the fire, police or ambulance services to deal with a medical emergency or when preventing damage to property.</li> </ul>	
<b>f</b> The most <b>we</b> will pay for loss of or damage to any growing tree, shrub or plant is £250.	

### What we cover

20. Replacement locks and keys.

If **you** lose **your** keys or they are stolen, or there is **accidental damage** to the locks of outside doors, fixed safes or alarms in **your home**, **we** will pay the cost of:

- Replacing the keys;
- Changing parts of the locks; and
- Replacing the locks.

### Property owners' liability

If you are both the owner and the occupier of your buildings please note:

- Accidents which happen in buildings or on land are more commonly the legal responsibility of the occupier of the buildings or land rather than the owner.
- Cover against any breach of the legal responsibility that you may have as the occupier of the buildings is not provided by this Buildings cover. Cover is only provided in relation to any breach of the legal responsibility you may have as the owner of the buildings.
- Contents insurance provides cover for **your** legal responsibilities as the occupier.

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### What we cover

- 21. You (or your personal representatives in the event of your death) and any member of your family are insured against any legal liability for damages (as owner but not as occupier) in respect of:
- Accidental bodily injury (including death, disease or illness) to anyone not in your family or domestic staff.
- Accidental loss of or damage to physical property (other than property you or any member of your family own or are looking after). This includes liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, which sets out your legal duty of care for faulty work carried out by you or for you on any home you previously owned in the United Kingdom.

The most **we** will pay for claims resulting from one accident or a series of accidents resulting from any one cause is £2,000,000. 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 we don't cover

- Liability resulting from:
  - Any employment, trade, profession or business involving **you** or any member of your **family**.
  - An agreement made unless **you** would have been liable even if **you**, your **family** or **domestic staff** had not made the agreement.
- > Your legal responsibility for faulty work:
  - Which arises more than seven years after the cancellation of the Buildings cover section of this policy.
  - If **you** have cover under a current or more recent policy.
- Any legal liability covered by any other insurance policy.

### What we don't cover

 Replacement of locks and keys if insured elsewhere whether by this policy or any other policy.





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### Buildings - Accidental damage optional cover

This section applies if **you** have chosen to include the Buildings – Accidental damage optional cover – this is shown on your **policy schedule**.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover	What we don't cover
Any other <b>accidental damage</b> to the <b>buildings</b> of <b>your home</b> which is not specifically covered or excluded in Buildings cover.	<ul> <li>Damage occurring while your home is unoccupied.</li> <li>Damage occurring while your home or any part of</li> </ul>
Examples of cover include putting your foot through the ceiling whilst in the loft or drilling through a pipe.	<ul> <li>it is lent, let or sublet.</li> <li>Movement, settlement or shrinkage in any part of the buildings.</li> </ul>
	<ul> <li>Loss or damage caused by water entering your buildings regardless of how that happened.</li> </ul>

### **Contents cover**

### This section applies if **you** have chosen to include Contents cover as part of your policy – this is shown on your **policy schedule**.

This part of the policy sets out the cover **we** provide for the **contents** of **your home** whilst they are:

- In your home.
- Temporarily removed from your home.
- Whilst in the open within the boundaries of your home.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover	What we don't cover	
Loss of or damage to the <b>contents</b> of <b>your</b> <b>home</b> by the following causes:		
By <b>your home we</b> mean the private dwelling and its garages (including integral garages), outbuildings, sheds and greenhouses, all used for domestic and clerical purposes only at the address shown in your <b>policy schedule</b> .	<ul> <li>Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters), or parts or accessories for any of them.</li> <li>Aircraft of any type including models such as drones, caravans, trailers and trailer tents, boats,</li> </ul>	
<b>f</b> The most <b>we</b> will pay for <b>contents</b> within garages, greenhouses, sheds and outbuildings is £2,000.	<ul> <li>windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.</li> <li>Animals.</li> </ul>	
<b>f</b> The most <b>we</b> will pay for visitors' personal effects in <b>your home</b> is £250 for each visitor.	<ul> <li>Growing trees, shrubs or plants other than as described in the 'Plants in the garden' section.</li> <li>Any articles used or held for business or</li> </ul>	
<b>f</b> The most <b>we</b> will pay for satellite dishes and receiving equipment is £500.	professional purposes, other than as described in the 'Office contents and equipment' section.	
<b>f</b> The most <b>we</b> will pay for personal tools in the <b>home</b> is £150.	<ul> <li>Any property that is more specifically insured by this policy or insured by any other policy.</li> <li>Credit cards.</li> </ul>	
Guidance note: if <b>you</b> require cover for pedal cycles then <b>you</b> will need the optional Specified items cover.	<ul><li>Mobile phones.</li><li>Pedal cycles and their accessories.</li></ul>	
1. Fire or smoke.	<ul> <li>Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.</li> </ul>	
	This type of damage is covered under Contents – accidental damage optional cover. Your <b>policy</b> <b>schedule</b> will show if <b>you</b> hold this optional cover.	

2. Explosion, lightning or earthquake.

What we cover 🛛 🗸	What we don't cover
<ol> <li>Riot, civil commotion, labour and political disturbances or strikes.</li> </ol>	
4. Malicious damage or vandalism.	Damage occurring while your home is unoccupied.
<ol> <li>Impact by any vehicle, train, animal, aircraft of any type including models such as drones, or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.</li> </ol>	<ul> <li>The costs of removing any tree, branch, lamp post, telegraph pole or pylon.</li> </ul>
6. Flood.	
7. Storm.	
8. Subsidence, heave or landslip.	<ul> <li>Loss or damage:</li> <li>Resulting from the movement of solid floors unless the foundations underneath the external walls of your home are damaged at the same time and by the same cause.</li> <li>Resulting from the bedding down of new buildings or settlement, shrinkage or expansion of the buildings.</li> <li>Caused by demolition, structural alteration, structural repair or excavation by you or someone appointed by you.</li> </ul>
<ol> <li>Escape of water from any domestic appliance or any fixed domestic water installation.</li> <li>Examples include a washing machine, dishwasher, freezer or heating system.</li> </ol>	<ul> <li>The cost of repairing the domestic appliance itself.</li> <li>Damage occurring while your home is unoccupied.</li> <li>Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</li> <li>Damage caused by the failure or lack of sealant and/or grout.</li> <li>Damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.*</li> <li>*This type of damage is covered under Contents – accidental damage optional cover. Your policy schedule will show if you hold this optional cover.</li> </ul>
<ul> <li>10. Escape of oil from any fixed domestic oil installation.</li> <li>Examples include oil heating systems and oil tanks.</li> </ul>	Damage occurring while your home is unoccupied.
11. Theft or attempted theft.	<ul> <li>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.</li> <li>Loss or damage occurring while your home is unoccupied.</li> <li>Loss by deception unless the only deception is gaining entry to your home.</li> <li>Loss or damage by any guest invited into your home by you or your family.</li> </ul>

### You are also covered for

What we cover 🛛 🗸	What we don't cover
<b>12. Accidental damage</b> to televisions, video and audio installations, computer equipment and to any aerials or satellite dishes within or fixed to <b>your home</b> .	<ul> <li>Records, discs, CDs, DVDs, cassettes, tapes, diskettes. USB flash drives or software.</li> <li>Damage occurring while your home is unoccupied.</li> <li>Damage occurring while your home or any part of it is lent, let or sublet.</li> <li>Loss or damage caused by water entering your home regardless of how that happened.</li> </ul>
<ul> <li>13. Accidental damage to fixed glass in furniture, mirrors, glass in shelves and freestanding ceramic hobs.</li> <li>Examples of fixed glass in furniture include glass in coffee tables and glass in display cabinets.</li> </ul>	<ul> <li>Damage occurring while your home is unoccupied.</li> <li>Damage occurring while your home or any part of it is lent, let or sublet.</li> </ul>
<ul> <li>14. Fatal injury benefit.</li> <li>If you, your spouse or civil partner are injured by a fire or assault in your home and this results in death within 12 months of the injury.</li> <li>f The most we will pay for any one event is £5,000.</li> </ul>	
<ul> <li>15. Replacement locks and keys.</li> <li>If you or your family lose the keys to your home, if they are stolen, or if there is accidental damage to the locks of outside doors, safes or alarms in your home, we will pay the cost of:</li> <li>Replacing the keys.</li> <li>Changing parts of the lock.</li> <li>Replacing the locks.</li> </ul>	
<ul> <li>16. Frozen food.</li> <li>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.</li> <li>f The most we will pay for any one event is £500.</li> </ul>	<ul> <li>Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.</li> </ul>
<ul> <li>17. Money in the home.</li> <li>We will pay for theft or accidental loss of money in your home belonging to you or your family, or for which you or your family are responsible.</li> <li>f The most we will pay for any one event is £500.</li> </ul>	<ul> <li>Money held for trade, professional or business purposes.</li> <li>Loss by deception unless the only deception is gaining entry to your home.</li> </ul>
<ul> <li>18. Deeds and documents.</li> <li>We will pay for the cost of replacing deeds, bonds, certificates or similar private documents, which are evidence of ownership, or of a sum of money owed to you or your family, if they are lost or damaged by any cause covered under Contents cover.</li> <li>f The most we will pay for any one event is £500.</li> </ul>	Loss of or damage to money.

What we cover 🛛 🗸 🗸	What we don't cover
<ol> <li>Loss of water, domestic heating oil and gas.</li> <li>We will pay for the accidental loss at your home of metered water from any fixed domestic water installation, oil from any fixed domestic oil installation or liquid petroleum gas.</li> </ol>	
<b>£</b> The most <b>we</b> will pay for loss of metered water and liquid petroleum gas is £1,000.	
<b>£</b> The most <b>we</b> will pay for loss of domestic heating oil is £500.	
20. Office contents and equipment. If you or anyone living with you use your home for clerical business purposes, we will pay for loss of or damage to office furniture and equipment whilst in your home if caused by an event covered under Contents covers 1–13.	
Examples of office equipment are – computer equipment, facsimile machines, photocopiers, telephones, books and stationery.	
${\bf f}~$ The most ${\bf we}$ will pay for any one event is £5,000.	
<ul> <li>21. Stock or trade samples.</li> <li>If you keep stock or trade samples in your home, we will pay for loss of or damage to such items whilst in your home if caused by an event covered under Contents covers 1–11.</li> <li>By stock or trade samples we mean goods held by you or your family, for sale, or supply, or as trade samples.</li> </ul>	
${\bf f}~$ The most ${\bf we}$ will pay for any one event is £500.	
<ul> <li>22. Downloaded data.</li> <li>We will pay to replace any non recoverable electronic data legally downloaded by you or your family from a legitimate worldwide website, which you or your family have purchased and hold a receipt.</li> <li>The receipt may be in an electronic format.</li> <li>£ The most we will pay for any one event is £2,000.</li> </ul>	
<ul> <li>23. Alternative accommodation.</li> <li>If your home is made uninhabitable by any cause covered under Contents cover, we will pay for:</li> <li>Rent you are responsible for paying; and</li> <li>The costs of similar alternative accommodation for you, your family and your domestic pets while you cannot live in your home.</li> </ul>	

What we cover 🛛 😢	What we don't cover
24. Tenants' improvements. We will pay for loss of or damage to fixed items of decoration and home improvements you make as a tenant, if caused by an event covered under Contents covers 1–11 and accidental damage if you have the Contents – Accidental damage optional cover.	Landlord's fixtures and fittings.
By 'tenants' improvements' <b>we</b> mean those improvements to <b>your home you</b> have provided and which are not the responsibility of your landlord – for example, shed, greenhouse, fitted kitchen, bathroom suite, laminate flooring.	
${f f}$ The most we will pay for any one event is £5,000.	
<ul> <li>25. Special occasion cover.</li> <li>We will increase the high risk items limit shown in your policy schedule by £3,000:</li> <li>During the month of your religious festival to cover gifts and extra food and drink you and your family buy for the religious festival.</li> <li>One month before and one month after your wedding day or civil partnership ceremony or of that of your family, to cover gifts and extra items bought for the event.</li> </ul>	
26. Emergency access. We will pay for loss of or damage to the <b>contents</b> of <b>your home</b> and any growing tree, shrub or plant at <b>your home</b> if they are damaged by forced entry by the fire, police or ambulance services to deal with a medical emergency or when preventing damage to property.	
<b>f</b> The most <b>we</b> will pay for loss of or damage to any growing tree, shrub or plant is £250.	
<ul> <li>27. Plants in the garden.</li> <li>We will pay for loss of or damage to growing trees, shrubs or plants at your home caused by: <ul> <li>fire, explosion, malicious damage, vandalism, theft or attempted theft;</li> <li>impact by any vehicle, train, animal, aircraft of any type including models such as drones or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.</li> </ul></li></ul>	
<b>f</b> The most <b>we</b> will pay for any one event is £500, which includes removal and replacement costs.	

What we cover 🛛 🗸 🗸	What we don't cover
28. Contents in the open. We will pay for loss of or damage to contents whilst in the open within the boundary of your home, if covered under Contents covers 1–11 and accidental damage if you have the Contents – Accidental damage optional cover.	<ul> <li>Loss or damage caused by storm or flood.</li> <li>Loss or damage when your home is unoccupied.</li> </ul>
Examples of what <b>we</b> mean by 'in the open' – <b>contents</b> in <b>your</b> garden or driveway, on <b>your</b> balcony or patio, or other outside areas within the boundaries of <b>your home</b> .	
${\bf f}~$ The most ${\bf we}$ will pay for any one event is £500.	
<ul> <li>29. Contents cover when you are moving home.</li> <li>We will cover loss of or damage to contents when you move home under Contents covers 1–11 and accidental damage if you have the Contents – Accidental damage optional cover.</li> <li>If caused during household removal by a professional removal contractor moving them from your home to another permanent home in the British Isles.</li> <li>While they are being held in temporary storage by the removal firm for up to 72 hours.</li> </ul>	
<ul> <li>30. Contents when temporarily removed from your home.</li> <li>We will pay for loss of or damage to contents when temporarily removed from your home to anywhere in the British Isles for a period not exceeding three calendar months if caused by an event covered under Contents covers 1–11.</li> </ul>	<ul> <li>Contents removed for sale or exhibition or to furniture depositories.</li> <li>Loss or damage caused by storm or flood to property not in a building.</li> <li>Loss of or damage to student belongings when in university halls of residence or rented student accommodation.</li> </ul>
Example of what <b>we</b> mean by 'Temporarily removed' – <b>you</b> are working away and staying in a hotel, or items are stolen whilst <b>you</b> are at your workplace.	<ul> <li>Loss or damage caused by theft or attempted th other than from:</li> <li>An occupied private home or any building where you or your family are working or</li> </ul>
Note: If <b>you</b> are moving home see section above for 'Contents cover when <b>you</b> are moving home'.	<ul> <li>temporarily living.</li> <li>Any other building, caravan or motor home but only if force and violence are used to gain entry</li> </ul>
<b>f</b> The most <b>we</b> will pay for any one event is £5,000.	<ul> <li>Any bank or safe deposit or while you, your family or domestic staff, are taking the item to or from the bank or safe deposit.</li> </ul>

### Occupiers and public liability

- Accidents which happen in buildings or on land are more commonly the occupier's legal responsibility rather than the owner's.
- As well as covering the contents of your home, we also provide cover for your breach of certain legal responsibilities you may have including as occupier.
- Buildings insurance provides cover for your legal responsibilities as owner.

### What we cover

#### 31. Occupiers and public liability.

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

Damages which result from an accident occurring during the **insurance period** and causing:

- Accidental bodily injury (including death, disease or illness) to anyone not in your family or domestic staff.
- Accidental loss of or damage to physical property other than property you or any member of 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 £2,000,000. 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 we don't cover

Any action against you brought in a court outside the British Isles.

X

- Liability resulting from:
  - Ownership of **your home**.
  - Your occupation or ownership of any other land or building.
  - Sport involving the use of motors.
  - Any employment, trade, profession or business.
  - An agreement made unless **you**, your **family** or **domestic staff** would have been liable even if the agreement had not been made.
  - The transmission of any diseases or virus.
- Liability resulting from the use or ownership of:
  - Mechanically powered vehicles, except garden machinery used in **your** garden.
  - Powered boats, unless they are models.
  - Aircraft of any type including models such as drones.
  - Animals, except domestic cats and dogs (other than dogs referred to in the Dangerous Dogs Act 1991 or any amending legislation. This Act imposes restrictions in relation to specific types of dog and sets out offences for failing to keep dogs under proper control).
  - Firearms except airguns or legally held sporting guns used for sporting purposes.
- Any legal liability covered by any other insurance policy.

#### **32.** Employers liability.

Damages which result from an accident occurring during the **insurance period** 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 we cover



### What we don't cover

33. Tenants liability.

Compensation payments under a tenancy agreement for damage to the **buildings** of **your home** caused by any cause listed under Buildings covers 1–14.

- **f** The most **we** will pay for any one event is £5,000.
- Loss or damage while your home is unoccupied.

X

Loss of or damage to any property **you** own.

### Contents - Accidental damage optional cover

This section applies if **you** have chosen to include the Contents – Accidental damage optional cover – this is shown on your **policy schedule**.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover	What we don't cover
Any other <b>accidental damage</b> to the <b>contents</b> of <b>your home</b> which is not specifically covered or excluded in Contents covers 1–13.	<ul> <li>Damage to clothing.</li> <li>Damage occurring when your home is unoccupied or any part of it is lent, let or sublet.</li> </ul>
Examples of cover include paint spillage on a carpet or felt tip pen on a sofa.	<ul> <li>Accidental loss and unexplained disappearance.</li> <li>Loss or damage caused by water entering your home regardless of how that happened.</li> </ul>

### Matching of items cover

This only applies if **you** have chosen to include Matching of items cover as part of your policy and this is shown on your **policy schedule**.

This part of the policy sets out the cover **we** provide for matching of items for either your **buildings**, **contents** or both of **your home**.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover 📀	What we don't cover	×
If <b>you</b> have made a successful claim under your Buildings and/or Contents cover for an item, or part of an item, which forms part of a set or any other article of a uniform nature, colour or design, <b>we</b> will pay for the cost of replacing or changing any associated undamaged item, or part of an item, when a replacement of or reasonable match for the lost or damaged item cannot be obtained.		
On settlement of your claim, if <b>we</b> ask, <b>you</b> must give <b>us</b> any damaged or undamaged items for which the claim has been accepted.		

### Personal belongings cover

This section applies if **you** have chosen to include Personal belongings cover as part of your policy – this is shown on your **policy schedule**.

This part of the policy sets out the cover **we** provide for **your** and your **family's personal belongings** when in or temporarily outside **your home**.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover 🛛 💙	What we don't cover
<ul> <li>Theft or accidental loss of, or accidental damage to personal belongings.</li> <li>Theft or accidental loss of money belonging to you or your family or which you or your family are legally responsible.</li> </ul>	<ul> <li>Loss of or damage to:</li> <li>Any article used or held for business or professional purposes.</li> <li>Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters) or parts or accessories for any of them.</li> </ul>
${f f}$ The most <b>we</b> will pay for loss of money is £300.	<ul> <li>Aircraft of any type including models such as</li> </ul>
<b>f</b> The most <b>we</b> will pay for personal belongings stolen from or with a motor vehicle is £1,000.	drones, hang gliders, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories, or associated equipment.
£ The most <b>we</b> will pay for personal tools is £150.	<ul> <li>Caravans or associated equipment.</li> <li>Machinery or mechanical implements.</li> <li>Pedal cycles and their accessories.</li> <li>Mobile phones.</li> <li>Credit cards.</li> <li>Animals.</li> <li>Student belongings.</li> <li>Household goods, domestic appliances, televisions and non-portable computer equipment.</li> <li>Securities or deeds and documents of any kind.</li> <li>Articles of china, porcelain, earthenware or glass (other than spectacles).</li> <li>Sports equipment (including horse riding equipment) when it is being used for its intended purpose.</li> <li>Musical instruments whilst they are in use for their intended purpose.</li> <li>Property more specifically insured by this policy or insured by any other policy.</li> <li>Theft or attempted theft of personal belongings from unattended vehicles, caravans or motor homes, where: <ul> <li>there was no force and violence used to get into the vehicle, caravan or motor home; and/or</li> <li>their was not hidden from view in a locked boot, locked luggage box or in a glove compartment.</li> </ul> </li> </ul>

#### Where the items are covered

In or temporarily outside of **your home**, including outside of the **British Isles**, provided the **personal belongings** are at all times in the control or custody of **you** or 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.

### Specified items cover

Your **policy schedule** shows if **you** have an item specified on your policy. If so, then **you** are covered under this section of the policy in respect of that specified item.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover	What we don't cover
Theft of, accidental loss of, or <b>accidental damage</b> to, specified items shown in your <b>policy schedule</b> .	<ul> <li>Any specified item more specifically insured by another policy.</li> <li>Loss or damage caused by water entering your home other than by storm or flood.</li> <li>Theft or loss of or damage to any specified item inside vehicles, caravans or motor homes when: <ul> <li>there was no force and violence used to get into the vehicle, caravan or motor home; and/or</li> <li>the specified item was not hidden from view in a locked boot, locked luggage box or in a glove compartment.</li> </ul> </li> <li>Loss by deception unless the only deception is gaining entry to your home. <ul> <li>Theft or loss of or damage to:</li> <li>Sports equipment (including horse riding equipment) when it is being used for its intended purpose.</li> <li>Musical instruments whilst they are in use for their intended purpose.</li> </ul> </li> <li>Stamp or coin collections outside of the British Isles.</li> </ul>

#### Where the items are covered

In or temporarily outside of **your home**, including temporarily outside of the **British Isles**, provided the specified item is at all times in the custody and control of **you** or your **family**, or left in hotel security, a locked safety deposit box, or similar locked, fixed receptacle.

By temporarily **we** mean a period of less than 60 days in a row.

### **Pedal cycles**

What we cover	What we don't cover
Theft, accidental loss of or <b>accidental damage</b> to a pedal cycle belonging to <b>you</b> or your <b>family</b> or for which <b>you</b> or your <b>family</b> are legally responsible, including its accessories if attached.	<ul> <li>A motorised or motor assisted pedal cycle.</li> <li>Theft of a pedal cycle from an unlocked garage, shed or outbuilding, or within the boundaries of <b>your home</b> when it is not securely locked to a permanently fixed structure.</li> <li>Theft of a pedal cycle left unattended in a public place or in communal areas when it is not securely locked to a permanently fixed structure.</li> <li>Loss of or damage:</li> <li>To a pedal cycle when being used for racing, pace making or trials.</li> </ul>
Where the pedal cycle is covered In or temporarily outside of <b>your home</b> , or temporarily outside of the <b>British Isles</b> provided the pedal cycle is in the custody and control of <b>you</b> or a member of your <b>family</b> .	

By temporarily **we** mean a period of less than 60 days in a row.

### Student belongings cover

This section only applies if **you** have chosen to include Student belongings cover as part of your policy, and this is shown on your **policy schedule**.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover 📀	What we don't cover
Loss or damage by any of the causes 1–11 in Contents cover to:	<ul> <li>Anything under 'What we don't cover' under Contents covers 1–11.</li> </ul>
<b>Contents</b> in university halls of residence or rented student accommodation in the <b>British Isles</b> belonging to <b>you</b> or your <b>family</b> in full time further or higher education.	<ul> <li>Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of university halls of residence or rented student accommodation and any room in which</li> </ul>
This cover is limited to the number of students <b>you</b> tell <b>us</b> about when <b>you</b> apply for this cover.	<ul> <li>the student is living.</li> <li>Loss or damage when the university halls of residence or rented student accommodation is</li> </ul>
<b>£</b> The most <b>we</b> will pay for any one event is £5,000.	unoccupied.

#### Where the items are covered

In university halls of residence or rented student accommodation in the British Isles.

### Mobile phone cover

This section only applies if **you** have chosen to include Mobile phone cover as part of your policy and this is shown on your **policy schedule**.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover	What we don't cover
<ul> <li>Loss of or damage to your or your family's mobile phones.</li> <li>We also cover the following:</li> <li>If one of your or your family's mobile phones is stolen, we will cover the cost of calls made on the mobile phone between the time that it is stolen and the time that the theft is reported to the airtime supplier.</li> <li>The cost of informing people of your new mobile phone number.</li> <li>If any mobile phone has been damaged and it can be repaired economically, we will pay</li> </ul>	Any mobile phone used or held for business or professional purposes.
the cost of the repair. If an item cannot be economically repaired or has been lost or stolen, <b>we</b> will replace it with a phone which has similar functions and <b>we</b> will arrange for <b>you</b> to get a line rental from your original supplier.	
The most <b>we</b> will pay for any one event is: <b>f</b> Loss of or damage to mobile phones – £500. <b>f</b> Lost airtime – £25. <b>f</b> Informing others of <b>your</b> new number – £25.	

In or temporarily outside of **your home**, including outside of the **British Isles**. By temporarily **we** mean a period of less than 60 days in a row.

### Credit card cover

This section only applies if **you** have chosen to include Credit card cover as part of your policy and this is shown on your **policy schedule**.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

What we cover	What we don't cover
We will pay for financial loss for which you or your family are legally responsible caused by the fraudulent use of cash/credit cards belonging to you or your family.	<ul> <li>Loss caused by the fraudulent use of cash/credit cards by you or your family.</li> <li>Loss caused by you or your family not complying with the relevant terms and conditions of the card issuer.</li> </ul>
Please note: <b>you</b> will be asked to prove that any losses incurred are not recoverable anywhere else.	
${\bf f}~$ The most ${\bf we}$ will pay for any one event is £500.	
Where the items are covered	

In or temporarily outside of **your home**, including outside of the **British Isles**. By temporarily **we** mean a period of less than 60 days in a row.



# Home emergency cover

This section only applies if **you** have chosen to include Home emergency cover as part of your policy – this is shown on your **policy schedule**.

Your Home emergency cover provides assistance if **you** or your **family** have a **home emergency** and **you** phone the home emergency helpline. You must communicate your **home emergency** within 48 hours of discovery. **We** will arrange to deal with the **home emergency** by choosing a **tradesperson** to come to **your home** and carry out any repairs that are necessary as a result of that **home emergency**. It is not designed to provide assistance for normal day to day maintenance.

Full details of the cover offered are set out below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet.

Don't forget, it is important that **you** also refer to the Words and phrases with special meanings pages 18–19, Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

The insurance provided in respect of Home Emergency cover in this section has been arranged by Bank of Scotland plc and is underwritten by AWP P&C SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd.

# Words and phrases with special meanings relating to your Home emergency cover

Whenever the following words and phrases appear in bold print in this section of cover they will always have these meanings:

### Beyond economic repair

The point at which **our tradesperson** considers the repair costs (taking into account the parts and labour required) to be more than the value of the boiler. The value is based on its date of manufacture, type and make and whether or not replacement parts are still available.

### **Emergency/emergencies**

A sudden and unforeseen domestic situation which, if not dealt with quickly, will:

- make your home unsafe or insecure;
- damage, or cause further damage to your home or its contents;
- result in your home losing its main source of heating, lighting or water.

### Home

The private property that **you** or **your** family own and live in, the address of which is shown as the insured property on **your** policy schedule. Please note there is no cover for garages or outbuildings which cannot be accessed by an internal door from the main property. For the definition of 'Home' relating to all the other sections of the policy, please see Words and phrases with special meanings on page 18 of the policy booklet.

### Multi-occupancy property

A building, part of which is **your home**, where there is shared responsibility for all or part of the amenities and structure, for example a maisonette, apartment or flat.

### Period of cover

Cover begins from the cover start date shown on **your** policy schedule and continues for 12 months as long as **your** premium has been paid. Cover will finish immediately on the end date as shown on **your** policy schedule or immediately if the policy is cancelled by **you** or **us**.

### Primary heating system

The main heating system in **your home**, including a domestic boiler (a boiler that produces a power output of up to 150,000 British Thermal Units/44 kilowatts). This includes both the central heating and/or hot water systems and extends to:

- the programmer;
- the central heating pump;
- thermostats (but not smart/internet connected thermostats); and
- radiators.

Please note that **we** do not cover any form of solar heating or non-domestic central heating boilers and associated systems.

Your central heating boiler should be properly installed and repaired, in accordance with the manufacturer's recommendations and serviced and maintained at least every 24 months.

Written confirmation of **your** last boiler service may be required in the event of a claim.

### **Reimbursement basis**

Subject to **our** prior agreement and on receipt of the engineer/installer/supplier/ **tradesperson's** fully itemised invoice, **we** will pay **you** up to £500 including VAT as a contribution to a repair which **you** will arrange yourself. This will be in full and final settlement of **your** claim.

### Sanitary ware

Wash basins and pedestals, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.

### Services

Underground cables, pipes, drains, tanks and their inspection covers serving **your home** and for which **you** are legally responsible.

### Tradesperson/tradespersons

A qualified person approved and instructed by **us** to provide domestic **emergency** repair services.

### We/our/us

AWP Assistance UK Ltd trading as Allianz Global Assistance who administer this cover on behalf of AWP P&C SA.

# General Conditions – Home Emergency

We will act in good faith in all **our** dealings with **you**.

- 1. We will only pay the benefits under this policy if **you** contact **us** first within 48 hours of discovering the **emergency**.
- We will make reasonable attempts to find a suitable tradesperson, as long as the service is not affected by:
  - poor weather conditions;
  - industrial disputes (official or not);
  - failure of the public transport system (including the road network); and
  - other circumstances that prevent access to your home or otherwise make it impractical to offer the service.
- If you need more than the cover provided by this Home Emergency cover, we will still offer you help up to the policy limits, but you will have to pay the extra costs direct to the tradesperson when they provide the service.
- You will be responsible for the tradesperson's call-out charges if:
  - having asked for help, you are not at home when the tradesperson arrives;
  - the only reason the primary heating system was not working, was because you did not light it, turn it on or failed to adjust the time or temperature controls.
- 5. We shall be entitled to:
  - refuse to help if your home or services have not been maintained in a safe or serviceable condition;
  - decide on the most appropriate way of providing help, although we will take into account your wishes whenever possible; or
  - settle our part of the claim if you have any other insurance covering the same loss or damage.

6. We will arrange to supply and fit replacement parts when they are needed and if they are covered under the policy. If you ask that better parts are fitted, you will have to pay the extra cost. We are not responsible for any inconvenience, loss or damage caused by delay in the manufacturers, or their suppliers or agents, supplying spare parts.

# General Exclusions – Home Emergency

The following exclusions apply to the whole of **your** Home Emergency cover:

- Any emergency arising from circumstances known to you before the start date of your policy.
- 2. Costs **we** have not authorised. Always phone **us** first.
- 3. Routine maintenance of equipment, supplies or services in **your home**.
- 4. Repairs to any system, equipment or facility which has not been installed or repaired according to the manufacturer's instructions or has been incorrectly used or modified, or which is faulty or inadequate as a result of any manufacturer's or designer's fault.
- 5. Any wilful act by **you**, or something **you** fail to do that causes an **emergency**.
- 6. Claims that happen when **your home** is left unoccupied for more than 30 days in a row.
- Claims arising from the interruption, failure or disconnection of public services to your home (including the electricity, water or gas supply), however they are caused.
- 8. Claims arising as a result of wear and tear.
- Any destruction or damage to any property or loss or any legal liability caused by or arising from:
  - radioactive contamination;
  - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or military or usurped power;

- riot, violent disorder, civil commotion, strikes or labour disturbances; or
- pollution or contamination of any kind.
- Any loss, cost or expense that is not directly caused by the event that led to your claim.
- **11.** The removal of asbestos, unless necessary to be able to make the repairs covered by this policy.
- Any permanent repairs that should more specifically relate to a home insurance claim.
- Your home being used for business purposes (other than clerical work).
- 14. Any claim relating to domestic appliances.
- Replacing or making permanent repairs to paths or driveways, which have had to be removed to deal with the **emergency**.

### What is covered:

#### We will:

- Provide initial advice to you;
- Arrange for a tradesperson to attend your home;
- Pay up to £1,000 in total (including VAT) for each emergency claim incident, towards labour costs (including call out charges, materials and parts required to effect emergency repairs in your home and overnight accommodation);

We will only provide this cover if the **emergency** happens during the **period of cover** and it is caused by one or more of the following:

#### Primary heating system

- Complete failure or breakdown of either the heating and/or hot-water supply provided by the primary heating system.
- If your boiler is beyond economical repair or replacement parts are no longer available, we will also pay up to £500 in total (including VAT) towards the labour and parts to replace the boiler, once we receive confirmation that the boiler has been replaced.

### Plumbing and drainage

Failure of, or damage to, the plumbing or drainage system which will result in water damage inside **your home**.

This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets); and
- blocked drains.

# What is not covered:

In addition to the following exclusions, please refer to the General conditions and General exclusions that also apply.

- Central-heating fuel tanks.
- Energy management systems, including smart/ internet connected thermostats.
- Any form of solar heating, under floor heating system (not including the supplying boiler and controls) and any non-domestic central heating boiler and associated system.
- Boilers not installed or repaired in accordance with the manufacturer's recommendations.
- Claims where you cannot provide written evidence that the primary heating system has been serviced within the last 24 months.
- Claims for re-lighting boilers or resetting/adjusting the timing or temperature controls.
- Cost of repairing a boiler that is beyond economical repair.
- We will not re-attend a boiler repair that has previously been deemed to be beyond economical repair.
- De-scaling or any work arising from hard water scale deposits.
- Replacing boilers, heaters, water tanks, hot water cylinders or radiators.
- Refilling the heating system with additives.
- Claims that are covered by a current manufacturer's guarantee.
- The repair or replacement of flues.
- Cesspits, septic tanks and associated fittings.
- Blocked toilets and drains not causing water damage inside your home.
- Unblocking a toilet if you are still able to use another functioning toilet in your home.
- Replacing water tanks, hot-water cylinders, radiators or sanitary ware.
- Water escape from internal plumbing where the water is escaping safely down a drain.
- Water escape from external plumbing that is not causing damage inside your home.
- Claims relating to pipes or drains that are shared as part of a multi-occupancy property.

What is covered:	What is not covered:
<ul> <li>Electricity supply</li> <li>Complete failure or breakdown of the electricity supply system within your home.</li> </ul>	<ul> <li>Any failure in supplying electricity to the main fuse box of your home.</li> <li>Partial failure of the internal electricity supply or where only an intermittent fault exists. This includes where a single socket is not working or where there is no lighting in one room in your home.</li> </ul>
<ul><li>Roofing</li><li>Damage to the roof of your home making it no longer watertight.</li></ul>	<ul> <li>Flat roofs.</li> <li>Claims relating to roofs that are shared as part of a multi-occupancy property.</li> </ul>
<ul> <li>Security and glazing</li> <li>Failure of, or damage not caused by you to, outside locks, doors or windows which means that your home is no longer secure.</li> </ul>	<ul> <li>Any matters relating to security alarms.</li> <li>Any deliberate damage caused by you.</li> <li>Damage caused by an authorised tradesperson gaining access to your home.</li> <li>Replacing keys that have been lost, stolen or damaged.</li> <li>Claims relating to doors or glazing that are shared as part of a multi-occupancy property.</li> <li>Damage to windows over two storeys high, which require external access.</li> </ul>
<ul> <li>Pests</li> <li>If you need to remove rats, mice or squirrels or the treatment and removal of cockroaches, wasps or hornets nests from your home.</li> </ul>	<ul> <li>More than two infestations during the period of cover.</li> <li>Re-infestation where you have failed to follow our advice.</li> <li>Removal of insect or animal nests from outbuildings.</li> </ul>
<ul> <li>Gutters and downpipes</li> <li>The downpiping and guttering has either failed or been damaged.</li> </ul>	<ul> <li>Blockage or water escape from outside your home that is not causing damage inside your home.</li> <li>Claims relating to gutters or downpipes that are shared as part of a multi-occupancy property.</li> </ul>
<ul> <li>Uninhabitable accommodation cover</li> <li>If your home is uninhabitable as a result of an emergency, we will pay up to £250 in total (including VAT) for overnight accommodation and the cost of transporting you there.</li> <li>You will be responsible for paying the costs of the accommodation and reclaiming the money back from us within 30 days of the emergency by providing the appropriate receipts.</li> </ul>	<ul> <li>Claims that we have not authorised.</li> </ul>

# How to make a claim on your Home Emergency cover

It is vital that **you** follow these steps to get help and claim the benefits available from **your** Home Emergency cover if there is an **emergency** that is covered by this policy:

Stay calm. If the emergency involves escaping water or electrical faults, turn off the mains supply immediately if it is safe to do so. Major emergencies which could potentially result in serious damage or injury must be immediately notified to the public supply authority and/or the emergency services.

If **you** suspect a gas leak call the National Gas Emergency line on **0800 111 999**. Gas leaks are not covered under this policy.

 In an emergency call this number first: 0345 602 6827 Monday to Friday 8am-6pm and Saturday 9am-1pm.

Or use the 24-hour Home emergency helpline: **0345 602 7296**.

It is important to remember that **you** must phone and advise **us** within 48 hours of discovering the **emergency**. Please do not make any arrangements yourself as **we** cannot refund any costs if **you** do not get **our** prior authorisation.

Give **us** as much information as possible about what has happened, so **we** can give **you** advice and arrange the most appropriate help for **you**.

We will arrange for an approved tradesperson to come to your home and deal with your emergency. If the emergency is listed under 'What is covered', we will arrange to pay the tradesperson's fees (up to the limits of this policy) direct to the tradesperson. You will be responsible for any extra costs, which may or may not be covered by your buildings and contents insurance policy. If the **emergency** is not listed under 'What is covered', you must pay all the tradesperson's fees.

We must approve overnight accommodation first. Please send any receipted invoices, including your policy number within 30 days of the **emergency** to: Bank of Scotland Home Emergency, Claims Department, 102 George Street, Croydon CR9 6HD.

# Legal expenses cover

# This section applies if **you** have chosen to include Legal expenses cover – this is shown on your **policy schedule**.

In our everyday lives, we all face situations that could require legal help if difficulties arise. A problem with **your** employer; injury that is the result of someone else's negligence; a dispute over faulty goods or services – these are all common issues that may need expert help to resolve.

Your Legal expenses cover is designed to provide expert help when you need legal support. The Legal Expenses helpline is available to you 24 hours a day, 7 days a week, for legal advice. You can call at any time for expert advice and guidance. The Tax advice line is available Monday to Friday 9am-5pm.

Full details of the cover offered are provided below. Details of policy limits are contained in the 'Policy limits and excess table' at the front of this booklet, along with any relevant **excesses you** must pay for any claim. Please see the Claims procedure and conditions for Legal Expenses cover on pages 52 and 53.

Don't forget, it is important that **you** also refer to the Claims conditions pages 54–56, General conditions pages 58–59 and General exclusions pages 60–61 which apply to the whole policy.

The insurance provided in respect of Legal Expenses in this section has been arranged by Bank of Scotland plc and is underwritten by DAS Legal Expenses Insurance Company Limited.

Important: In the event of a claim, if you decide not to use the services of a **preferred law firm**, you will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by us.

# How to make a claim under your legal expenses cover

# 1. What you need to do

As soon as **you** have a legal problem that **you** may require help with, check that **you** have chosen to pay for Legal Expenses insurance. If **you** have, call the Legal Helpline on **0345 602 7309**.

Make sure **you** have all the necessary information to hand, including details of any relevant conversations and correspondence.

#### Important:

Do not ask for help from a lawyer or accountant, or anyone else, before **we** have agreed. If **you** do, **we** will not pay any costs involved.

## 2. What we will do

We will ask you whether you require legal advice or wish to make a claim.

## 3. Legal advice or claiming

#### Legal advice:

If you require legal advice only, depending on availability, you may be put through to a legal advisor immediately or be offered a call back at a time to suit you. We will provide you with initial advice, letting you know your legal rights, what courses of action are open to you, and whether these can be implemented by you, or whether you need the assistance of a lawyer.

#### Claim:

If you wish to make a claim, at this point, due to the complexity of legal matters, we will not be able to confirm whether you are covered, but your claim will be logged and passed to our Claims Department. Our Claims Department will contact you as soon as possible, but at most within 5 working days, unless the matter requires urgent attention such as legal deadlines.

# Words and phrases with special meanings relating to your Legal expenses cover.

# Whenever the following words and phrases appear in bold print in this section of cover they will always have these meanings:

### Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act for **you**.

### **Costs and expenses**

- All reasonable and necessary costs chargeable by the appointed representative in accordance with the DAS Standard Terms of Appointment.
- The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with our agreement.

### **Countries covered**

 For insured incidents 'Contract disputes', and 'Personal injury':

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

 For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **DAS Standard Terms of Appointment**

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

### Date of occurrence

- For civil cases, the date of occurrence is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be the date you first became aware of it.)
- For criminal cases, the date of occurrence is when you began or are alleged to have begun to break the law.
- For insured incident 'Tax protection', the date of occurrence is when HM Revenue & Customs first notifies you in writing the intention to make enquiries.

### Insurance period

The period for which **we** have agreed to cover **you**.

### **Preferred law firm**

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly.

### **Reasonable prospects**

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

### We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

### What we cover

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** for the insured incidents in this section as long as:

- The date of occurrence of the insured incident is during the insurance period and happens within the countries covered; and
- Any legal proceedings will be dealt with by a court, or other body which we agree to, in the countries covered; and
- Reasonable prospects exist for the duration of the claim.
- The most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time;
- For an enforcement of judgment to recover money and interest due to you after a successful claim under this policy, we must agree that reasonable prospects exist;
- Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

We will help in appealing or defending an appeal as long as you tell us within the time limits allowed that you want us to appeal.

Before **we** pay any **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.

**f** The most **we** will pay for any one event is £50,000.

#### You, your

The person who has taken out this policy (the policyholder) and any member of their **family** who always lives with them. This includes students temporarily living away from the **home** and unmarried partners.

Anyone claiming under this section of cover must have the policyholder's agreement to claim.

### What we don't cover

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- X
- A claim where you have failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or we consider our position has been prejudiced.
- Any incident or matter arising before the start of this section of cover.
- Costs and expenses incurred before our written acceptance of a claim.
- Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
- Any insured incident intentionally brought about by you.
- Any claim relating to your alleged dishonesty or alleged violent behaviour.
- Any claim relating to written or verbal remarks which damage your reputation.
- A dispute with DAS Legal Expenses Insurance Company Limited not otherwise dealt with under Claims procedure and conditions – Arbitration on page 53.
- An application for Judicial Review.
- Any legal action you take which we or the appointed representative have not agreed to, or where you do anything that hinders us or the appointed representative.

Apart from **us**, **you** are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

# Insured incidents

### **Employment disputes**

### What we cover

We will cover the **costs and expenses** for the following:

 A dispute relating to your contract of employment or future employment for your work as an employee.

### **Contract disputes**

### What we cover

# We will cover the **costs and expenses** for the following:

- Your or your family's legal rights in a contractual dispute arising from an agreement or an alleged agreement which you or your family has entered into for:
  - The buying or hiring in of any goods or services; or the selling of any goods.
- Your legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which you have entered into for the buying or selling of your principal home.

Provided that:

- You and your family has entered into the agreement or alleged agreement during the insurance period;
- The amount in dispute is more than £100.

### What we don't cover

- A compromise agreement while you are still employed.
- Any claim relating solely to personal injury.

### What we don't cover

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Any claim relating to the following:

- A contract regarding your and your family's profession, business or 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);
- A contract involving a motor vehicle;
- The settlement payable under an insurance policy.

### **Personal injury**

### What we cover

We will cover the **costs and expenses** for **your** rights after a specific and sudden accident that causes death or bodily injury to **you**.

### What we don't cover

Any claim relating to the following:

- Any illness or bodily injury which happens gradually;
- Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you;
- Defending your legal rights, but we will cover defending a counter-claim;
- Clinical negligence.

### **Clinical negligence**

### What we cover

We will cover the **costs and expenses** for **your** rights after an identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

### What we don't cover

 $\checkmark$ 

 $\checkmark$ 

Any claim relating to the following:

 The failure or alleged failure to correctly diagnose your condition;

X

 Psychological injury or mental illness that is not associated with you having suffered physical bodily injury.

### **Property protection**

### What we cover

We will cover the **costs and expenses** for **your** legal rights in a civil dispute relating to **your** principal home and holiday home, or personal possessions, that **you** own or are responsible for, following:

- An event which causes physical damage to such material property, provided that the amount in dispute is more than £100;
- A legal nuisance (meaning any unlawful interference with your use or enjoyment of your land, or some right over, or in connection with it);
- A trespass.

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

### What we don't cover

Any claim relating to the following:

- A contract entered into by you;
- Any building or land other than your principal home or holiday home;
- Someone legally taking your property from you, whether you are offered money or not, or restrictions or controls placed on your property by any government, public or local authority;
- Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;
- Mining subsidence;
- Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from you or of which you are trying to take possession);
- The enforcement of a covenant by or against you (meaning the enforcement of an agreement you have entered into in connection with land you own);
- Defending a claim relating to an event that causes physical damage to property, but we will cover defending a counter-claim;
- The first £250 of any claim for legal nuisance or trespass. This is payable by you as soon as we accept the claim.

### Tax protection

What we cover	What we don't cover	
We will cover the costs and expenses for you	Any claim if <b>you</b> are self-employed or a sole trader	

We will cover the costs and expenses for you following a comprehensive examination by HM Revenue & Customs that considers all areas of your self assessment tax return, but not enquiries limited to one or more specific area.

- Any claim if you are self-employed or a sole trader, or in a business partnership.
- An investigation or enquiries by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

### Jury service and court attendance

What we cover 📀	What we don't cover
<ul> <li>We will cover the costs and expenses for the following:</li> <li>Your absence from work:</li> <li>To attend any court or tribunal at the request of the appointed representative;</li> <li>To perform jury service.</li> <li>The maximum we will pay is your net salary or wages for the time that you are absent from work less any amount the court gives you.</li> </ul>	Any claim if you are unable to prove your loss.

### Legal defence

### What we cover

We will cover the **costs and expenses** to defend **your** legal rights if an event arising from **your** work as an employee leads to:

- You being prosecuted in a court of criminal jurisdiction; or
- Civil action being taken against **you** under:
  - Discrimination legislation;
  - Section 13 of the Data Protection Act 1998.

We will defend your and your family's legal right if an event leads to your or their prosecution for an offence connected with the use or driving of a motor vehicle.

### What we don't cover

- Parking or obstruction fines.
- The use of a motor vehicle by you or your family for which you or they do not have valid motor insurance.

X

# Claims procedure and conditions for your Legal expenses cover

# Your legal representation

- On receiving a claim, if legal representation is necessary, we will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- If the appointed preferred law firm cannot negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then you may choose a law firm to act as the appointed representative.
- If you choose a law firm as your appointed representative who is not a preferred law firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However, if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
- The appointed representative must co-operate with us at all times and must keep us up to date with the progress of the claim.

# Your responsibilities

- You must co-operate fully with us and the appointed representative.
- You must give the appointed representative any instructions that we ask you to.

# Offers to settle a claim

- You must tell us if anyone offers to settle a claim. You must not negotiate or agree to a settlement without our written consent.
- If you do not accept a reasonable offer to settle a claim we may refuse to pay further legal costs.
- We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and pursue or settle any claim in your name. You must also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all the information and help we need to do so.
- Where a settlement is made on a withoutcosts basis we will decide what proportion of that settlement will be regarded as costs and expenses and payable to us.

# Assessing and recovering costs

- You must instruct the appointed representative to have legal costs taxed, assessed or audited if we ask for this.
- You must take every step to recover costs and expenses and court attendance and jury service expenses that we have to pay and must pay us any amounts that are recovered.

# Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

# Withdrawing cover

If you settle or withdraw a claim without our agreement, or do not give suitable instructions to the **appointed representative**, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.

# **Expert opinion**

We may require you to get, at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

# Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively, there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

Please refer to page 15 'If you want to make a complaint' for details of **our** internal complaints procedure.

# Keeping to the policy terms

### You must:

- keep to the terms and conditions of this policy
- take reasonable steps to avoid and prevent claims
- take reasonable steps to avoid incurring unnecessary costs
- send everything we ask for, in writing; and
- report to us full and factual details of any claim as soon as possible and give us any information we need.

# **Fraudulent claims**

We will at our discretion, void this section (make it invalid) from its start date or from the date of the claim, or alleged claim, or we will not pay the claim if:

- a claim you have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
- a false declaration or statement is made in support of the claim.

### **Other insurances**

If any claim covered under this policy is also covered by another policy, or would have been covered if this section of cover did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section of cover include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

# **Claims conditions**

# These conditions set out what **you** should do in the event of a claim or something happening which may give rise to a claim.

If **you** or your **family** do not follow these conditions, **you** will break a condition of your policy which may result in non-payment of all or part of your claim.



If **you** make a claim under the policy which is fraudulent or dishonestly exaggerated in any respect, **we** will not pay the claim and all cover under the policy will end from the date of the fraudulent act. Please see the 'Fraud' condition on page 59 for more details.

# **Reporting a claim**

If something happens that causes or may cause a claim, **you** should take any immediate action that is reasonably required to protect **your** property and belongings from further loss or damage. For example, turn off the water at the mains following a leak to prevent further damage or fix a broken window.

- If you or your family are the victim of theft, riot, a malicious act or vandalism, or if you or your family lose something away from the home, tell the police immediately upon discovery and ask for a police reference number. You should then contact us as soon as possible.
- If there is any loss of or damage to personal belongings or specified items whilst in the custody of an airline or other carrier, it should be reported immediately on discovery to the carrier and if available, you should obtain a written report. You should then contact us as soon as possible.
- If you or your family discover that a credit card or mobile phone is missing, you must tell the credit card company or airtime supplier immediately. You should then contact us as soon as possible.
- If someone is holding you or your family responsible for an injury or any damage, you or your family must not admit responsibility. You should give us full details in writing as soon as you can and send any claim form, application notice, legal document or other correspondence sent to your family to us straightaway without responding yourself first.

 For all other claims, tell us as soon as you can.

If **you** delay notifying your claim to **us we** will not pay more than it would have cost to repair or replace **your buildings** or **contents** had **you** notified **us** as soon as possible.

## Making a claim

**You** are required to provide **us** with any reasonable assistance and evidence that may be required concerning the cause and value of any claim.

Ideally, as part of the initial notification, **we** will need the following details:

- Your name, address and home and mobile telephone numbers,
- Personal details necessary to confirm your identity,
- The policy number,
- The date of the incident,
- The cause of the loss or damage,
- Details of the loss or damage together with claim value (if known),
- Police details where applicable,
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

# Proof of loss or damage

Do not throw away any damaged items before we have had a chance to see them, or carry out any non-emergency repairs before we have had a chance to inspect them.

You must be able to prove and substantiate your loss. To assist with this **we** may request **you** to provide reasonable additional information at your own expense.

Examples are:

- Original purchase receipts, valuations, invoices, instruction booklets, bank statements or photographs.
- Purchase dates of lost or damaged items.
- For damaged items, confirmation by a suitably qualified expert that the item you are claiming for is beyond repair.

# **Rights and responsibilities**

We may need to get into a building that has been damaged to salvage anything that we can and to minimise any further damage. You must help us to do this but you must not abandon your property to us.

If someone makes a claim against **you** or your **family** (or if someone indicates an intention to make such a claim) **you** must not settle, reject, negotiate or offer to pay any amount in respect of this claim without **our** written permission. **We** have the right, if **we** choose, in your name but at **our** expense to:

- Take over the defence or settlement of any claim,
- Start legal action to get compensation from anyone else,
- Start legal action to get back from anyone else any payments that have already been made.

You must provide us with any information and assistance that we may reasonably require about any claim. You must help us to take legal action against anyone or help us to defend any legal action if we ask you to.

## How we settle claims

This section details how **we** settle claims under your policy. **We** decide how a claim will be settled.

#### What we pay:

The most **we** will pay for any one event or series of events is the amount shown in your latest **policy schedule**. Details of policy limits are also contained in the 'Policy limits and excess table' at the front of this booklet.

#### What you pay:

We will deduct all relevant excesses from the figure agreed between **you** and **us** to settle your claim. Excesses are shown in your latest **policy schedule**, and details of excesses are also contained in the 'Policy limits and excess table' at the front of this booklet.

## How we settle a claim under your Buildings cover, Buildings – Accidental damage optional cover and Matching of items cover:

- We will pay the cost of rebuilding or repairing the part of your home which is damaged (using a suitable equivalent material wherever possible) but not more than the cost of completely rebuilding it in its original form.
- We have the option of giving you a money payment instead of repairing or rebuilding your home. We will either:
  - pay the cost of repairing the damage less an allowance for wear and tear; or
  - pay the difference between the open market sale value of **your home** prior to the damage and its open market sale value after the damage.
- We will not make a deduction for wear and tear or depreciation if the **buildings** are maintained in a good state of repair.

If it is necessary to repair the **buildings we** will also pay for:

- Architects', surveyors' and legal fees where these are necessarily incurred with **our** prior approval.
- Clearing debris, demolishing buildings or making them safe.
- The cost of complying with building regulations, local authority or other statutory requirements, unless, the need to comply with any of them was advised to **you** before the insured damage happened or if the requirement relates to undamaged parts of **your buildings**.

How we settle a claim under your Contents cover, Contents – Accidental damage optional cover, Matching of items cover, Personal belongings cover, Students belongings cover, Specified items cover, Mobile phone cover and Credit card cover:

- We can either repair or replace any item or make a money payment instead.
- We will pay the cost of replacement as new if available or otherwise the nearest equivalent less any discounts obtainable.
- If an item is irreplaceable, we will base our payment on expert opinion of its value immediately prior to its loss or damage.

### Work guarantee

We guarantee all claims related work done by **our** approved contractors for a minimum of 12 months from the date of completion.

# Theft security

If there has been a theft, or a theft occurs during the **insurance period we** may ask **you** to take reasonable extra precautions to improve the physical security of **your home**, such as installing additional locks or an alarm. If **you** do not agree to implement these improvements, **we** may not be able to continue to provide cover.

## Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** proportionate share of any claim.

# No Claims Discount

You are entitled to a discount on your premium (known as a No Claims Discount) if you have not made a claim in the previous insurance period.

If **you** do not claim on your policy **you** can accumulate up to ten years No Claims Discount.

If **you** have a No Claims Discount this will be detailed in your **policy schedule**.

Your No Claims Discount will be reviewed at your next renewal – it may be:

- adjusted up, if you have not made a claim during the previous insurance period and have not yet reached the maximum ten years No Claims Discount, or
- adjusted down, if **you** have made a claim during the previous **insurance period**.

### Important:

- Your premium may rise even if your No Claims Discount increases, as the amount of your No Claims Discount is only one of the factors that we use to calculate your premium.
- The Legal Expenses and Home Emergency sections are not eligible for No Claims Discount, therefore any claims made under these sections do not affect the No Claims Discount **you** may have on the other sections of your policy.

# **Protected No Claims Discount**

If **you** have not made a claim on your policy for three years in a row and **you** would like to protect the No Claims Discount **you** have accumulated, **you** may be able to do this for an additional premium, depending on your overall claims history.

This protection will allow **you** to claim once in any one **insurance period** without reducing your No Claims Discount.

Call **us** on **0345 602 6827** to find out if **you** are eligible to protect your No Claims Discount.

If **you** have Protected No Claims Discount this will be detailed in your **policy schedule**.

# **General conditions**

# These conditions apply to all sections of this policy.

# Cancellation

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

If **you** cancel within the first 14 days' your premium will be refunded in full, unless **you** have made a claim. If **you** have made a claim, your premium will be refunded after the deduction of an amount to reflect the period of cover **you** have received. This 14-day period starts on the day **you** receive your policy documents or the day your policy starts, whichever is the later.

You can cancel at any other time by giving 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;
- There is any event or circumstance outside our control that increases the risk under your policy that we could not have reasonably foreseen;
- You use threatening or aggressive language, violence or aggressive behaviour against our staff, contractors or property; or
- You fail to provide us with information we have requested that is relevant to your policy or any claim.

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

Your policy can also end as set out in the 'Changes you must tell us about', 'Monthly premiums' and 'Fraud' wording on pages 58 and 59.

## Changes you must tell us about

You must tell us if any of the answers you gave to the questions you were asked when you took out your policy change during the insurance period. Specifically, you must tell us before it happens if:

- You are going to change address;
- There is to be a change to the number of bedrooms in your home;
- Your home is to become unoccupied for more than 30 days in a row;
- Someone other than you and your family is going to live in your home;
- Your home is to be used only as a weekend or holiday home;
- The structure of your home requires any renovation or repair which is not routine maintenance or decoration;
- Part of your home is to be used for any business purpose other than for use as a home office by you or anyone living with you.

You must also tell us as soon as possible if:

- You or anyone living with you are convicted of a criminal offence (other than for motoring offences) during the insurance period.
- Anyone who moves into your home during the insurance period has any criminal convictions (other than for motoring offences).
- Your home is not in a good state of repair. Examples of when a home is not in a good state of repair are incomplete building works, rot, damp, mould, infestation, faulty wiring, inadequate plumbing and roof/ chimney damage.
- Any alterations are to be made or extensions are to be added to your home.

Because **we** can change your terms or cover to reflect a change from when it happens, it is very important that **you** tell **us** about a change before it happens or as soon as **you** know about it. Once **you** have told **us** about a change, **we** will let **you** know whether **we** can continue your cover and, if **we** can, the terms on which it will continue.

If any of these changes happen during the **insurance period**, **we** can do one or more of the following to take account of the change:

- Treat your policy as ended from the date of the change meaning that you will not be covered after that date.
- Apply different terms to your policy from the date of the change to take the change into account, for example we may exclude certain cover from the date the change happened.
- Refuse a claim made after the change or reduce the claim payment.
- Increase or decrease your premium.

### Renewal

We will write to you at the end of every insurance period.

You must regularly check your policy details to ensure that your policy still meets your needs.

As part of **our** commitment to **you**, **we** review **our** home insurance products on a regular basis so **we** can continue to deliver value for money and ensure the best quality. This may from time to time involve changing one of the insurers or the terms and conditions of your cover on renewal. **You** agree that **we** may change an insurer on renewal without seeking your permission to do so.

If we offer to renew your policy automatically, you give us permission to do so on the basis of the renewal premium and policy conditions, details of which we will send you before the renewal date. If you do not wish us to do this, you can call us to let us know before the renewal date.

We may review your past claims history before offering to renew your policy. Following this review, if we offer to renew your policy, we may offer you a different type or level of cover at renewal. If we do not wish to offer to renew your policy we will confirm this to you.

# **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, this could result in **us** cancelling your policy. Cancellation of this policy will take effect from the date it is paid up to.

We will not cancel your policy immediately. In the event that we do not receive a monthly Direct Debit payment, we will advise you accordingly and re-submit the unpaid amount for payment. If your monthly payment is still not made, we will write to you for the amount due.

# Fraud

The contract between **you** and **us** is based on mutual trust and **we** rely on the honesty of **our** policyholders. If **you** or anyone acting for **you** knowingly or recklessly:

- provides information to us that is not true in order to obtain cover or cover at a lower premium or on better terms; or
- provides information or documentation to us that is fraudulent or dishonestly exaggerates a claim; or
- otherwise acts or behaves fraudulently in relation to your policy;

then cover under the policy will end from the date of the fraudulent act and **we**:

- will not pay any part of a fraudulent or exaggerated claim;
- will not pay any claims arising after the date of the fraudulent act;
- will retain any premium you have paid;
- may recover any payments made to **you** or on your behalf and any costs and expenses incurred in respect of a fraudulent claim, whether these payments were made or costs and expenses incurred before or after the fraudulent act;
- may recover any payments made to you or on your behalf for any other claims arising after the fraudulent act.

### Precautions

You and your family and domestic staff must take every reasonable precaution to prevent or minimise any loss, damage, accident or injury. You should keep the property insured by this policy in good condition.

# **General exclusions**

# These exclusions apply to all sections of this policy.

# **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 unless **you** have taken out the optional Matching of Items cover and this is shown in your **policy schedule**.

# Uninsurable causes

Any loss or damage caused by:

A gradually operating cause.

Please note that this exclusion does not apply to claims caused by **subsidence** or **heave**.

- Wear and tear.
- River or coastal erosion.
- Frost.
- Fungus, moths, vermin\*, insects, parasites, woodworm or beetles.
- Wet and dry rot or mould unless this was caused directly by any event insured by this policy.
- Any process of cleaning, dyeing, washing, reproofing, re-styling, restoring, renovating, altering, maintaining or repairing.
- Mechanical or electrical faults or breakdowns.
- Depreciation, the effects of light or 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.

# War

Any consequence of war, invasion or revolution.

# Terrorism

Any loss, damage, liability, cost or expense of any kind, caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

# Radioactivity

Any loss or destruction of, or damage to, any property, or any additional expense or legal liability 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.

# Pollution

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

- A sudden, unexpected or unintentional act which can be identified; or
- Oil leaking from a domestic oil installation at the **home**.

# Loss of value

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

### **Non-insured loss**

Any costs beyond the cost of replacing damaged property or repairing the damage to property, for example any loss in value which may occur as a result of loss or damage.

## **Computer viruses**

Any loss or damage caused to equipment\*\* by computer viruses.

Any liability arising from computer viruses\*\*\*.

# Losses before the policy start date

Loss, damage or liability existing before this policy started.

### **Deliberate acts**

Any loss, damage or legal liability caused by, or allowed to be caused by, a deliberate act by **you**, your **family**, **domestic staff**, tenants or visitors invited into **your home**.

# Non-approved costs

Any costs incurred without **our** written permission for example in relation to any claim brought against **you** or your **family**.

\* Vermin are animals or insects that are destructive in their natural behaviour or are considered pests or nuisances, examples include rodents, weasels, squirrels, flies and cockroaches.

\*\* Equipment includes computers and anything else insured by 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.

#### Important Information

Bank of Scotland Home Insurance is underwritten by St Andrew's Insurance plc, Registered in England and Wales No. 3104671, Registered Office: 33 Old Broad Street, London EC2N 1HZ. 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. Both companies are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Home Emergency cover is underwritten by AWP P&C SA and is administered in the UK by Allianz Global Assistance. Allianz Global Assistance is a trading name of AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD. AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority. AWP P&C SA is authorised by L'Autorité de Contrôle Prudentiel et de Résolution in France and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority, are available from us on request.

DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts on behalf of DAS Legal Expenses Insurance Company Limited. DAS Law Limited, Registered in England and Wales No. 5417859, Registered Office: North Quay, Temple Back, Bristol BS1 6FL. Authorised and regulated by the Solicitors Regulation Authority.

# Get in touch

General enquiries and claims 0345 602 6827\*

> 24-hour Emergency Helpline 0345 602 7296\*

If you'd like this in another format such as large print, Braille or audio CD please contact us.

If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service (available 24 hours a day, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at **bankofscotland.co.uk/accessibility/signvideo** 

- \* Please have your policy or claim number to hand. Lines open Monday to Friday 8am–6pm and Saturday 9am–1pm Calls may be monitored and recorded.
- This information is correct as of September 2019.

