

Home insurance



## Policy booklet

Home Solutions insurance



**BANK OF  
SCOTLAND**

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# Your cover at a glance

Here are some of the key things covered by your Home Solutions insurance, including any policy limits. Follow the page numbers shown to find out more, including any policy restrictions.

### Buildings cover

Cover for the structure of your home and its fixtures and fittings.

#### Standard buildings cover – page 17

Unlimited (certain inner limits apply, including those listed here)

- 1 **Trace and access** – page 19  
£5,000 in total
- 2 **Alternative accommodation** – page 19  
£30,000 in total
- 3 **Property owners' liability** – page 20  
£2 million

#### Optional cover:

- 4 **Buildings – optional accidental damage cover** – page 28  
Unlimited (certain inner limits apply)

### Cover that applies to the whole policy

#### 5 **Replacement locks and keys**

– pages 20 and 23

Unlimited

#### Legal expenses cover – page 38

(If you are negotiating or defending your legal rights) £50,000

#### Policy excesses – page 14

Details of any policy excesses can be found in your policy schedule

### Contents cover

Cover for the things you'd normally pack up and put in a removal van if you moved home.

#### Standard contents cover – page 21

Unlimited (certain inner limits apply, including those listed below)

#### 6 **Total valuables limit**

As specified by you and shown on your policy schedule

#### Single valuable item limit

£3,000 per single item

#### 7 **Office contents and equipment cover** – page 24

£5,000 in total

#### 8 **Occupiers and public liability** – page 27

£2 million

#### 9 **Plants in the garden** – page 25

£1,000 in total and £250 for any growing tree, shrub or plant in your garden

#### 10 **Alternative accommodation** – page 24

£20,000 in total

#### 11 **Contents in the open** – page 26

£1,000 in total

#### 12 **Contents in your garages, sheds, greenhouses and outbuildings** – page 21

£5,000 in total. The valuables single item limits applies

#### Optional covers:

#### 13 **Contents – optional accidental damage cover** – page 28

Unlimited (certain inner limits apply)

#### 14 15 **Personal belongings, Pedal cycle and specified items** – pages 29 & 30

As specified by you and shown on your policy schedule



### What does unlimited mean?

'Unlimited' policy limits means we will pay the full repair or replacement costs – any applicable excess and the inner limits listed in this booklet will still apply.



It's important that you review your policy limits and ensure that they remain sufficient to protect your buildings and contents



# Extra protection when you need it

**Our standard buildings and contents cover protects your home and the things in it. And you can choose optional extra covers too. You may have taken out one or more of these covers already. But if you haven't and think you might need cover, please call us on 0345 604 6535 – we'll be happy to help.**

## Protect the things you carry with you

Our optional personal belongings cover protects 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 – keep them within reach of you or your family at all times or locked safely away.

## Looking after your bike

If you or your family have bikes, then our optional pedal cycle cover helps protect them when they're away from home.

## Expensive valuables

Got something worth more than your single article limit? Call us to discuss specifying the item to ensure it is fully covered, in and away from your home.

## Optional accidental damage cover

Our standard buildings and contents insurance already covers you for things such as accidentally breaking a sink in your bathroom or a TV falling off its wall mount.

But for an extra cost you can also add our optional cover to both your buildings and contents insurance. Then you could also claim for DIY accidents like drilling through pipes, accidentally damaging your carpet or if your dog chews the leg of your table.



For more detail on all our optional covers please see pages 28–30.

# Your policy

## Things to bear in mind

### What you need to do now

It's important that you read this policy booklet and your policy schedule carefully to make sure that they give you the cover you need, and then keep them somewhere safe.

### How to change your cover, personal details or cancel your cover

If you've got any questions about your cover, need to change it at all or have changed your mind and want to cancel please call us on **0345 604 6535**.

If you move home you don't need to cancel your insurance. Call us and we'll be happy to update your policy details and premium to cover your new home.

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

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

For full cancellation rights please see the 'Cancellation' conditions on page 15.



Your Home Solutions insurance policy is made up of this policy booklet and your policy schedule which forms part of your contract with us.



Please call us on **0345 604 6535** if you have any problems or questions.



# Helping you stay protected

There's nowhere quite like home. So here are a few hints and tips on looking after yours and how to keep it fully covered.



## Looking after your home

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Insurance doesn't cover you for home maintenance or routine decoration. Make sure your home is kept in a good state of repair or you could find that the damage is 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.
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## When you're away

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If you're going away for more than 30 days, say on holiday or into hospital, and you or your family won't be living in your home, please call us.

**We'll tell you what to do to keep your home protected, including:**

- ▶ Turning off the water, gas and electric.
  - ▶ Arranging for the property to be checked regularly.
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## Keep your bike safe

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To make sure your bike's covered at home, lock it away in a garage or outbuilding. If that's not possible, make sure you lock it securely to a permanently fixed structure.

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## Got a water leak?

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If you've got 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 water damage to your home. So, if your washing machine leaks and your kitchen floor's damaged, we'll pay to repair or replace the floor. But the cost of fixing the washing machine isn't covered.

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## Worried about flooding?

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You can find help and advice on protecting your belongings against floods at:

**[bankofscotland.co.uk/insurancehelp](https://bankofscotland.co.uk/insurancehelp)**

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## A storm's brewing

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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 well-maintained building should withstand all but the most severe weather events.

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"Your insurance doesn't cover storm damage to fences, hedges, gates or 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."



## Moving home in the UK

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We'll cover your contents in transit as part of your standard contents policy, as long as you use a professional removal firm. And there's also no need to cancel your insurance – call us and we'll be happy to discuss your policy details to cover your new home.

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## Guests, lodgers, sales and repair people. Are they covered?

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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.

Taking in a lodger? If you decide to share your home with someone other than your family, you need to let us know. We can tell you what to do to ensure your home stays protected.

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## Damaged one of a set?

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Your policy covers the cost of repairing or replacing a damaged item, but not the set it's part of. 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.

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### Want some advice?

If you need advice or want to change your cover, call us on **0345 604 6535**. We're here to help.



# 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.



## Call 0345 604 6535

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.



## 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 for proof of ownership. Acceptable proof would be a receipt, invoice, credit agreement, pre-loss valuation or maybe even a photo.



We guarantee all claims-related work done by our approved contractors for a minimum of 12 months from the date it's completed.



## 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, say after a flood, we can send a Personal Claims Consultant to visit your home and help you make a list of the damage. They'll be there for you with all the help you need.

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



## 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.



## Claiming for legal expenses

Call: **0800 028 0732**

Your policy includes up to £50,000 of cover for agreed costs 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.

Find out more about your cover on pages 38–44, and how to make a claim on page 38.



## 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 excesses that apply to one element of the policy (either buildings or contents cover – whichever is the higher) as a single event caused the damage.

# Useful numbers

**Need some advice or want to make a claim?  
Got an emergency repair or need tax or legal advice?  
Here are the numbers you'll need.**



**General enquiries and  
claims 0345 604 6535**

Use this number to check what you're covered for and whether you can claim. Please have your policy number to hand. Lines are open Monday to Friday, 8am–6pm and Saturday, 9am–1pm.



**24 hour Emergency  
Helpline 0345 601 2731**

Call this number to arrange for a tradesperson to make any emergency repairs to:

- ▶ Your plumbing, drainage or central heating systems.
- ▶ Your gas or electricity supply systems if they fail.
- ▶ Damaged roofing, locks, doors or windows to secure your home.

**You'll need to pay for the repairs but if the damage is covered by your home insurance policy you can claim in the normal way.**

Any legal liability, loss or damage to any property or person arising from the provision or delay of the repair services is not covered. The service is provided by AWP Assistance UK Ltd trading as Allianz Global Assistance.



**Legal and Tax Advice line  
0800 028 0732**

The Legal advice line is available to you 24 hours a day, 7 days a week and the Tax advice line is available Monday to Friday 9am–5pm.

Call this number for confidential and impartial advice on domestic legal issues, consumer rights and personal tax matters. It doesn't replace the services of a solicitor but does give you immediate access to first stage legal advice before complications set in.

Legal advice is based on the laws of the member countries of the EU, Isle of Man, Channel Islands, Switzerland and Norway.

Legal advice for countries outside of England and Wales is available 9am–5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

This service is provided by DAS Legal Expenses Insurance Company limited.

You should also use this number if you need to make a legal expenses claim. Find out more about how to claim on page 38.

# Terms and conditions

Specific terms and conditions for your cover in simple, easy to follow sections.

## Full details of your cover

**You** will find full details of what **we** cover – and what **we** don't – in the pages that follow. Any policy limits are also shown here, just look out for the £ sign.

## Your excess

Details of **excess** amounts that apply to your policy can be found in your **policy schedule**. This must be read alongside the terms and conditions section in this policy booklet, which shows where your **excess** may vary for certain elements of cover.

If **you** make a claim under more than one cover for the same event (for instance, for a flood that damages both **your buildings** and **contents**) **we** will only charge one **excess**, which will be the highest **excess** amount.

## 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**.

## Your policy

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 15 for full details.

## Important information

Make sure that **you** read these sections as they apply to your whole policy:

- ▶ General conditions 15–16
- ▶ Claims conditions 31–33
- ▶ General exclusions 35–36
- ▶ Words and phrases with special meanings 47–49

Whenever words and phrases appear in the policy booklet in bold print they have the meaning found in this section.



# 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 page 15 and 16.

## 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.



# Buildings cover

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



What we cover	What we don't cover
<p>Loss of or damage to the <b>buildings</b> by the following causes:</p> <ol style="list-style-type: none"> <li>1. Fire or smoke.</li> </ol>	<p>▶ Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.</p> <p>This type of damage is covered under buildings - optional accidental damage cover. Your <b>policy schedule</b> will show if <b>you</b> hold this optional cover.</p>
<ol style="list-style-type: none"> <li>2. Explosion, lightning or earthquake.</li> </ol>	
<ol style="list-style-type: none"> <li>3. Riots, civil commotion, labour and political disturbances or strikes.</li> </ol>	
<ol style="list-style-type: none"> <li>4. Malicious damage or vandalism.</li> </ol>	<p>▶ Damage occurring whilst the <b>home</b> is <b>unoccupied</b>.</p>
<ol style="list-style-type: none"> <li>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.</li> </ol>	<p>▶ The cost of removing any tree, branch, lamp post, telegraph pole or pylon which has not caused damage to <b>your buildings</b>.</p>
<ol style="list-style-type: none"> <li>6. Flood.</li> </ol>	
<ol style="list-style-type: none"> <li>7. <b>Storm</b>.</li> </ol>	<p>▶ Hedges, fences and gates.</p>
<ol style="list-style-type: none"> <li>8. <b>Subsidence, heave</b> or <b>landslip</b>.</li> </ol>	<p>Damage:</p> <p>▶ 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 <b>your home</b> is damaged at the same time and by the same cause.</p> <p>▶ To, or resulting from, the movement of solid floors unless the foundations beneath the external walls of <b>your home</b> are damaged at the same time by the same cause.</p> <p>▶ That is covered under an NHBC warranty or other similar guarantee.</p> <p>▶ Resulting from the bedding down of new buildings or <b>settlement</b> shrinkage or expansion of the <b>buildings</b>.</p> <p>▶ Caused by demolition, structural alteration, structural repair or excavation by <b>you</b> or someone appointed by <b>you</b>.</p>



What we cover 	What we don't cover 
<p>9. Escape of water from any domestic appliance or any fixed domestic water installation.</p> <p>For example a washing machine, dishwasher, freezer, heating system or water main.</p>	<ul style="list-style-type: none"> <li>▶ The cost of repairing the domestic appliance or fixed domestic water installation itself.</li> <li>▶ Damage occurring when <b>your home is unoccupied</b>.</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, <b>subsidence, heave or landslip</b>.*</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> </ul> <p>*This will be considered as <b>subsidence, heave or landslip</b> damage.</p> <p>**This type of damage is covered under buildings - optional accidental damage cover. Your <b>policy schedule</b> will show if <b>you</b> hold this optional cover.</p>
<p>10. Freezing of water in fixed domestic water or heating systems.</p>	<ul style="list-style-type: none"> <li>▶ Damage occurring while the <b>home is unoccupied</b>.</li> </ul>
<p>11. Escape of oil from any fixed domestic oil installation.</p> <p>For example oil heating systems and oil tanks.</p>	<ul style="list-style-type: none"> <li>▶ The cost of repairing the fixed domestic oil installation itself.</li> <li>▶ Damage occurring while the <b>home is unoccupied</b>.</li> </ul>
<p>12. Theft or attempted theft.</p>	<ul style="list-style-type: none"> <li>▶ Damage occurring when <b>your home is unoccupied</b>.</li> </ul>

## You are also covered for

What we cover 	What we don't cover 
<p>13. Accidental breakage of fixed ceramic hobs, sanitary ware and fixed glass.</p> <p>For example fixed glass in windows and doors. By sanitary ware, <b>we</b> mean wash basins and pedestals, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.</p> <p>Important information: cover replaces glass, NOT the window frame, door frame or casement.</p>	<ul style="list-style-type: none"> <li>▶ Damage occurring when <b>your home is unoccupied</b>.</li> <li>▶ Scratching*.</li> </ul> <p>*This type of damage is covered under buildings - optional accidental damage cover. Your <b>policy schedule</b> will show if <b>you</b> hold this optional cover.</p>
<p>14. Accidental damage to <b>services</b>.</p> <p>By <b>services we</b> mean underground cables, pipes, drains, tanks and their inspection covers serving <b>your home</b> and for which <b>you</b> are legally responsible.</p>	<ul style="list-style-type: none"> <li>▶ The cost of clearing blocked drains or pipes.</li> <li>▶ Damage causing, or caused by <b>subsidence, heave or landslip</b>.*</li> </ul> <p>*This will be considered as <b>subsidence, heave or landslip</b> damage.</p>





<b>What we cover</b> 	<b>What we don't cover</b> 
<p><b>15. Trace and access.</b> If the <b>buildings of your home</b> are damaged due to:</p> <ul style="list-style-type: none"> <li>i) 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>ii) Escape of oil from any fixed domestic oil installation</li> <li>iii) <b>Accidental damage to services</b> (underground cables, pipes, drains, tanks and their inspection covers serving <b>your home</b> and for which <b>you</b> are legally responsible).</li> </ul> <p><b>We</b> will pay the reasonable cost of removing and 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.</p> <p><b>£</b> The most <b>we</b> will pay for any one event is £5,000.</p>	<ul style="list-style-type: none"> <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 when <b>your home</b> is <b>unoccupied</b>.</li> </ul> <p>▶ Damage occurring when <b>your home</b> is <b>unoccupied</b>.</p>
<p><b>16. Clearing drain blockages.</b> If there is a blockage in an underground pipe connecting <b>your home</b> to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, <b>we</b> will pay the cost of breaking into and repairing the pipe.</p> <p><b>£</b> The most <b>we</b> will pay for any one event is £1,000.</p>	
<p><b>17. Alternative accommodation.</b> If <b>your home</b> is made uninhabitable by any cause under buildings cover, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>▶ Up to 2 years' ground rent which <b>you</b> or your <b>family</b> has to pay;</li> <li>▶ Rent <b>you</b> should have received but have lost;</li> <li>▶ The costs of similar alternative accommodation for <b>you</b>, your <b>family</b> and <b>your</b> domestic pets while <b>you</b> cannot live in <b>your home</b>.</li> </ul> <p><b>£</b> The most <b>we</b> will pay for any one event is £30,000.</p>	
<p><b>18. Cover during sale.</b> 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.</p>	
<p><b>19. Emergency access.</b> <b>We</b> will pay for loss of or damage to the <b>buildings</b> and gardens 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.</p> <p><b>£</b> The most <b>we</b> will pay for loss of or damage to any growing tree, shrub or plant is £250.</p>	

What we cover 	What we don't cover 
<p><b>20.</b> Replacement locks and keys.</p> <p>If <b>you</b> lose <b>your</b> keys or they are stolen, or there is <b>accidental damage</b> to the locks of outside doors, fixed safes or alarms in <b>your home</b>, <b>we</b> will pay the cost of:</p> <ul style="list-style-type: none"> <li>▶ Replacing keys;</li> <li>▶ Changing parts of the lock;</li> <li>▶ Replacing the locks.</li> </ul> <p><b>No excess applies to this cover.</b></p>	<ul style="list-style-type: none"> <li>▶ Replacement of locks and keys if insured elsewhere whether by this policy or any other policy.</li> </ul>

## Buildings – Property owners' liability cover

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.

What we cover 	What we don't cover 
<p><b>21.</b> <b>You</b> (or your personal representatives in the event of your death) and any member of your <b>family</b> are insured against any legal liability for damages (as owner but not as occupier) in respect of:</p> <ul style="list-style-type: none"> <li>▶ Accidental bodily injury (including death, disease or illness) to anyone not in your <b>family</b> or <b>domestic staff</b>;</li> <li>▶ Accidental loss of or damage to physical property (other than property <b>you</b> or any member of your <b>family</b> 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 <b>you</b> or for <b>you</b> on any home <b>you</b> previously owned in the United Kingdom.</li> </ul> <p><b>£</b> The most <b>we</b> 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, <b>we</b> will pay any defence costs and expenses which are incurred with <b>our</b> written consent.</p> <p><b>No excess applies to this cover.</b></p>	<ul style="list-style-type: none"> <li>▶ Liability resulting from: <ul style="list-style-type: none"> <li>– Any employment, trade, profession or business involving <b>you</b> or any member of your <b>family</b>.</li> <li>– An agreement made unless <b>you</b> would have been liable even if <b>you</b>, your <b>family</b> or domestic staff had not made the agreement.</li> </ul> </li> <li>▶ <b>Your</b> legal responsibility for faulty work: <ul style="list-style-type: none"> <li>– Which arises more than seven years after the cancellation of the buildings cover section of this policy.</li> <li>– If <b>you</b> have cover under a current or more recent policy.</li> </ul> </li> <li>▶ Any legal liability covered by any other insurance policy.</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**.

What we cover	What we don't cover
<p>Loss of or damage to the <b>contents</b> of <b>your home</b> by the following causes:</p> <p>By '<b>your home</b>' <b>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>.</p> <p>£ The most <b>we</b> will pay in total for <b>valuables</b> for any one event is the limit specified by <b>you</b> as shown on your <b>policy schedule</b>.</p> <p>£ The most <b>we</b> will pay for any single <b>valuable</b> item is £3,000.</p> <p>£ The most <b>we</b> will pay for <b>contents</b> within garages, sheds, greenhouses and outbuildings is £5,000.</p> <p>£ The most <b>we</b> will pay for visitors' personal effects in <b>your home</b> is £500 for each visitor.</p>	<ul style="list-style-type: none"><li>▶ Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters) or any parts or accessories for any of them.</li><li>▶ Aircraft of any type including models such as drones, caravans, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.</li><li>▶ Animals.</li><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 professional purposes other than as described in the 'Office contents and equipment' section.</li><li>▶ Any property that is more specifically insured either by this policy or any other policy.</li></ul>
1. Fire or smoke.	<ul style="list-style-type: none"><li>▶ Damage caused by cigarette or cigar burns, scorching, melting or warping unless accompanied by flames.</li></ul> <p>This type of damage is covered under contents - optional accidental damage cover. Your <b>policy schedule</b> will show if <b>you</b> hold this optional cover.</p>
2. Explosion, lightning or earthquake.	
3. Riots, civil commotion, labour and political disturbances or strikes.	
4. Malicious damage or vandalism.	<ul style="list-style-type: none"><li>▶ Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li></ul>
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 style="list-style-type: none"><li>▶ The cost of removing any tree, branch, lamp post, telegraph pole or pylon.</li></ul>
6. Flood.	
7. Storm.	



What we cover	What we don't cover
<p>8. Subsidence, heave or landslip.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>▶ Resulting from the movement of solid floors unless the foundations underneath the external walls of <b>your home</b> are damaged at the same time by the same cause.</li> <li>▶ Resulting from the bedding down of new buildings or <b>settlement</b>, shrinkage or expansion of the <b>buildings</b>.</li> <li>▶ Caused by demolition, structural alteration, structural repair or excavation performed by <b>you</b> or someone appointed by <b>you</b>.</li> </ul>
<p>9. Escape of water from any domestic appliance or any fixed domestic water installation.</p> <p>Examples include a washing machine, dishwasher, freezer or heating system.</p>	<ul style="list-style-type: none"> <li>▶ The cost of repairing the domestic appliance itself.</li> <li>▶ Damage occurring when <b>your home</b> is <b>unoccupied</b>.</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> </ul> <p>*This type of damage is covered under contents - optional accidental damage cover. Your <b>policy schedule</b> will show if <b>you</b> hold this optional cover.</p>
<p>10. Escape of oil from any fixed domestic oil installation.</p> <p>Examples include oil heating systems and oil tanks.</p>	<ul style="list-style-type: none"> <li>▶ Damage occurring while the <b>home</b> is <b>unoccupied</b>.</li> </ul>
<p>11. Theft or attempted theft.</p> <p>Guidance note: If <b>you</b> require theft cover for pedal cycles whilst they are away from <b>your home</b>, then <b>you</b> will need the optional pedal cycle cover.</p>	<ul style="list-style-type: none"> <li>▶ Theft not involving forcible and violent entry to, or exit from, <b>your home</b>, if <b>you</b> have lent, let or sublet any part of <b>your home</b> or whilst persons other than your <b>family</b> are staying there.</li> <li>▶ Loss or damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>▶ Loss by deception unless the only deception is gaining entry to <b>your home</b>.</li> <li>▶ Loss or damage by any guest invited into <b>your home</b> by <b>you</b> or your <b>family</b>.</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 whilst outside the boundaries of <b>your home</b>.</li> </ul>





## You are also covered for

What we cover 	What we don't cover 
<p><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>.</p>	<ul style="list-style-type: none"> <li>▶ Mobile phones (including smart phones).</li> <li>▶ Records, discs, CDs, DVDs, cassettes, tapes, diskettes, USB flash drives or software.</li> <li>▶ Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>▶ Damage occurring when <b>your home</b> or any part of it is lent, let or sublet.</li> </ul>
<p><b>13. Accidental damage</b> to fixed glass in furniture, mirrors, glass in shelves and free standing ceramic hobs.</p> <p>Examples of fixed glass in furniture include glass in coffee tables and glass in display cabinets.</p>	<ul style="list-style-type: none"> <li>▶ Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>▶ Damage occurring when <b>your home</b> or any part of it is lent, let or sublet.</li> </ul>
<p><b>14. Fatal injury benefit.</b> If <b>you</b>, your spouse or civil partner are injured by a fire or assault in <b>your home</b> and this results in death within 12 months of the injury.</p> <p>£ The most <b>we</b> will pay for any one event is £5,000.</p> <p><b>No excess applies to this cover.</b></p>	
<p><b>15. Replacement locks and keys.</b> If <b>you</b> or your <b>family</b> lose the keys to <b>your home</b>, if they are stolen, or if there is <b>accidental damage</b> to the locks of outside doors, safes or alarms in <b>your home</b>, <b>we</b> will pay the cost of:</p> <ul style="list-style-type: none"> <li>▶ Replacing keys;</li> <li>▶ Changing parts of the lock;</li> <li>▶ Replacing the locks.</li> </ul> <p><b>No excess applies to this cover.</b></p>	
<p><b>16. Frozen food.</b> If an accidental change in temperature or accidental leakage of refrigerant causes damage to frozen food in a freezer in <b>your home</b>, <b>we</b> will pay the cost of replacing the frozen food.</p> <p>£ The most <b>we</b> will pay for any one event is £500.</p>	<ul style="list-style-type: none"> <li>▶ Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.</li> </ul>
<p><b>17. Money in the home.</b> <b>We</b> will pay for theft or accidental loss of <b>money</b> in <b>your home</b> belonging to <b>you</b> or your <b>family</b> or for which <b>you</b> or your <b>family</b> are responsible.</p> <p>£ The most <b>we</b> will pay for any one event is £500.</p>	<ul style="list-style-type: none"> <li>▶ Money held for trade, professional or business purposes.</li> <li>▶ Loss by deception unless the only deception is gaining entry to <b>your home</b>.</li> </ul>
<p><b>18. Cash/Debit/Credit cards.</b> <b>We</b> will pay for financial loss for which <b>you</b> or your <b>family</b> are legally responsible caused by the fraudulent use of cash/debit/credit cards belonging to <b>you</b> or your <b>family</b>. Cards are covered in the <b>home</b>. They are also covered outside of <b>your home</b>, including outside of the <b>British Isles</b> for a period of less than 60 days in a row.</p> <p>£ The most <b>we</b> will pay for any one event is £500.</p>	<ul style="list-style-type: none"> <li>▶ Loss caused by the fraudulent use of cash/debit/credit cards by <b>you</b> or your <b>family</b>.</li> <li>▶ Loss caused by <b>you</b> or your <b>family</b> not complying with the terms and conditions of the card issuer.</li> <li>▶ Cash/debit/credit cards held for trade, professional or business purposes.</li> </ul>

<b>What we cover</b> 	<b>What we don't cover</b> 
<p><b>19. Deeds and documents.</b></p> <p>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 <b>you</b> or your <b>family</b>, if they are lost or damaged by any cause covered under contents cover.</p> <p><b>£</b> The most <b>we</b> will pay for any one event is £2,500.</p>	<p>▶ Loss of or damage to <b>money</b>.</p>
<p><b>20. Loss of water, domestic heating oil and gas.</b></p> <p>We will pay for the accidental loss at <b>your home</b> of metered water from any fixed water installation, oil from any fixed domestic oil installation or liquid petroleum gas.</p>	
<p><b>21. Office contents and equipment.</b></p> <p>If <b>you</b> or anyone living with <b>you</b> use <b>your home</b> for clerical business purposes, <b>we</b> will pay for loss of or damage to office furniture and equipment whilst in <b>your home</b> if caused by an event covered under contents covers 1–13.</p> <p>Examples of office equipment are – computer equipment, facsimile machines, photocopiers, telephones, books and stationery.</p> <p><b>£</b> The most <b>we</b> will pay for any one event is £5,000.</p>	
<p><b>22. Stock or trade samples.</b></p> <p>If <b>you</b> keep stock or trade samples in <b>your home</b>, <b>we</b> will pay for loss of or damage to such items whilst in <b>your home</b> if caused by an event covered under contents covers 1–11.</p> <p>By stock or trade samples <b>we</b> mean goods held by <b>you</b> or your <b>family</b>, for sale, or supply, or as trade samples.</p> <p><b>£</b> The most <b>we</b> will pay for any one event is £500.</p>	
<p><b>23. Downloaded data.</b></p> <p>We will pay to replace any non recoverable electronic data legally downloaded by <b>you</b> or your <b>family</b> from a legitimate worldwide website, which <b>you</b> or your <b>family</b> have purchased and hold a receipt. The receipt may be in an electronic format.</p>	
<p><b>24. Alternative accommodation.</b></p> <p>If <b>your home</b> is made uninhabitable by any cause covered under contents cover, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>▶ Rent <b>you</b> are responsible for paying and</li> <li>▶ The costs of similar alternative accommodation for <b>you</b>, your <b>family</b> and <b>your</b> domestic pets while <b>you</b> cannot live in <b>your home</b>.</li> </ul> <p><b>£</b> The most <b>we</b> will pay for any one event is £20,000.</p>	

<b>What we cover</b> 	<b>What we don't cover</b> 
<p><b>25. Tenants' improvements.</b></p> <p><b>We</b> will pay for loss of or damage to fixed items of decoration and home improvements <b>you</b> make as a tenant, if caused by an event covered under contents covers 1–11 and <b>accidental damage</b> if <b>you</b> have the contents – optional accidental damage cover.</p> <p>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.</p> <p><b>£</b> The most <b>we</b> will pay for any one event is £5,000.</p>	<p>▶ Landlord's fixtures and fittings.</p>
<p><b>26. Special occasion cover.</b></p> <p><b>We</b> will increase the <b>valuables</b> limit shown in your <b>policy schedule</b> by £3,000:</p> <ul style="list-style-type: none"> <li>▶ During the month of your religious festival to cover gifts and extra food and drink <b>you</b> and your <b>family</b> 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 any member of your <b>family</b>, to cover gifts and extra items bought for the event.</li> </ul>	
<p><b>27. Emergency access.</b></p> <p><b>We</b> 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.</p> <p><b>£</b> The most <b>we</b> will pay for loss of or damage to any growing tree, plant or shrub is £250.</p>	
<p><b>28. Plants in the garden.</b></p> <p><b>We</b> will pay for loss of or damage to growing trees, shrubs or plants at <b>your home</b> caused by:</p> <ul style="list-style-type: none"> <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> <p><b>£</b> The most <b>we</b> will pay for any one event is £1,000 in total but up to £250 for the removal and replacement of any growing tree, shrub or plant.</p>	

<b>What we cover</b> 	<b>What we don't cover</b> 
<p><b>29. Contents</b> in the open.</p> <p>We will pay for loss of or damage to <b>contents</b> whilst in the open within the boundary of <b>your home</b> if covered under contents covers 1–11 and <b>accidental damage</b> if <b>you</b> have the contents – optional accidental damage cover.</p> <p>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>.</p> <p>£ The most <b>we</b> will pay for any one event is £1,000.</p>	<ul style="list-style-type: none"> <li>▶ Loss or damage caused by <b>storm</b> or flood.</li> <li>▶ Loss or damage when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p><b>30. Contents</b> cover when <b>you</b> are moving home.</p> <p>We will cover loss of or damage to <b>contents</b> when <b>you</b> move <b>home</b> under contents covers 1–11 and <b>accidental damage</b> if <b>you</b> have the contents – optional accidental damage cover.</p> <ul style="list-style-type: none"> <li>– If caused during household removal by a professional removal contractor moving them from <b>your home</b> to another permanent home in the <b>British Isles</b>.</li> <li>– While they are being held in temporary storage by the removal firm for up to 72 hours.</li> </ul>	
<p><b>31. Contents</b> when temporarily removed from <b>your home</b>.</p> <p>We will pay for loss of or damage to <b>contents</b> when temporarily removed from <b>your home</b> to anywhere in the <b>British Isles</b> for a period not exceeding three calendar months if caused by an event covered under contents covers 1–11.</p> <p>Examples 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 or your children’s items are stolen from school.</p> <p>Note: If <b>you</b> are moving home see section for ‘Contents cover when <b>you</b> are moving home.’</p>	<ul style="list-style-type: none"> <li>▶ <b>Contents</b> removed for sale or exhibition or to furniture depositories.</li> <li>▶ Loss or damage caused by <b>storm</b> 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> <li>▶ Loss or damage caused by theft or attempted theft other than from: <ul style="list-style-type: none"> <li>– An occupied private home or any building where <b>you</b> or your <b>family</b> are working or temporarily living,</li> <li>– Any other building, caravan or motor home but only if force and violence are used to gain entry or exit,</li> <li>– Any bank or safe deposit or while <b>you</b>, your <b>family</b> or <b>domestic staff</b>, are taking the item to or from the bank or safe deposit.</li> </ul> </li> </ul>

# Contents – Occupiers and public liability

- ▶ Accidents which happen in buildings or on land are more commonly the occupiers' legal responsibility rather than the owners'.
- ▶ 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	What we don't cover
<p><b>32. Occupiers and public liability.</b> <b>You</b> (or your personal representatives in the event of your death) and any member of your <b>family</b> are insured against any legal liability for: Damages which result from an accident occurring during the <b>insurance period</b> and causing:</p> <ul style="list-style-type: none"><li>• Accidental bodily injury (including death, disease or illness) to anyone not in your <b>family</b> or <b>domestic staff</b>.</li><li>• Accidental loss of or damage to physical property other than property <b>you</b> or any member of your <b>family</b> own or are looking after.</li></ul> <p>£ The most <b>we</b> 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, <b>we</b> will pay any defence costs and expenses which are incurred with <b>our</b> written consent.</p> <p><b>No excess applies to this cover.</b></p>	<ul style="list-style-type: none"><li>▶ Any action against <b>you</b> brought in a court outside the <b>British Isles</b>.</li><li>▶ Liability resulting from:<ul style="list-style-type: none"><li>– Ownership of <b>your home</b>.</li><li>– Your occupation or ownership of any other land or building.</li><li>– Sport involving the use of motors.</li><li>– Any employment, trade, profession or business.</li><li>– An agreement made unless <b>you</b>, your <b>family</b> or <b>domestic staff</b> would have been liable even if the agreement had not been made.</li><li>– The transmission of any diseases or virus.</li></ul></li><li>▶ Liability resulting from the use or ownership of:<ul style="list-style-type: none"><li>– Mechanically powered vehicles, except garden machinery used in <b>your</b> garden.</li><li>– Powered boats, unless they are models.</li><li>– Aircraft of any type including models such as drones.</li><li>– 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).</li><li>– Firearms, except airguns or legally held sporting guns used for sporting purposes.</li></ul></li><li>▶ Any legal liability covered by any other insurance policy.</li></ul>
<p><b>33. Employers liability.</b> Damages which result from an accident occurring during the <b>insurance period</b> and causing accidental bodily injury to <b>domestic staff</b> while employed by <b>you</b>.</p> <p>£ The most <b>we</b> 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, <b>we</b> will pay any defence costs and expenses which are incurred with <b>our</b> written consent.</p> <p><b>No excess applies to this cover.</b></p>	
<p><b>34. Tenants liability.</b> Compensation payments under a tenancy agreement for damage to the <b>buildings</b> of <b>your home</b> caused by any cause listed under buildings covers 1–14.</p> <p>£ The most <b>we</b> will pay for any one event is £10,000.</p> <p><b>No excess applies to this cover.</b></p>	<ul style="list-style-type: none"><li>▶ Loss or damage while <b>your home</b> is <b>unoccupied</b>.</li><li>▶ Loss of or damage to any property <b>you</b> own.</li></ul>

# Optional cover

These sections apply if **you** have chosen to include the optional cover as part of your policy – this is shown in your **policy schedule**.



You can only take out optional accidental damage cover for buildings together with **our** standard buildings cover.

## Buildings – optional accidental damage cover

What we cover	What we don't cover
<p>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 on pages 17–20.</p> <p>Examples of cover include putting your foot through the ceiling whilst in the loft or drilling through a pipe.</p>	<ul style="list-style-type: none"><li>▶ Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li><li>▶ Damage occurring when <b>your home</b> or any part of it is lent, let or sublet.</li><li>▶ Movement, <b>settlement</b> or shrinkage in any part of the <b>buildings</b>.</li><li>▶ Loss or damage caused by water entering <b>your home</b> other than by <b>storm</b> or flood.</li></ul>



You can only take out optional accidental damage cover for contents, personal belongings cover, pedal cycle cover and specified item cover together with **our** standard contents cover.

## Contents – optional accidental damage cover

What we cover	What we don't cover
<p>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, on pages 21–26.</p> <p>Examples of cover include paint spillage on a carpet or felt tip pen on a sofa.</p> <p>£ The most <b>we</b> will pay in any one event is the contents limit as shown on your <b>policy schedule</b>, and is subject to any inner limits detailed in the contents cover section.</p>	<ul style="list-style-type: none"><li>▶ Damage to clothing.</li><li>▶ Damage occurring when <b>your home</b> is <b>unoccupied</b> or any part of it is lent, let or sublet.</li><li>▶ Accidental loss and unexplained disappearance.</li><li>▶ Loss or damage caused by water entering <b>your home</b> other than by <b>storm</b> or flood.</li></ul>

# Personal belongings cover

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

What we cover	What we don't cover
<p>Theft or accidental loss of, or <b>accidental damage to personal belongings</b>.</p> <p>▶ Theft or accidental loss of <b>money</b> belonging to <b>you</b> or your <b>family</b> or which <b>you</b> or your <b>family</b> are legally responsible.</p> <p>£ The most <b>we</b> will pay for theft or accidental loss of <b>money</b> is £500.</p> <p>£ The most <b>we</b> will pay for any one event is the limit specified by <b>you</b> as shown on your <b>policy schedule</b>.</p> <p>£ The most <b>we</b> will pay for any single <b>personal belonging</b> is the limit specified by <b>you</b> as shown on your <b>policy schedule</b>.</p>	<p>Loss of or damage to:</p> <p>▶ Any article used or held for business or professional purposes.</p> <p>▶ Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters) or parts or accessories for any of them.</p> <p>▶ Aircraft of any type including models such as drones, hang gliders, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories, or associated equipment.</p> <p>▶ Caravans or associated equipment.</p> <p>▶ Machinery or mechanical implements.</p> <p>▶ Pedal cycles and their accessories.</p> <p>▶ Animals.</p> <p>▶ Household goods, domestic appliances, televisions and non-portable computer equipment.</p> <p>▶ Securities or <b>deeds and documents</b> of any kind.</p> <p>▶ Articles of china, porcelain, earthenware or glass (other than spectacles).</p> <p>▶ Sports equipment (including horse riding equipment) when it is being used for its intended purpose.</p> <p>▶ Musical instruments whilst they are in use for their intended purpose.</p> <p>▶ Property more specifically insured either by this policy or any other policy.</p> <p>▶ Theft or attempted theft of <b>personal belongings</b> from unattended vehicles, caravans or motor homes, where:</p> <p>i) There was no force and violence used to get into the vehicle, caravan or motor home; and/or</p> <p>ii) The item was not hidden from view in a locked boot, locked luggage box or in a glove compartment.</p> <p>▶ Loss by deception unless the only deception is gaining entry to <b>your home</b>.</p>
<p><b>Where the items are covered</b></p> <p>In or temporarily outside of <b>your home</b>, including outside of the <b>British Isles</b>, provided the <b>personal belongings</b> are at all times in the custody of <b>you</b> or a member of your <b>family</b>, or left in hotel security, a locked safety deposit box, safe or similar locked fixed receptacle. By temporarily <b>we</b> mean a period of less than 60 days in a row.</p>	



## Pedal cycle cover

This part of the policy sets out the cover **we** provide for **you** and your **family's** pedal cycles when temporarily outside the boundaries of **your home**.

What we cover	What we don't cover
<p>Theft, accidental loss 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.</p> <p>£ The most <b>we</b> will pay in any one <b>insurance period</b> is the limit specified by <b>you</b> as shown on your <b>policy schedule</b>.</p> <p>£ The most <b>we</b> will pay per pedal cycle is the limit specified by <b>you</b> as shown on your <b>policy schedule</b>.</p>	<ul style="list-style-type: none"><li>▶ A motorised or motor assisted pedal cycle.</li><li>▶ Theft of a pedal cycle left unattended in a public place or communal areas when it is not securely locked to a permanently fixed structure.</li></ul> <p>Loss of or damage:</p> <ul style="list-style-type: none"><li>▶ To a pedal cycle when being used for racing, pace making or trials.</li></ul>

### Where the pedal cycles are covered

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

## Specified item cover

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

What we cover	What we don't cover
<p>Theft of, accidental loss of, or <b>accidental damage</b> to, specified items shown in your <b>policy schedule</b>.</p> <p>At each annual renewal of this policy, the sum insured by this section will be adjusted in accordance with the Government's General Index of Retail Prices (all items) or any replacement index. The revised sum insured will be shown on your <b>policy schedule</b> at renewal. If the index reduces, <b>we</b> will not lower your sum insured, unless <b>you</b> ask <b>us</b> to.</p>	<ul style="list-style-type: none"><li>▶ Any specified item more specifically insured by another policy.</li><li>▶ Theft or loss of or damage to any specified items inside vehicles, caravans or motor homes, when:<ul style="list-style-type: none"><li>i) There was no force and violence used to get into the vehicle, caravan or motor home; and/or</li><li>ii) 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 <b>your home</b>.</li></ul> <p>Theft or loss of or damage to:</p> <ul style="list-style-type: none"><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>▶ Stamp or coin collections outside of the <b>British Isles</b>.</li></ul>

### Where the items are covered

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

# 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 16 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 of 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**, pedal cycles 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 terms and conditions section of this policy booklet.

What **you** pay:

**We** will deduct all relevant **excesses** from the figure agreed between **you** and **us** to settle your claim.

## How we settle a claim under your buildings cover and buildings – optional accidental damage 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 – optional accidental damage cover, personal belongings cover, pedal cycle cover, and specified items 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

## What it is and how it's calculated

**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 five 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 five 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 section is not eligible for No Claims Discount, therefore any claims made under this section do not affect the No Claims Discount **you** may have on the other sections of your policy.

## Protected No Claims Discount

**We** will automatically protect your No Claims Discount for **you** free of charge if:

- **You** have held your policy with **us** for three years, and
- **You** have had the maximum five years No Claims Discount for at least one year, and
- **You** have not made a claim in the last **insurance period**.

This protection means that if **you** make a claim on your buildings or contents cover, your No Claims Discount will be unaffected when your policy renews, but **you** will lose protected status.

If **you** renew with **us** again and do not make a claim during the next **insurance period**, your No Claims Discount will subsequently be protected again automatically and free of charge.

Your **policy schedule** will show if your No Claims Discount has been protected.



### Remember:

**A claim may affect your No Claims Discount entitlement and/or the policy terms when you renew. So you might want to balance this against the amount you're claiming, particularly if it's relatively small.**

# General exclusions

## These exclusions apply to all sections of this policy.

This policy does not cover:

### 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.

### Uninsurable causes

Any loss or damage caused by:

- ▶ A gradually operating cause. This is something that happens gradually over a period of time, for example corrosion, damp, condensation, decay or decomposition.



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

- ▶ Wear and tear.
- ▶ Frost.
- ▶ River or coastal erosion.
- ▶ Fungus, moths, vermin, insects, parasites, woodworm or beetles. 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.
- ▶ 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.
- ▶ 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. 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).

Any liability arising from computer viruses. Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

## 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**.





# Legal expenses



Included as standard

**In our everyday lives, we all face situations that could require legal help if difficulties arise. Your legal expenses cover is designed to provide expert help when you need legal support.**

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.

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.

Please see the Claims procedure and conditions for legal expenses on pages 43 and 44.

The insurance provided in respect of legal expenses in this section has been arranged by Lloyds Bank Insurance Services Limited 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

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As soon as **you** have a legal problem that **you** may require help with, call the legal helpline on **0800 028 0732**.

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

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

### 3. Legal advice or claiming

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#### **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.

## 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.

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

**No excess applies for this cover** other than the first £250 of any claim for legal nuisance or trespass.

## What we don't cover



- ▶ 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 44.
- ▶ 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	What we don't cover
<p>We will cover the <b>costs and expenses</b> for the following:</p> <ul style="list-style-type: none"><li>▶ A dispute relating to <b>your</b> contract of employment or future employment for <b>your</b> work as an employee.</li></ul>	<ul style="list-style-type: none"><li>▶ A compromise agreement while <b>you</b> are still employed.</li><li>▶ Any claim relating solely to personal injury.</li></ul>

### Contract disputes

What we cover	What we don't cover
<p>We will cover the <b>costs and expenses</b> for the following:</p> <ul style="list-style-type: none"><li>▶ <b>Your</b> or <b>your family's</b> legal rights in a contractual dispute arising from an agreement or an alleged agreement which <b>you</b> or <b>your family</b> has entered into for:<ul style="list-style-type: none"><li>– The buying or hiring in of any goods or services; or the selling of any goods.</li></ul></li><li>▶ <b>Your</b> legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which <b>you</b> have entered into for the buying or selling of <b>your</b> principal home.</li></ul> <p>Provided that:</p> <ul style="list-style-type: none"><li>▶ <b>You</b> and <b>your family</b> has entered into the agreement or alleged agreement during the <b>insurance period</b>.</li><li>▶ The amount in dispute is more than £100.</li></ul>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"><li>▶ A contract regarding <b>your</b> and <b>your family's</b> profession, business or employment.</li><li>▶ Anything relating to the building, converting, extending, altering, renovating or demolishing of <b>your</b> home (this does not apply to common home improvements, such as installing double glazing or replacement kitchens).</li><li>▶ A contract involving a motor vehicle.</li><li>▶ The settlement payable under an insurance policy.</li></ul>

### Personal injury

What we cover	What we don't cover
<p>We will cover the <b>costs and expenses</b> for <b>your</b> rights after a specific and sudden accident that causes death or bodily injury to <b>you</b>.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"><li>▶ Any illness or bodily injury which happens gradually.</li><li>▶ Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to <b>you</b>.</li><li>▶ Defending <b>your</b> legal rights, but <b>we</b> will cover defending a counter-claim.</li><li>▶ Clinical negligence.</li></ul>

## Clinical negligence

What we cover	What we don't cover
<p>We will cover the <b>costs and expenses</b> for <b>your</b> rights after an identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to <b>you</b>.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"><li>▶ The failure or alleged failure to correctly diagnose <b>your</b> condition;</li><li>▶ Psychological injury or mental illness that is not associated with <b>you</b> having suffered physical bodily injury.</li></ul>



## Tax protection

What we cover	What we don't cover
<p>We will cover the <b>costs and expenses</b> for <b>you</b> following a comprehensive examination by HM Revenue &amp; Customs that considers all areas of <b>your</b> self assessment tax return, but not enquiries limited to one or more specific area.</p>	<ul style="list-style-type: none"><li>▶ Any claim if <b>you</b> are self-employed or a sole trader, or in a business partnership.</li><li>▶ An investigation or enquiries by HM Revenue &amp; Customs Specialist Investigations or the HM Revenue &amp; Customs Prosecution Office.</li></ul>


## Property protection

What we cover	What we don't cover
<p>We will cover the <b>costs and expenses</b> for <b>your</b> legal rights in a civil dispute relating to <b>your</b> principal home and holiday home, or personal possessions, that <b>you</b> own or are responsible for, following:</p> <ul style="list-style-type: none"><li>▶ An event which causes physical damage to such material property, provided that the amount in dispute is more than £100;</li><li>▶ A legal nuisance (meaning any unlawful interference with <b>your</b> use or enjoyment of <b>your</b> land, or some right over, or in connection with it);</li><li>▶ A trespass.</li></ul> <p>Please note that <b>you</b> must have established the legal ownership or right to the land that is the subject of the dispute.</p>	<p>Any claim relating to the following:</p> <ul style="list-style-type: none"><li>▶ A contract entered into by <b>you</b>;</li><li>▶ Any building or land other than <b>your</b> principal home or holiday home;</li><li>▶ Someone legally taking <b>your</b> property from <b>you</b>, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>your</b> property by any government, public or local authority;</li><li>▶ Work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;</li><li>▶ Mining subsidence;</li><li>▶ Adverse possession (meaning the occupation of any building or land either by someone trying to take possession from <b>you</b> or of which <b>you</b> are trying to take possession);</li><li>▶ The enforcement of a covenant by or against <b>you</b> (meaning the enforcement of an agreement <b>you</b> have entered into in connection with land <b>you</b> own);</li><li>▶ Defending a claim relating to an event that causes physical damage to property, but <b>we</b> will cover defending a counter-claim;</li><li>▶ The first £250 of any claim for legal nuisance or trespass. This is payable by <b>you</b> as soon as <b>we</b> accept the claim.</li></ul>

## Jury service and court attendance

What we cover 	What we don't cover 
<p><b>We</b> will cover the costs and expenses for the following:</p> <p><b>Your</b> absence from work:</p> <ul style="list-style-type: none"><li>▶ To attend any court or tribunal at the request of the <b>appointed representative</b>;</li><li>▶ To perform jury service.</li></ul> <p>The maximum <b>we</b> will pay is <b>your</b> net salary or wages for the time that <b>you</b> are absent from work less any amount the court gives <b>you</b>.</p>	<ul style="list-style-type: none"><li>▶ Any claim if <b>you</b> are unable to prove <b>your</b> loss.</li></ul>

## Legal defence

What we cover 	What we don't cover 
<p><b>We</b> will cover the <b>costs and expenses</b> to defend <b>your</b> legal rights if an event arising from <b>your</b> work as an employee leads to:</p> <ul style="list-style-type: none"><li>▶ <b>You</b> being prosecuted in a court of criminal jurisdiction; or</li><li>▶ Civil action being taken against <b>you</b> under:<ul style="list-style-type: none"><li>– Discrimination legislation;</li><li>– Section 13 of the Data Protection Act 1998.</li></ul></li></ul> <p><b>We</b> will defend <b>your</b> and <b>your family's</b> legal right if an event leads to <b>your</b> or their prosecution for an offence connected with the use or driving of a motor vehicle.</p>	<ul style="list-style-type: none"><li>▶ Parking or obstruction fines.</li><li>▶ The use of a motor vehicle by <b>you</b> or <b>your family</b> for which <b>you</b> or they do not have valid motor insurance.</li></ul>

# 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 without-costs 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 45 '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.

# 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


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- ▶ For sales or administration related complaints please call us first on **0345 604 6535**.
- ▶ For claim related complaints call your claims handler first on the number provided at the registration of your claim, alternatively call us on **0345 604 6535**.

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](mailto:customer.care.insurance@bankofscotland.co.uk)

 Customer Care,  
Bank of Scotland General  
Insurance Limited, Tredegar Park,  
Newport NP10 8SB.


## For complaints relating to Legal expenses cover

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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](mailto:customerrelations@das.co.uk)

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

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

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](http://www.financial-ombudsman.org.uk) Contacting FOS will not affect your legal rights.



# 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.

## Home Insurance cover

### 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), **valuables** 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 **you** have to pay.

### 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**.

### Home

The private dwelling and its garages (including integral garages), outbuildings, sheds and greenhouses, all used for domestic and clerical business purposes only, at the address shown in your **policy schedule**.

### 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.

## Valuables

Jewellery, articles of precious metal, precious stones, clocks, watches, photographic equipment, furs, pictures, works of art, collections of stamps, coins and medals.

## We, our, us

The insurers specified in this policy booklet.

For all cover under your policy except Legal expenses cover, this is Lloyds Bank General Insurance Limited.

For Legal expenses cover, this is DAS Legal Expenses Insurance Company Limited and they have their own words and phrases with special meanings, shown on the following page.

## 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.

## Legal expenses cover

### 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.

### 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.

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### **Important Information**

Bank of Scotland Home Solutions is underwritten by Lloyds Bank General Insurance Limited, Registered in England and Wales No. 204373, Registered Office: 25 Gresham Street, London EC2V 7HN.

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 6BH. Both companies are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

24 hour Emergency Helpline is provided by AWP Assistance UK Ltd trading as Allianz Global Assistance, Registered in England No. 1710361, Registered Office: PO Box 74005, 60 Gracechurch Street, London EC3P 3DS. AWP Assistance UK Ltd are authorised and regulated by the Financial Conduct Authority.

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.

Information correct as of March 2019.



## Get in touch

General enquiries  
and claims  
0345 604 6535\*  
24 hour  
Emergency Helpline  
0345 601 2731

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](https://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 or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.



**BANK OF  
SCOTLAND**