

Home insurance



Policy booklet

Home Options contents insurance



**BANK OF
SCOTLAND**

Contents

Your cover at a glance	2	Claims conditions	28
Extra protection when you need it	5	General exclusions	31
Your policy	6	Legal expenses	34
Helping you stay protected	7	Making a complaint	41
How to make a claim	10	Words and phrases with special meanings	42
Useful numbers	12		
Terms and conditions	14		
General conditions	15		
Contents cover	17		
Optional cover	25		
▶ Contents – Accidental damage optional cover			
▶ Personal belongings and money cover			
▶ Pedal cycle cover			
▶ Freezer contents cover			
▶ Clerical business use cover			

Your cover at a glance

Here are some of the key things covered by your Home Options contents insurance, including any policy limits. Follow the page numbers shown for more details, including any policy restrictions.

Contents cover

Covers the items you would normally pack up and put in a removal van if you moved home.

1 Standard contents cover – page 17

The contents cover limit specified by you and shown on your policy schedule (certain inner limits apply, including those listed here)

2 Total high risk items limit – page 42

Up to 33% of your contents cover limit specified by you and as shown on your policy schedule

2 Single high risk items limit – page 42

Please see your policy schedule

3 Contents in your garages, sheds, greenhouses and outbuildings – page 17

£3,000 in total

4 Alternative accommodation – page 20

Up to 20% of your contents cover limit as specified by you as shown on your policy schedule or £20,000, whichever is greater

5 Emergency access – page 21

The contents cover limit specified by you and as shown on your policy schedule in total but up to £250 for any growing tree, shrub or plant in your garden

6 Replacement locks and keys – page 19

£1,000 in total

7 Occupier's and public liability – page 23

£2 million in total

8 Plants in the garden – page 21

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

9 Contents in the open – page 21

£1,000 in total

Policy excesses

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



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

Standard – our standard contents insurance covers you for things like a TV falling off its wall mount or accidentally breaking the glass in a coffee table.

Optional – if you have (or upgrade to) our optional cover for an extra cost, you could then claim for things like your dog chewing the leg of your table or accidentally dropping paint on your carpet whilst decorating.

For more detail on all our optional covers please see pages 25–27 and page 34 for Legal expenses cover.



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

Optional covers

10 Contents – Accidental damage optional cover – page 25

The contents cover limit specified by you and as shown on your policy schedule (certain inner limits apply)

11 Personal belongings and money cover – page 25

As specified by you and as shown on your policy schedule but £500 in total for money away from the home

12 Pedal cycle cover – page 26

As specified by you and as shown on your policy schedule

13 Freezer contents cover – page 27

£250 in total

14 Clerical business use cover – page 27

£5,000 for business contents, £500 for stock or trade samples and £300 for business money

Legal expenses cover – page 34

£50,000 in total

Index linking

The sum insured for contents and any specified items shown on your policy schedule, will be adjusted each month using the Consumer Durables Section of the Retail Price Index. Should this not be available, another appropriate index will be used. This is known as index linking.

No charge will be made for this during the year, but renewal premiums will be calculated on the adjusted sum insured. If the index reduces, we will not lower your sum insured, unless you ask us to.

Your policy schedule will clearly indicate whether your Contents sum insured is subject to index linking or not, as index linking will only be applied where you have set a specific sum insured. Where we have set your sum insured, index linking will not apply.

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

Extra protection when you need it

Protecting your things

As well as our standard contents cover to protect the things in your home, our policy has optional extra covers too. You may have already taken out one or more of these covers when you bought your policy. If you haven't got cover and think you might need it, please call us on **0345 604 6290** – we'll be happy to help.

Expensive valuables

In this booklet we refer to the things you call valuables as 'High risk items' and a list of these can be found on page 42. Have you got something worth more than your single high risk item limit (see policy schedule)? Call us to talk about how we can protect it in and away from your home.

Looking after your bike

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

Protect the things you carry with you

Our optional personal belongings and money cover protects things like rings, watches and personal laptops for theft, accidental damage and accidental loss. You'll need to look after your personal belongings of course. Never leave them out of sight – they must be within reach of you or your family at all times or locked safely away.

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 policy

If you have any questions about your cover, need to change it in any way or have changed your mind and want to cancel, please call us on **0345 604 6290**.


If you move house 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' condition on page 15.

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

 If you have any questions, please call us on **0345 604 6290**.

Helping you stay protected



Keep your belongings in good condition

Insurance doesn't cover you for wear and tear. Make sure your belongings are kept in good condition or you may find that the damage has been caused as a result of wear and tear, and not something your insurance covers you for.

Examples of wear and tear are:

- ▶ Furniture faded by direct sunlight.
 - ▶ Breakdown of appliances such as your washing machine or TV.
 - ▶ Threadbare carpets.
 - ▶ Breakdown of bathroom sealant and grout.
-



Damaged one of a set?

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

- ▶ A broken dining table, but not the undamaged matching chairs.
- ▶ A damaged armchair, but not the undamaged matching sofa.

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



Got a water leak?

If you have a leak from an appliance or pipe, we don't cover plumbing costs for repairing the leak itself. However, we do cover the repair costs for any damage the water has caused to your home. So, if your washing machine leaks and your kitchen floor is damaged, we'll pay to repair or replace the floor. But the cost of fixing the washing machine isn't covered.



A storm's brewing

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.



When you're away

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

We'll tell you what to do to ensure your home remains protected, including:

- ▶ Turning off the water, gas and electric.
 - ▶ Arranging for the property to be checked regularly.
-

Your insurance doesn't cover storm or flood damage to any contents left in the garden, like your patio set. So if you know bad weather's on the way, make sure you secure it or move it into a garage or outbuilding for safe keeping.



Guests, lodgers, sales and repair people. Are you covered?

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 so we can tell you what to do to ensure your things remain protected.



Keep your bike safe

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.



Worried about flooding?

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

www.bankofscotland.co.uk/insurance/home-insurance/help-and-advice/severe-weather-advice



Moving home in the UK

We'll cover your contents in transit as part of your standard contents policy, as long as you use a professional removal firm. There's also no need to cancel your insurance. Call us on **0345 604 6290** and we'll be happy to discuss your policy details to cover your new home.

Want to talk to us?

If you need help or want to change your cover, call us on **0345 604 6290**.

How to make a claim

1 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 – 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.

2 Call 0345 604 6290

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.

3 What you'll need to give us

- ▶ We'll ask you for a list of everything that's been lost or damaged.
- ▶ Keep any damaged goods (except freezer food – where a list would be suitable) as we may need to see them.
- ▶ We may also ask you for more information to support your claim such as 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 of completion.

4

How we'll look after your claim

- ▶ Depending on the extent and type of damage, we can 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.

5

Helping you get back to normal

- ▶ We have trusted suppliers who can repair or replace your lost or damaged items, including electrical equipment, jewellery, bikes and furniture.
- ▶ If you can't live in your home due to an event covered under 'Contents cover' we'll provide alternative accommodation for you, your family and pets.

£

Claiming for Legal expenses

Call **0800 028 0732**.

If you've selected Legal expenses cover your policy includes cover of up to £50,000 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 34–40, and how to make a claim on page 34.

£

Understanding your excess

If you've got Home Options buildings and contents insurance with us and say your boiler bursts upstairs and the water damages the ceiling, sofa and carpet below, you'd only need to pay the excesses applicable on one element of the policy (either buildings or contents – whichever is the higher) as a single event caused the damage.

Useful numbers

**Need some help 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 6290**

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



**24 hour Emergency
Helpline 0345 672 2804**

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; and/or
- ▶ Damaged roofing, locks, doors or windows to secure your home.

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

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.



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

The Legal advice line is available to **you** 24 hours a day, seven 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 have Legal expenses cover and need to make a claim. Find out more about how to claim on page 34.



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**) **you** only need to pay the **excesses** applicable on one element of the policy (either buildings or contents – whichever is the higher) as a single event caused the damage.

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 pages 15–16 for full details.

Important information

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

- ▶ **General conditions** pages 15–16
- ▶ **Claims conditions** pages 28–30
- ▶ **General exclusions** pages 31–32
- ▶ **Words and phrases with special meanings** pages 42–44

Whenever words and phrases appear in the policy booklet in bold 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 pages 15-16.

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** are 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 your premium for this policy by monthly Direct Debit from your bank account and **we** do not receive a monthly 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, 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.

Contents cover

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 contents of your home by the following causes:</p> <p>By 'your home' we 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 policy schedule.</p> <p>£ The most we will pay for contents and high risk items are the limits specified by you and as shown on your policy schedule.</p> <p>£ The most we will pay is £3,000 for contents within garages, greenhouses, sheds and outbuildings.</p> <p>£ The most we will pay for visitors' personal effects in your home is £500 for each visitor with a £25 excess.</p>	<ul style="list-style-type: none"> ▶ Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters), or parts or accessories for any of them. ▶ 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. ▶ Animals. ▶ Growing trees, shrubs or plants other than as described in the 'Plants in the garden' section. ▶ Any articles used or held for business or professional purposes. ▶ Any property that is more specifically insured by this policy or insured by any other policy.
<p>1. Fire or smoke.</p>	<ul style="list-style-type: none"> ▶ Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames. <p style="background-color: #f0f0f0; padding: 5px;">This type of damage is covered under 'Contents - Accidental damage optional cover'. Your policy schedule will show if you hold this optional cover.</p>
<p>2. Explosion, lightning or earthquake.</p>	
<p>3. Riot, civil commotion, labour and political disturbances or strikes.</p>	
<p>4. Malicious damage or vandalism.</p>	<ul style="list-style-type: none"> ▶ Damage occurring when your home is unoccupied.
<p>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.</p>	<ul style="list-style-type: none"> ▶ The costs of removing any tree, branch, lamp post, telegraph pole or pylon.
<p>6. Flood.</p>	
<p>7. Storm.</p>	

What we cover



8. Subsidence, heave or landslip.

9. Escape of water from any domestic appliance or any fixed domestic water installation.

Examples include a washing machine, dishwasher, freezer or heating system.

10. Escape of oil from any fixed domestic oil installation.

Examples include oil heating systems and oil tanks.

11. Theft or attempted theft.

Guidance note: If **you** require theft cover for pedal cycles whilst they are away from **your home**, then **you** will need the optional pedal cycle cover.

What we don't cover



Loss or damage:

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



- ▶ The cost of repairing the domestic appliance itself.
- ▶ Damage occurring while **your home** is **unoccupied**.
- ▶ Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.
- ▶ Damage caused by the failure or lack of sealant and/or grout.
- ▶ Damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.*

*This type of damage is covered under 'Contents - Accidental damage optional cover'. Your **policy schedule** will show if **you** hold this optional cover.

- ▶ Damage occurring while **your home** is **unoccupied**.

- ▶ Theft not involving forcible and violent entry to, or exit from, **your home**, if **you** have lent, let or sublet any part of **your home** or whilst persons other than your **family** are staying there.
- ▶ Loss or damage occurring when **your home** is **unoccupied**.
- ▶ Loss by deception unless the only deception is gaining entry to **your home**.
- ▶ Loss or damage by any guest invited into **your home** by **you** or your **family**.
- ▶ Theft of a pedal cycle from an unlocked garage, shed or outbuilding, or within the boundaries of **your home** when it is not securely locked to a permanently fixed structure.
- ▶ Theft of a pedal cycle whilst outside the boundaries of **your home**.

You are also covered for

What we cover 	What we don't cover 
<p>12. Accidental damage to televisions, video and audio installations, computer equipment and to any aerials or satellite dishes within or fixed to your home.</p>	<ul style="list-style-type: none">▶ Mobile phones (including smart phones).▶ Records, discs, CDs, DVDs, cassettes, tapes, diskettes, USB flash drives or software.▶ Damage occurring when your home is unoccupied.▶ Damage occurring when your home or any part of it is lent, let or sublet.
<p>13. Accidental damage to fixed glass in furniture, mirrors, glass in shelves and freestanding 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">▶ Damage occurring when your home is unoccupied.▶ Damage occurring when your home or any part of it is lent, let or sublet.
<p>14. Fatal injury benefit. If you, your spouse or civil partner are injured by a fire or assault in your home and this results in death within 12 months of the injury.</p> <p>£ The most we will pay for any one event is £5,000.</p> <p>No excess applies to this cover.</p>	
<p>15. Replacement locks and keys. If you or your family lose the keys to your home, if they are stolen, or if there is accidental damage to the locks of outside doors, safes or alarms in your home, we will pay the cost of:</p> <ul style="list-style-type: none">▶ Replacing keys.▶ Changing parts of the lock.▶ Replacing the locks. <p>£ The most we will pay for any one event is £1,000.</p> <p>£25 excess applies to this cover.</p>	
<p>16. Money in the home. We will pay for theft or accidental loss of money in your home belonging to you or your family, or for which you or your family are responsible.</p> <p>£ The most we will pay for any one event is £500.</p> <p>£25 excess applies to this cover.</p>	<ul style="list-style-type: none">▶ Money held for trade, professional or business purposes.▶ Theft or accidental loss by deception unless the only deception is gaining access to your home.
<p>17. Cash/debit/credit cards. We will pay for financial loss for which you or your family are legally responsible caused by the fraudulent use of cash/debit/credit cards belonging to you or your family. Cards are covered in your home. They are also covered outside of your home, including outside of the British Isles for a period of less than 60 days in a row.</p> <p>£ The most we will pay for any one event is £500.</p> <p>£25 excess applies to this cover.</p>	<ul style="list-style-type: none">▶ Loss caused by the fraudulent use of cash/debit/credit cards by you or your family.▶ Loss caused by you or your family not complying with the terms and conditions of the card issuer.▶ Cash/debit/credit cards held for trade, professional or business purposes.

What we cover



18. Deeds and documents.

We will pay for the cost of replacing deeds, bonds, certificates or similar private documents, which are evidence of ownership, or of a sum of money owed to **you** or your **family**, if they are lost or damaged by any cause covered under 'Contents cover'.

£ The most we will pay for any one event is £1,000.

19. Loss of water, domestic heating oil and gas.

We will pay for the accidental loss at **your home** of metered water from any fixed domestic water installation, oil from any fixed domestic oil installation or liquid petroleum gas.

£ The most we will pay for any one event is £1,000.

20. Downloaded data.

We will pay to replace any non-recoverable electronic data legally downloaded by **you** or your **family** from a legitimate worldwide website, which **you** or your **family** have purchased and hold a receipt.

The receipt may be in an electronic format.

21. Alternative accommodation.

If **your home** is made uninhabitable by any cause covered under 'Contents cover', we will pay for:

- ▶ Rent **you** are responsible for paying and;
- ▶ The reasonable costs of similar alternative accommodation for **you**, your **family** and **your domestic pets** while **you** cannot live in **your home**.

£ The most we will pay for any one event is 20% of the contents limit shown in your **policy schedule** or £20,000, whichever is greater.

22. Tenants' improvements.

We will pay for loss of or damage to fixed items of decoration and home improvements **you** make as a tenant, if caused by an event covered under Contents covers 1–11, and **accidental damage** if **you** have the 'Contents – Accidental damage optional cover'.

By 'tenants' improvements' we mean those improvements to **your home you** have provided and which are not the responsibility of your landlord – for example, sheds, greenhouses, fitted kitchens, bathroom suites, or laminate flooring.

What we don't cover



- ▶ Loss of or damage to **money**.

- ▶ Landlord's fixtures and fittings.

What we cover



What we don't cover



23. Special occasion cover.

We will increase the limit for 'Contents cover' shown in your **policy schedule** by 10% up to £3,000:

- ▶ During the month of your religious festival to cover gifts and extra food and drink **you** and your **family** buy for the religious festival.
- ▶ One month before and one month after your wedding day or civil partnership ceremony or of that of your **family**, to cover gifts and extra items bought for the event.

24. Emergency access.

We will pay for loss of or damage to the **contents** of **your home** and any growing tree, shrub or plant at **your home** if they are damaged by forced entry by the fire, police or ambulance services to deal with a medical emergency or when preventing damage to property.

£ The most **we** will pay for loss of or damage to any growing tree, shrub or plant is £250.

25. Plants in the garden.

We will pay for loss of or damage to growing trees, shrubs or plants at **your home** caused by:

- fire, explosion, malicious damage, vandalism, theft or attempted theft;
- 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.

£ The most **we** will pay for any one event is £1,000, and £250 for the removal and replacement of any growing tree, shrub or plant.

26. Contents in the open.

We will pay for loss of or damage to **contents** whilst in the open within the boundary of **your home**, if covered under Contents covers 1–11 and **accidental damage** if **you** have the 'Contents – Accidental damage optional cover'.

Examples of what **we** mean by 'in the open' – **contents** in **your** garden or driveway, on **your** balcony or patio, or other outside areas within the boundaries of **your home**.

£ The most **we** will pay for any one event is £1,000.

- ▶ Loss or damage caused by **storm** or flood.
- ▶ Loss or damage when **your home** is **unoccupied**.

What we cover



27. Contents cover when you are moving home.

We will cover loss of or damage to **contents** when you move **home** under Contents covers 1–11, and **accidental damage** if you have the 'Contents – Accidental damage optional cover'.

- ▶ If caused during household removal by a professional removal contractor moving them from **your home** to another permanent home in the **British Isles**.
- ▶ While they are being held in temporary storage by the removal firm for up to 72 hours.

£ The most **we** will pay for any one event is up to 15% of the contents limit shown in your **policy schedule**.

28. Contents when temporarily removed from your home.

We will pay for loss of or damage to **contents** when temporarily removed from **your home** to anywhere in the **British Isles** for a period not exceeding three calendar months if caused by an event covered under Contents covers 1–11.

Examples of what **we** mean by 'temporarily removed' – **you** are working away and staying in a hotel, or items are stolen whilst **you** are at your workplace.

Note: If **you** are moving home see section above for 'Contents cover when **you** are moving **home**.'

£ The most **we** will pay for any one event is up to 15% of the contents limit shown in your **policy schedule**.

What we don't cover



- ▶ **Contents** removed for sale or exhibition or to furniture depositories.
- ▶ Loss or damage caused by **storm** or flood to property not in a building.
- ▶ Loss of or damage to student belongings when in university halls of residence or rented student accommodation.
- ▶ Loss or damage caused by theft or attempted theft other than from:
 - an occupied private home or any building where **you** or your **family** are working or temporarily living;
 - any other building, caravan or motor home but only if force and violence are used to gain entry or exit;
 - any bank or safe deposit or while **you**, your **family** or **domestic staff**, are taking the item to or from the bank or safe deposit.

Occupier's and public liability

- ▶ Accidents which happen in buildings or on land are more commonly the occupier's 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



29. Occupier's and public liability.

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

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

- ▶ Accidental bodily injury (including death, disease or illness) to anyone not in your **family** or **domestic staff**.
- ▶ Accidental loss of or damage to physical property other than property **you** or any member of your **family** own or are looking after.

£ The most **we** will pay for claims resulting from one accident or a series of accidents resulting from any one cause is £2,000,000. This includes any claimants' costs and expenses. In addition, **we** will pay any defence costs and expenses which are incurred with **our** written consent.

No excess applies to this cover.

What we don't cover



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

Liability resulting from:

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

30. Employer's liability.

Damages which result from an accident occurring during the **insurance period** and causing accidental bodily injury to **domestic staff** while employed by **you**.

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

No excess applies to this cover.

What we cover



31. Tenant's liability.

Compensation payments under a tenancy agreement for damage to the buildings of **your home** caused by:

- ▶ Fire or smoke.
- ▶ Riots, civil commotion, labour and political disturbances or strikes.
- ▶ Malicious damage or vandalism.
- ▶ 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.
- ▶ Flood.
- ▶ **Storm.**
- ▶ **Subsidence, heave or landslip.**
- ▶ Escape of water from any domestic appliance or any fixed domestic water installation.
- ▶ Freezing of water in any fixed domestic water or heating systems.
- ▶ Escape of oil from any fixed domestic oil installation.
- ▶ Theft or attempted theft.
- ▶ Accidental breakage of fixed ceramic hobs, sanitary ware and fixed glass.
- ▶ **Accidental damage** to underground cables, pipes, drains, tanks and their inspection covers serving **your home**.

£ The most we will pay for any one event is £2,000.

No excess applies to this cover.

What we don't cover





- ▶ Loss or damage while **your home** is **unoccupied**.
- ▶ Loss of or damage to any property **you** own.

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**.

Contents – Accidental damage optional cover

What we cover 	What we don't cover 
<ul style="list-style-type: none">▶ Any other accidental damage to the contents of your home which is not specifically covered or excluded in Contents covers 1–13. <p>Examples of cover include paint spillage on a carpet or felt tip pen on a sofa.</p> <p>£ The most we will pay in any one event is the contents cover limit specified by you and as shown on your policy schedule, and is subject to any inner limits detailed in the 'Contents cover' section.</p>	<ul style="list-style-type: none">▶ Damage to clothing.▶ Damage occurring when your home is unoccupied or any part of it is lent, let or sublet.▶ Accidental loss and unexplained disappearance.▶ Loss or damage caused by water entering your home, unless more specifically covered elsewhere in the policy, points 1–11.



Personal belongings and money cover

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

What we cover 	What we don't cover 
<ul style="list-style-type: none">▶ Theft or accidental loss of, or accidental damage to personal belongings.▶ Theft or accidental loss of money belonging to you or your family or which you or your family are legally responsible. <p>£ The most we will pay for any one event are the limits specified by you as shown on your policy schedule.</p> <p>£ The most we will pay for loss of money is £500.</p>	<p>Loss of or damage to:</p> <ul style="list-style-type: none">▶ Any article used or held for business or professional purposes.▶ Road vehicles or any other mechanically propelled or assisted vehicles and toys (including mobility scooters) or parts or accessories for any of them.▶ 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.▶ Caravans or associated equipment.▶ Machinery or mechanical implements.▶ Pedal cycles and their accessories.▶ Animals.▶ Household goods, domestic appliances, televisions and non-portable computer equipment.▶ Securities or deeds and documents of any kind.▶ Articles of china, porcelain, earthenware or glass (other than spectacles).▶ Sports equipment (including horse riding equipment) when it is being used for its intended purpose.▶ Musical instruments whilst they are in use for their intended purpose.▶ Property more specifically insured by this policy or insured by any other policy.

Continued over...

Personal belongings and money cover (continued)

What we cover 	What we don't cover 
	<ul style="list-style-type: none"> ▶ Theft or attempted theft of personal belongings from unattended vehicles, caravans or motor homes, where: <ul style="list-style-type: none"> - there was no force and violence used to get into the vehicle, caravan or motor home; and/or - the item was not hidden from view in a locked boot, locked luggage box or in a glove compartment. ▶ Loss by deception unless the only deception is gaining entry to your home.



Where the items are covered.

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

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

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 
<ul style="list-style-type: none"> ▶ Theft, accidental loss or accidental damage to a pedal cycle belonging to you or your family or for which you or your family are legally responsible, including its accessories if attached. <p style="background-color: #e6f2ff; padding: 5px; margin-top: 10px;">£ The most we will pay for any one pedal cycle is £500.</p>	<ul style="list-style-type: none"> ▶ A motorised or motor assisted pedal cycle. ▶ Theft of a pedal cycle left unattended in a public place or in communal areas when it is not securely locked to a permanently fixed structure. <p>Loss of or damage:</p> <ul style="list-style-type: none"> ▶ To a pedal cycle when being used for racing, pace making or trials.



Where the pedal cycles are covered.

Temporarily outside the boundaries of **your home**, including 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.



Freezer contents cover

This part of the policy sets out the cover **we** provide for replacement of **your** freezer contents which are damaged.

What we cover 	What we don't cover 
<p>▶ If an accidental change in temperature, or accidental leakage of refrigerant, causes damage to frozen food in a freezer in your home, we will pay the cost of replacing the frozen food and of hiring another freezer for a period not exceeding one calendar month.</p> <p>£ The most we will pay for any one event is £250.</p>	<p>▶ Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.</p> <p>▶ Damage occurring when your home is unoccupied.</p>

Clerical business use cover

This part of the policy sets out the cover **we** provide for clerical business use in **your home**.

What we cover 	What we don't cover 
<p>If you use part of the main dwelling of your home for business purposes as an office, we will pay for:</p> <p>▶ Loss of or damage to business contents, business money and stock or trade samples, whilst in your home if caused by an event covered under Contents covers 1–11;</p> <p>▶ Accidental damage to business contents, business money and stock or trade samples, if you have 'Contents cover' including the 'Contents – Accidental damage optional cover'.</p> <p>By business contents we mean furniture, office equipment, tools, fixtures, fittings and stationery which is owned by, or the legal responsibility of, you or your family, and which are used for the business, trade or profession of you or your family.</p> <p>By stock or trade samples we mean goods held by you or your family, for sale, or supply, or as trade samples.</p> <p>£ The most we will pay for any one event is:</p> <ul style="list-style-type: none"> – Business contents – £5,000 – Stock or trade samples – £500 – Business money – £300 	<p>▶ Landlord's fixtures and fittings.</p> <p>▶ Mobile telephones.</p> <p>▶ Alcoholic beverages, tobacco, furs, jewellery, precious metals or precious stones.</p> <p>▶ Loss or damage due to official confiscation or detention, loss of value, incorrect receipts, payments or accountancy.</p>

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 or damage. For example, turn off the water at the mains following a leak to prevent further damage or fix a broken window.

- ▶ If **you** or your **family** are the victim of theft, riot, a malicious act or vandalism, or if **you** or your **family** lose something away from the **home**, tell the police immediately upon discovery and ask for a police reference number. **You** should then contact **us** as soon as possible.
- ▶ If there is any loss of or damage to **personal belongings** or pedal cycles 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 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; and
- ▶ 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; and/or
- ▶ 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 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 Contents cover, Contents – Accidental damage optional cover, Personal belongings and money cover, Pedal cycle cover, Freezer contents cover, and Clerical business use 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.

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.
- ▶ River or coastal erosion.
- ▶ Frost.
- ▶ 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 loss or damage caused by 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

Optional cover

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

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

Your Legal expenses cover is designed to provide expert help when **you** need legal support. The Legal expenses helpline is available to **you** 24 hours a day, seven 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 to 5pm.

Please see the 'Claims procedure and conditions for Legal expenses cover' on pages 39 and 40.

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**.

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.

How to make a claim under your Legal expenses cover

1. What you need to do

As soon as **you** have a legal problem that **you** may require help with, 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

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

3. Legal advice or claiming

Legal advice:

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

Claim:

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

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 40.
- ▶ 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 costs and expenses for the following:</p> <ul style="list-style-type: none">▶ A dispute relating to your contract of employment or future employment for your work as an employee.	<ul style="list-style-type: none">▶ A compromise agreement while you are still employed.▶ Any claim relating solely to personal injury.



Contract disputes

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


Personal injury

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



Clinical negligence

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



Tax protection

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



Property protection

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

Jury service and court attendance

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

Legal defence

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

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 41 'Making 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

- ▶ For sales or administration related complaints please call us first on **0345 604 6290**.
- ▶ 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 6290**.

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

 **0800 096 6050**

 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

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

 **0117 934 0066**

 customerrelations@das.co.uk

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

We cannot be responsible 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

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 the Isle of Man.

Contents

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

Deeds and documents

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

Domestic staff

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

Excess

The first part of any claim **you** have to pay.

Family

Your spouse or partner and 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 of **your home**.

High risk items

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

Home

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

Insurance period

The period during which **you** have insurance cover and 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, travellers' cheques, travel tickets and vouchers, season tickets and phonecards, 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.

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 of **your home** not due to the weight of the buildings of **your home**.

Unoccupied

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

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

We/our/us

The insurers specified in this policy booklet:

- ▶ For all cover under your policy except Legal expenses cover, this is Lloyds Bank General Insurance Limited.
- ▶ For Legal expenses cover, this is DAS Legal Expenses Insurance Company Limited.

You

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

Your

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

Please note Legal expenses has its own words and phrases with special meanings on the following page.

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.

Important Information

Bank of Scotland Home Options 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 6NH. 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.

Information correct as of February 2020.

Get in touch

 bankofscotland.co.uk

 General enquiries
& claims
0345 604 6290*

24 hour
Emergency Helpline
0345 672 2804

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

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 Relay UK service (available 24 hours a day, 7 days a week).

If you're Deaf and use BSL you can use the SignVideo service at

bankofscotland.co.uk/accessibility/signvideo

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.

* Please have your policy or claim number to hand.
Lines open Monday to Friday 8am–6pm
and Saturday 9am–1pm



**BANK OF
SCOTLAND**