

Home insurance

Policy booklet



**BANK OF
SCOTLAND**
By your side

Thank you for choosing Bank of Scotland home insurance

This policy booklet and your policy schedule make up your agreement with us. You should read both to make sure you understand your policy, and keep them safe.

Your policy schedule tells you which sections of this booklet apply to you. It also shows the limits that apply to your cover.

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Home insurance



Pages 3–26 apply to home insurance. Your policy schedule tells you which sections and limits apply to your cover.

Home insurance helps cover the cost if something happens to your home or belongings. You pay us a premium so if something goes wrong, we might be able to help put it right.

- Buildings insurance covers you if something happens to your home. For example, if there's a fire.
- Contents insurance covers you if something happens to your things. For example, if they're damaged by a flood.

Home insurance isn't for things like the upkeep of your home or for routine decorating. It's also not there to cover you for 'wear and tear'.

Throughout this booklet we explain what is and isn't covered for each type of claim. The key below is used in the booklet to help show this. You can find out more about wear and tear and what other things aren't covered under any part of this home insurance policy, in the 'What this policy doesn't cover' section.

What's covered

What's not covered ✗

Point to note ⓘ

Words and phrases with a special meaning

Some of the words **we** use in the home insurance section of this booklet have special meanings. **We've** highlighted them in bold print and explained what they mean below.

Buildings

The house, bungalow, flat or maisonette at the address shown on your policy schedule, including its outbuildings such as garages, sheds, and greenhouses. This includes their permanent fixtures and fittings such as fitted kitchens and bathrooms, and:

- Underground cables, pipes, drains and tanks, and their inspection covers.
- Walls, gates, fences, hedges, paths, driveways, balconies, decking, gardens, ponds, trees, patios and tennis courts.
- Fixed wind turbines and solar panels.
- Permanent swimming pools and saunas, and fixed hot tubs.

All of the following must apply to the above:

- They must be in the grounds of **your home**.
- They must be used for private residential use, and only the business use that **we've** agreed.
- **You** must be legally responsible for all of them.

Contents

Household goods, personal belongings and valuables, and **home office equipment**.

These must be owned by **you**, your **family** or any **domestic staff** that live with **you**. This includes items **you** or your **family** are legally responsible for, such as a rented TV.

This doesn't include:

- Road vehicles and any other vehicles with a motor or engine, and any parts or accessories for them. This also doesn't include mobility scooters and segways, and electric bikes where the motor alone can make it go faster than 15.5 miles per hour.

- Caravans, trailers and trailer tents, and any parts or accessories for them.
- Aircraft of any type, other than models such as drones, and any parts or accessories for them.
- Water craft that use an engine or motor, and any parts or accessories for them.
- Animals.
- Anything used or held for business reasons, other than for business use that **we've** agreed.

Domestic staff

Anyone employed by **you** or your **family** to help run **your home**. For example, a live-in nanny. This doesn't apply if they are self-employed or employed by a company. For example, a cleaner, window cleaner or tradesperson doing a job at **your home**.

Family

The people who normally live with **you** as a member of your household and are:

- Your spouse or partner.
- Your children and any foster children.
- Other relatives.
- Up to two unrelated people, like lodgers or friends.

Home

The address **we've** agreed to insure as shown on your policy schedule. This includes:

- **Your** house, bungalow, flat or maisonette.
- **Your** outbuildings.
- Areas in the open within the boundaries. For example, gardens, driveways, balconies and patios.

These should all be for private residential use, and only the business use that **we've** agreed.

Home office equipment

This is equipment and furniture which **you** use when working from **home** to do computer work, paperwork and phone calls.

Money

This is:

- Currency, money orders, cheques and bankers drafts.
- Current postage stamps, savings stamps, savings certificates and savings bonds.
- Vouchers and pre-payment cards.
- Travellers' cheques, travel tickets, season tickets and phone cards.

They must be held for your own personal use.

Specified items

These are **contents** that are individually worth more than £2,000 that **you** have named on your policy.

Furniture which isn't antique and home appliances don't need to be named, even if they cost more than £2,000. By home appliance **we** mean an item used for household tasks, like a washing machine or dishwasher.

Students' contents

These are **contents** that are kept at the place where the student is living whilst they are studying.

We, our, us

Lloyds Bank General Insurance Limited.

You

The policyholder(s) named on the policy schedule.

Your

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

Things you need to know

The law that applies to this policy

Your home must be in the United Kingdom. This policy is governed by the law where **your home** is located. Any dispute about this policy will be dealt with by the courts there.

Your excess

Your excess is the amount **you** have to pay towards the cost of a claim. The excess amounts are shown on your policy schedule. Different types of claims may have different excesses, so make sure **you** check.

If more than one excess applies to your claim with **us**, **you** only have to pay the highest.

Making sure your details are correct

It's important that the details **we** have for **you** are accurate and complete. If anything on your documents looks wrong, or if anything changes, call **us** straight away on **0345 604 6714**.

If **you** don't, **we** might not be able to pay some or all of your claim, or **we** might cancel your policy.

The changes **you**'ll need to tell **us** about are listed in the 'Making changes to your policy' section on page 24.

Things you need to know

Fraud

We rely on **you**, and anyone acting for **you**, being honest with **us**. **We** won't pay a claim if:

- It is fraudulent.
- It is exaggerated.
- Untrue information has knowingly been given to **us** to get cover or a lower price.

We'll also:

- Cancel your policy from the date it happened, and **we** won't refund any of your premium.
- Recover any payments **we** have made after the fraud, or as part of any fraudulent or exaggerated claim.

We may also tell the police and other authorities.

Looking after **your home** and belongings

You, your **family** and your **domestic staff** need to keep **your home** and belongings in good condition. **You** must take reasonable steps to stop or minimise loss, damage, accident or injury. For example, turning off your water at the mains to stop a leak getting worse. If **you** don't do this, **we** might not be able to pay a claim.

If **you're** having trouble making your payments

We know some people can have money problems at some point in their life. If **you're** having trouble keeping up with the payments, **we** might be able to help. Please don't ignore the problem; give **us** a call on **0345 604 6714**.

We might be able to give **you** more time to pay or change the date **you** make your payments. **We** can also discuss your needs and may be able to offer **you** a different level of cover.

There is also independent advice available to help manage your finances from organisations such as Citizens Advice.

Renewal

When **you** buy home insurance, **you're** covered for 12 months provided **you** pay the premium. After this, your policy will need to be renewed for **you** to stay covered.

If **we** offer to renew your policy, **we'll** get in touch a few weeks before your renewal date. If **you** do not want **us** to do this, call **us** on **0345 604 6714**.

If **we** offer to renew your policy, **we'll** sometimes change one or more of **our** insurers or make changes to **our** terms and conditions at the same time. **You** agree that **we** can make these changes.

Will my policy automatically renew?

We'll send **you** details of your renewal and price before your renewal date. Unless **you** have asked **us** not to, your policy will renew each year automatically. **You** may still need to contact **us** to pay for your policy.

You can choose not to automatically renew at any time. To do so, please get in touch with **us**. If **you** have chosen this, **you** will need to contact **us** before your renewal date if **you** wish to stay covered with **us**. If **you** forget to renew or don't get a new policy, **your home** won't be insured.

How to make a claim

You should tell **us** about your claim as soon as **you** can. **We** might not be able to pay some or all of your claim if **you** don't. **We** won't pay any more for a claim than **we** would have if **you'd** have told **us** straight away. For example, if the damage has got worse because **you** hadn't told **us**.

1

Before **you** contact **us**

If **you** need to claim, there are some things **you** might have to do before getting in touch with **us**.

- ▶ Please don't make repairs for any reason other than urgent repairs to stop the problem getting worse. For example, turn the water off at the mains, and call a plumber if there's a leaking pipe.

We don't cover the costs to repair the pipe, unless:

- it was damaged by freezing, or
- it was damaged by accident and **you** have Buildings with Accidental damage cover.

If **you** need to make urgent repairs, take a photo before and after. Don't throw away any damaged items until **we** say so. But it's okay to throw away damaged freezer food, just make a list of it first, and take a photo of it too.

- ▶ Call the police if something's been stolen, vandalised, or damaged in a riot. They will give **you** a crime reference number. Call them if **you've** lost something away from **home**, and see if **you** can get a lost property number.
- ▶ If something's lost or damaged while travelling, for example, **your** suitcase on a plane, please report it to the travel company before calling **us**.
- ▶ If **you** lose a mobile phone, **you** must tell your service provider right away.
- ▶ If someone says **you** or your **family** are responsible for an injury or any damage, don't admit blame, or try and negotiate with them. If **you** do, it might mean **we're** not able to pay your claim. Please don't reply to any letters or documents from them. Send them to **us** instead.

2

Contact **us**

Register your claim online 24/7 at:



bankofscotland.co.uk/make-a-claim

Or call **us** on



0345 604 6714

Our lines are open 8am-6pm Monday-Friday and 9am-1pm Saturday.

Please make sure **you** have your policy number and email address (if **you** have one) when **you** get in touch.

3

What **you'll** need to give **us**

You must help **us** look after your claim by doing what **we** ask.

- ▶ **We'll** ask **you** for a list of what has been lost or damaged.
- ▶ **We** might ask **you** to give **us** proof **you** own what **you're** claiming for and its value. This could be things like a receipt, or valuation **you** had done.
- ▶ **We** may ask **you** to prove that your claim happened as **you** said it did. For example **we** might need photos, a video or a report from an expert.

If **we** ask for **you** to give **us** proof, **you** must give it to **us** or **we** might not be able to pay your claim. **You're** responsible for paying any costs that are needed to prove your claim.

How we'll look after your claim

If **we** accept your claim, there are a few ways **we** can look to put things right.

- ▶ **We**'ll try to repair the damage.
- ▶ If **we** can't repair, **we**'ll try to replace.
- ▶ **We** may pay a cash settlement instead.

What else do **you** need to know?

If **you** have other insurance that also covers what **you**'re claiming for, **we**'ll only pay **our** share of the claim unless **we** say otherwise in your policy. If **we** ask, **you** must give **us** details of the other policy. If **you** don't **we** might not be able to pay the claim.

We use other companies (who **we** call suppliers) to repair or replace **your** things, and to repair or rebuild **your home**. Any repair or rebuild work done by **our** suppliers is guaranteed for at least 12 months.

Where **we** use suppliers, **we** might get discounts. **We** will use their cost to **us** when settling claims.

What **we** mean is, **we** won't pay more than it would cost **us** to repair, replace an item or rebuild any part of **your home**.

We'll replace an item with a new item on a like for like basis. When **we** say 'like for like basis', **we** mean **we**'ll try to replace it with an exact match. If **we** can't find an exact match, **we**'ll replace it with the nearest equivalent.

By 'nearest equivalent' **we** mean an item of the same quality and same specification.

If **we** can't find an exact match or nearest equivalent, **we**'ll decide on how much to pay. This will be based on an expert opinion of how much it was worth before it was lost, stolen or damaged.

We will only pay up to £2,000 for any **contents** item unless it is named on your policy. If **you** have named the item, **we** will cover it up to the amount **you** have specified it for.

This does not apply to furniture which isn't antique or a home appliance. **You** don't need to specify these even if they cost more than £2,000.

By 'home appliance' **we** mean an item used for household tasks, like a washing machine or dishwasher.

If **we** decide **your buildings** need to be repaired, where it's necessary, **we'll** pay for:

- Architects', surveyors' and legal fees. **We** must approve the fees first.
- The cost of clearing debris, demolishing buildings, or making them safe.

We'll pay the cost of following building regulations and other laws when repairing the damage to **your buildings**. **We** won't pay this cost if **you** were aware that **your home** did not comply before the damage happened.

We might choose to make a payment to **you** instead of making repairs to **your buildings**. If **we** do, the amount **we** pay will be worked out in one of two ways:

- 1 **We'll** either pay **you** the cost of repairing the damage, but **we'll** lower the payment to take into account wear and tear. Or,
- 2 **We'll** pay the amount the value of **your home** has fallen by because of the damage.

We won't pay more than what it would cost to rebuild it to how it was before the damage.

You must let **us** defend or settle any legal disputes or claims on your behalf. **You** also must let **us** take legal action in your name and help **us** to take legal action if **we** ask **you** to.

Matching sets and suites

Where **we've** agreed to pay a claim for something that's part of a matching set or suite, **we'll** always do **our** best to match it. **We'll** try to repair the damaged item and, where this isn't possible, **we'll** look to replace it. **We'll** carry out thorough searches to make sure that the damaged item is replaced with a reasonable match. This may not be an exact match, but it should look reasonably similar to the rest of the set or suite. This may result in repainting kitchen doors or re-spraying a bathroom sink to match.

Where **we** can't replace the damaged item with a reasonable match, **we'll** make a cash contribution of 50% towards the cost of replacing the undamaged item forming part of the same set or suite.

We won't pay claims for any undamaged items of a uniform nature, colour or design which are not part of a matching set or suite. By this **we** mean items such as windows, conservatory roof panels, and internal doors.

Flooring

We'll only pay for damage to floor coverings in the room where the damage happened. **We** won't pay for undamaged floor coverings in other rooms where there's a break or door bar separating the rooms.

Buildings & Contents insurance



Points 1-12 apply to **buildings** and **contents**.



Points 13-15 apply to **buildings** only.



Points 16-28 apply to **contents** only.



Accidental damage cover.



Away from home cover.

Contents and **money** are covered in **your home**, unless stated otherwise.

If **you** have **specified items** named on your policy they will be covered in **your home**. If **you** have also chosen to cover them away from **your home**, see 'Away from home cover'.

Check your policy schedule to see what cover **you** have.



1. Fire, smoke & earthquakes

By fire **we** mean where flames are present. Damage caused by smoke, explosions, lightning or earthquakes is also covered.

- ❗ For other damage such as cigarette burns, or scorching **your** kitchen worktop by putting a hot pan on it, **you** may be covered under 'Accidental damage'. Check your policy schedule to see if **you** have this cover.

2. Riots & strikes

3. Malicious acts & vandalism

By this **we** mean damage that has been done on purpose.

4. Moving objects

By moving objects **we** mean:

- A falling tree, branch, lamp post, telegraph pole or pylon.
- A moving firework, vehicle, train, aircraft, or anything dropped from them.
- An animal, other than a household pet.

Under your *Buildings insurance* **we**'ll also cover the cost of taking away any tree, branch, lamp post, telegraph pole or pylon if it's damaged **your buildings**.

5. Flood

- ✗ **We** won't pay claims for **contents** that are damaged by a flood while they're in the open.

- ❗ When **we** say 'in the open' **we** mean any outdoor area at the address shown on your policy schedule. This includes gardens, driveways, balconies or patios.

6. Storm

When **we** say 'storm' **we** mean strong winds over 55mph, and/or hail or snow that's extreme enough to damage hard surfaces or break glass. Rain alone is not a storm.

- ❗ **We** won't pay for any damage if **your home** is not in good condition. **We** will, however, pay claims for internal damage if **you** were unaware that **your home** was not in a good condition and the damage was caused by torrential rain of 25mm or more in a day.

- ✗ **We** won't pay claims for:
 - Damage to hedges, fences or gates.
 - **Contents** that are lost or damaged by a storm while they're in the open.

- ❗ When **we** say 'in the open' **we** mean any outdoor area at the address shown on your policy schedule. This includes gardens, driveways, balconies or patios.

7. Subsidence, including heave & landslip

❗ By 'subsidence' **we** mean the downward movement of the ground underneath **your buildings**, which isn't caused by the weight of the **buildings**.

By 'heave' **we** mean when the ground underneath **your buildings** expands.

By 'landslip' **we** mean fast sudden movement of ground down a slope.

✗ **We** won't pay claims for:

- Balconies, garden walls, gates, fences and hedges.
- Paths, driveways, patios, decking and tennis courts.
- Ponds, permanent swimming pools and saunas, and fixed hot tubs.
- Gardens and trees.
- Domestic oil tanks, gas fuel tanks, septic tanks and cesspits.

However, **we**'ll pay claims for these if the house, bungalow, flat or maisonette shown on your policy schedule is damaged at the same time by the same cause. This includes any damage to **buildings** attached to the property.

- Damage to, or caused by, solid floors moving. **We**'ll pay these claims if the foundations underneath the outside walls are damaged at the same time and by the same cause.
- Damage to **your home** which is covered by a warranty or guarantee. For example, a National House Building Council (NHBC) warranty.
- Damage caused by settlement. This is when the weight of the **buildings** causes the ground to move downward.
- Damage caused by the **buildings** shrinking or expanding.
- Damage caused directly by **you**, or someone appointed by **you**, knocking down buildings or making structural changes or repairs. This applies to any work that might affect the foundation of **your buildings**.

8. Leaking oil or water & freezing water

The leak must be from a home appliance, or fixed water or heating system. This doesn't include damage to the home appliance or water or heating system itself. Examples of a home appliance or fixed water or heating system are tanks, pipes, washing machines, or water mains.

We'll also pay claims for damage to **your buildings** caused by water freezing in fixed water or heating systems. This does include the damage caused to the fixed water or heating systems.

Tracing and accessing a leak

When a leak happens it is sometimes hard to find exactly where it's coming from, so please take all reasonable steps to stop the water and prevent the damage getting worse. **You** or your plumber must take all reasonable steps to find where the leak is coming from, and fix it at your own cost.

If **you** have Buildings insurance and it is necessary to damage **your buildings** to find and/or get to the leak and it is from a home appliance, or a fixed water or heating system, **we**'ll pay for:

- the cost of finding the leak, and
- repairing the damage caused in getting to the leak.

If **you** or your plumber need to damage **your buildings**, **we**'ll need to agree to the work before it takes place. So please call **us** first.

Leaking oil or water & freezing water continued on next page



- ✕ **We** won't pay claims for damage caused by:
 - Water leaking from overflows outside **your buildings**. **We** also won't pay claims for damage that is caused by water leaking from anything that takes rain away from **your buildings**. For example, from guttering.
 - The failure or lack of sealant or grout. For example, **we** won't pay a claim if the sealant around **your** shower wears away and causes water damage.
 - Water overflowing from sinks, showers or baths because the taps were left on. **You** might be able to claim for this under 'Accidental damage' if **you** have this cover. Check your policy schedule to find out if **you** do.

ⓘ Damage caused by or causing subsidence, heave or landslip is not covered under this section of the policy. **You** might be covered under point 7 above.

9. Theft

We'll pay claims where **your buildings** or **your contents** are damaged because someone stole or tried to steal from **you** or where **your contents** have been stolen.

- ✕ **We** won't pay claims for **your contents**:
 - Whilst anyone other than **you** or your **family** are staying at **your home**. **We'll** pay these claims if force and violence was used to get into or out of the property.
 - If someone steals from **you** by lying to **you** or your **family**. **We'll** pay these claims if they only lied to get into **your home**.
 - If something's stolen by a guest **you** or your **family** invited into **your home**.

10. Emergency services

By emergency services **we** mean the police, fire or ambulance service. **We'll** pay these claims when they are:

- Dealing with a medical emergency.
- Preventing damage to property.

We'll also pay these claims if they believed there was an emergency.

Your Buildings & Contents insurance will also cover **you** for:

11. If **you** need somewhere else to stay

We'll pay claims for the extra cost of staying somewhere similar until it's okay to move back in.

We'll only do this if the damage is caused by something covered by this policy and **your home** is not fit to live in. **We'll** pay for **you**, your **family** and household pets.

ⓘ When **we** decide if **your home** is fit to live in, **we'll** consider a number of things. For example, whether **you** are able to sleep or wash there. If **your home** is only uncomfortable because of the damage or work being carried out, this would be considered 'fit to live in'. For example, **you** have no floor coverings or the repair works are loud.

12. Locks & keys

We'll pay claims for the cost of changing **your** locks if **you** or your **family** lose the keys to the outside doors of **your buildings**, fixed safes or alarms. **We'll** also pay claims if these keys are stolen.

ⓘ If **you've** accidentally damaged **your** locks or keys, **you** may be covered if **you** have 'Accidental damage' cover. Check your policy schedule to find out if **you** do.

- ✕ **We** won't pay claims if **you** have any other insurance policy that also covers locks or keys.

13. Underground cables, pipes, drains & tanks

We'll pay claims for the cost of repairing underground cables, pipes, drains and tanks – and their inspection covers – for which **you're** legally responsible, if they've been accidentally damaged.

We'll also pay claims where an underground drain that services **your home** gets blocked and can't be cleared by normal methods. If this happens, **we'll** pay the cost of breaking into the pipe and repairing it.

! When **we** say 'accidentally damaged' **we** mean physical damage that's sudden, unexpected and not done on purpose. There needs to be a one-off, specific event that caused the damage. For example, if **you** accidentally put a garden fork through an underground pipe or cable whilst gardening.

It doesn't include damage that's caused by poor maintenance or that happens slowly over time. For example, if the joints on **your** underground pipes have worn out or moved.

Damage caused by or causing subsidence, heave or landslip is not covered under this section of the policy. **You** might be covered under point 7 above.

14. Protection when **you** sell **your home**

If **you're** selling **your home**, **we'll** cover the buyer between contracts being exchanged and the sale being completed. **We'll** only do this if the buyer doesn't have insurance of their own. The damage must be covered by points 1-9 and 13 of your policy.



15. Home owner's legal responsibility

When **you** own a home, **you** have certain legal responsibilities. These include making sure it's safe so it doesn't injure someone.

We'll cover you if **you're** in breach of the legal responsibility **you** may have as owner of **your home**. This is known as your 'legal liability'. It applies even if **you** don't live there.

Accidents that happen in the home are usually the responsibility of whoever lives there. These may be covered by point 26 'Personal legal responsibility'.

We'll cover claims made against you or your family:

- If someone else was accidentally injured or killed and **you** are held legally responsible to pay damages. The claim must relate to **you** or your **family's** legal responsibility as a home owner.
- If someone else's physical property is accidentally damaged. The claim must relate to **you** or your **family's** legal responsibility as a home owner. **You** must also be held legally responsible to pay damages.
- Because of faulty building works **you** did or had done for **you** in a home **you** used to own. The faulty work must be dangerous and have caused damage. The home must have been in the United Kingdom.

The most **we'll** pay for claims resulting from one cause is shown on your policy schedule. This limit includes damages **you** have to pay and the other side's costs and expenses.

We'll pay your defence costs, expenses and legal fees. **We** have to agree these in writing first.

When **we** say 'damages' **we** mean money **you** are legally required to pay as compensation to the person who has made a claim against **you**.

✘ **We** won't cover claims that are:

- The result of **you** or your **family** being killed or injured. **We** also won't cover claims that are the result of your **domestic staff** being killed or injured.
- The result of any employment, trade, business or profession.
- Due to an agreement made by **you**, your **family** or your **domestic staff**. **We'll** cover these claims where **you** would have been legally responsible even if the agreement hadn't been in place.
- Due to **your** legal responsibility for faulty work which arises more than seven years after the buildings section of this policy has ended.

We also won't cover claims under this section if **you're** covered by any other insurance policy.

16. Documents

We'll pay claims for the cost of replacing documents that are stolen or damaged by anything covered under this policy. When **we** say 'documents' **we** mean pieces of paper that show **you** or your **family** own something. **We** also mean pieces of paper that show **you** or your **family** are owed money. For example, deeds, bonds and certificates.

17. Downloaded files

We'll pay claims for the cost of replacing any files **you** or your **family** have legally downloaded and that can't be recovered. For example, music or films. **You** must have a receipt for them.

18. Metered water, oil or liquid petroleum gas

We'll pay claims to cover extra money **you**'ve had to pay for water, oil or liquid petroleum gas that accidentally leaks from any fixed installation in **your home**. For example, a boiler.

19. Tenant's home improvements

If **you** rent **your home**, **we**'ll pay claims for damage to any decorations or home improvements **you**'ve made as a tenant. The damage must be covered by points 1-9 of your contents policy. **We**'ll also cover **you** for 'Accidental damage' if **you** have this cover. Check your policy schedule to find out if **you** do.

20. Moving home

We'll pay claims where **your contents** are stolen or damaged by something covered under points 1-9, 12 and 16-17 of your policy, whilst moving home. **Your contents** must be moved within the United Kingdom by a professional removal firm.

We'll also cover **you** for 'Accidental damage' if **you** have this cover. Check your policy schedule to find out if **you** do.

We'll also cover **you** while they're being stored by the firm for up to three days.

21. **Contents** in another building

We'll pay claims if **your contents** are damaged by something covered under points 1-8 of your contents policy. **Your contents** will only be covered whilst temporarily in a building where **you** or your **family** are staying or working within the British Isles.

We'll also pay claims if **your contents** are stolen when force and violence was used to get into or out of the room or building.

 When **we** say temporarily **we** mean for a short time. For example, in a hotel, or at a relative's home. It does not mean when kept away from **your home** most of the time. For example, in **your** holiday home or in storage.

 **We** won't pay claims where:

- **Your contents** are taken out of **your home** to sell or display somewhere.
- **Students' contents** are stolen or damaged.

 **You**'ll need 'Away from home cover' to claim for **students' contents**.



22. Money

We'll pay claims for lost or stolen **money** that belongs to **you** or your **family**, or for which **you** or your **family** are responsible.

✕ **We won't** pay claims if someone steals **money** from **you** by lying to **you** or your **family**. **We'll** pay these claims if they only lied to get into **your home**.

23. Damage to frozen food

We'll pay claims for the cost of replacing frozen food if it's damaged because **your** freezer stops working or the door's left open.

✕ **We won't** pay claims if **your** freezer stops working because of something your energy supplier does on purpose.

24. Visitors' belongings

We'll pay claims if your guests' personal belongings are stolen or damaged while visiting **your home**. The theft or damage must be covered under points 1-9 and 16-17 of your policy.

We'll also cover them for 'Accidental damage' if **you** have this cover. Check your policy schedule to find out if **you** do.

25. Trees & plants

We'll pay claims if trees or plants growing in the open are:

- Stolen.
- Damaged when someone either tries to steal them or damages them while breaking into **your home**.
- Damaged by a malicious act, vandalism, fire or explosion.
- Damaged by a moving vehicle, train, animal, a firework, a falling tree, branch, lamp post, telegraph pole or pylon.
- Damaged by an aircraft of any type or anything dropped from them.

This cover includes the cost of taking away and replacing these stolen or damaged trees and plants.

ⓘ When **we** say 'in the open' **we** mean any outdoor area at the address shown on your policy schedule. This includes gardens, driveways, balconies or patios.

26. Personal legal responsibility

Everyone in the United Kingdom has a legal responsibility to avoid causing injury to other people or damage to other people's property.

We'll cover you and your **family** if any of **you** are in breach of **your** legal responsibility as an individual. For example, if **you** damage someone else's property and have to repair or replace it. This is known as **your** 'legal liability'. Things that happen both inside and outside **your home** are covered.

Accidents that happen in the home are usually the responsibility of whoever lives there, and may also be covered by this section of this policy.

Your legal liability as owner of **your home** may be covered under point 15 'Homeowner's legal responsibility'.

We'll cover claims made against you or your family:

- If someone else was accidentally injured or killed and **you** are held legally responsible to pay damages. The claim must relate to **you** or your **family's** legal responsibility as an individual or as an occupier of **your home**.
- If someone else's physical property is accidentally damaged. **We'll** only cover these claims if **you** or a member of your **family** are held legally responsible to pay damages. The claim must relate to **you** or your **family's** legal responsibility as an individual or as an occupier of **your home**.

The most **we'll** pay for claims resulting from one cause is shown on your policy schedule. This limit includes damages **you** or your **family** have to pay and the other side's costs and expenses.

We'll also pay your defence costs, expenses and legal fees, if **we** agree this in writing first.

I When **we** say 'damages' **we** mean money **you** or your **family** are legally required to pay as compensation to the person who has made a claim against **you** or your **family**.

X **We** won't cover claims that:

- Are the result of **you** or your **family** being killed or injured. **We** also won't cover claims that are the result of your **domestic staff** being killed or injured.
- Result from **you** owning **your home**, or owning or occupying any other land or building.
- Are the result of any employment, trade, business or profession.
- Are due to an agreement made by **you**. **We'll** cover these claims where **you** would have been legally responsible even if the agreement hadn't been in place. The same applies to agreements made by your **family** or your **domestic staff**.
- Are the result of any kind of disease or virus being passed on.
- Result from using or owning any kind of vehicle or water craft with a motor or engine. This doesn't include garden machinery used in **your** garden, model water craft, or electric bikes if the motor alone can't make it go faster than 15.5 miles per hour.
- Result from using or owning any type of aircraft. This includes models such as drones.
- Result from using or owning any kind of animal. This does not include household cats and dogs. However, household dogs are not covered if they're dangerously out of control or from a banned breed or type.
- Result from using or owning guns. This doesn't include airguns, or legally held sporting guns used for sport.

We also won't cover a claim under this section:

- If it's covered by any other insurance policy.
- Where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom.



27. Employer's responsibility for **domestic staff**

If **you** have **domestic staff** working for **you** in or around **your home**, **you** might be legally responsible if there is an accident.

We'll cover claims made against **you** or your **family** if a member of your **domestic staff** is accidentally injured or killed. They must be employed by **you** at the time of the event and **you** or your **family** must be held legally responsible to pay damages.

The most **we'll** pay for claims resulting from one cause is shown on your policy schedule. This limit includes damages **you** have to pay and the other side's costs and expenses.

We'll also pay for defence costs, expenses and legal fees, if **we** agree this in writing first.

ⓘ When **we** say 'damages' **we** mean money **you** are legally required to pay as compensation to the person who has made a claim against **you**.

28. Protection for tenants

If **you** rent **your home** from someone else, **you** might be legally responsible if the **buildings** get damaged.

We'll pay your landlord for damage covered under points 1-9 and 13 of this policy, if **your** tenancy agreement says **you** have to pay for the damage.

ⓘ The most **we'll** pay for claims resulting from one cause is shown on your policy schedule.

✗ **We** won't pay claims for:

- Breaking into a pipe and repairing it when an underground drain that services **your home** gets blocked and can't be cleared by normal methods.
- The cost of finding a leak or the cost of any damage caused when getting to it.

Accidental damage cover



Accidental damage cover

We'll pay claims for accidental damage to:

- **Your buildings** if **you** have *Buildings insurance* with 'Accidental damage'.
- **Your contents** if **you** have *Contents insurance* with 'Accidental damage'. This includes **your contents** when away from **your home** if **you** have 'Away from home cover', and any **specified items you** have listed separately on your policy.

Check your policy schedule to find out if **you** have this cover.

i When **we** say 'accidental damage' **we** mean damage that's sudden, unexpected and not done on purpose. There needs to be a one-off, specific event that caused the damage. For example, a football smashes **your** window or **you** spill a drink on **your** carpet.

It doesn't include damage that's due to a lack of maintenance or damage that happens slowly over time. For example, if **your** roof leaks because it hasn't been looked after properly, or **your** computer breaks down because it's old.

x **We** won't pay claims for damage caused by:

- **Your buildings** moving, settling or shrinking. When **we** say 'settling' **we** mean when the weight of the **buildings** causes the ground to move downward.
- Someone whilst they're hired to carry out any building, maintenance, improvements or repair work at **your home**.
- Water getting into **your home**.
- Household pets.

Away from home cover



Away from home cover

This is optional cover for **your contents** and **students' contents** when temporarily away from **your home**, anywhere in the world.

If **you** have chosen to cover a **specified item** away from **your home**, this item will be covered under this section up to the amount **you** have specified it for. No other items will be covered unless **you** have also chosen 'Away from home cover'.

Check your policy schedule to see what cover **you** have.

ⓘ When **we** say temporarily **we** mean for a short time. For example, on a day trip, or a holiday. It does not mean when kept away from **your home** most of the time. For example, in **your** holiday home, **your** caravan or in storage.

For **students' contents** **we'll** extend this time to provide cover whilst they're kept at the student accommodation. This doesn't include when the student is living away from the student accommodation for 60 days in a row or longer.

We'll pay claims where **your contents** and **students' contents** are lost or stolen whilst **you** or your **family** take them away from **your home**. **We'll** also pay claims if **students' contents** are damaged by something covered under points 1-8, 12 and 22 of your contents policy.

We'll pay claims for lost or stolen **money** whilst **you** or your **family** take it away from **your home**.

We'll also pay claims where **your contents** and **students' contents** are accidentally damaged away from **your home** if **you** have 'Accidental damage cover'. Check your policy schedule to find out if **you** have.

ⓘ When **we** say 'accidentally damaged' **we** mean damage that's sudden, unexpected and not done on purpose. There needs to be a one-off, specific event that caused the damage. For example, **you** drop **your** mobile phone on the pavement and the screen cracks.

It doesn't include damage that's due to wear and tear, or is as a result of normal use, or that happens slowly over time. For example, if **your** mobile phone breaks down because it's old, **your** drone crashes while **you're** flying it, or **your** rod snaps while **you're** fishing.

When and where are **your contents** covered?

We'll cover **your** things when they are temporarily away from **your home**.

We'll pay claims for:

- **Your** things if **you've** taken reasonable care to make sure they're not lost, stolen or damaged. For instance, if **you're** staying at a hotel, **you** should keep **your** valuables in a safety deposit box, or leave them with hotel security when **you** don't have them with **you**. If **you're** on a beach, don't leave **your** watch in **your** bag while **you** go for a swim if someone can't keep an eye on it for **you**.
- **Your** things stolen from an unattended vehicle, caravan or motorhome if it was locked and force and violence was used to get into it. The items must have been hidden in a locked boot, locked luggage box or glove compartment at the time.
- **Your** bikes if they are stolen from a public place or communal area as long as **you've** locked them to something fixed like a post or cycle rack.

ⓘ When **we** say 'communal area' **we** mean somewhere other people who don't live with **you** have access to. For example, a shared hallway in a block of flats or a shared bike shed.

What this policy doesn't cover

Some things aren't covered under any part of this policy. This section will tell **you** the things **you** can't make a claim for.

Wear and tear, normal use & damage over time

We won't pay claims for:

- Damage that happens as something gets older. This is known as 'wear and tear'. For example, **your** carpets getting dirty and worn, or the nails in **your** roof slates corroding, allowing the slates to slip and let water into **your home**.
- Damage due to normal use. For example, **your** rod snapping while **you're** fishing.
- Damage that happens slowly over time. This includes things like damp, condensation or rust.

Keeping **your home** in good condition

It's up to **you** to make sure **you** keep **your home** in good condition. **We** won't pay claims for the cost of maintaining **your home**. **We** also won't pay claims for the cost of any damage that happens due to a lack of maintenance. For example, water getting into **your home** because roof tiles are missing, or **your** shower leaking because the sealant or grout around it has failed.

Frost, rot, mould & fungus

We won't pay claims for damage caused by frost, wet or dry rot, mould or fungus. **You** might be covered if the wet or dry rot or mould is directly caused by something that's covered by the policy.

Insects, parasites & vermin

We won't pay claims for damage caused by insects or parasites, such as fleas or woodworm. **We** also won't pay claims for damage caused by vermin. Vermin are animals or insects that are considered pests. For example, rats, wasps and squirrels.

River & coastal erosion

We won't pay claims for damage caused by ground being worn away over time by water.

Repairs & bad workmanship

We won't pay claims for damage caused by:

- Renovations, repairs or maintenance work.
- Alterations, dyeing or cleaning.

We also won't pay claims for damage caused by:

- Bad workmanship or design.
- Unsuitable or faulty materials being used.

Mechanical & electrical faults

We won't pay claims if anything mechanical or electrical becomes faulty. **We** also won't pay claims if they break down.

Confiscation by the authorities

We won't pay claims if **you** had something taken away from **you** by Customs or any other officials.

War

We won't pay claims for anything that happens due to war, invasion or revolution.

Loss of value

We won't pay claims for the value of **your buildings** or **contents** going down as a result of repairs or replacements that are made.

Extra costs

We won't pay any claims for extra costs **you** have to pay that are the result of a claim **you're** making on this policy. For example, **we** won't pay for any financial loss like lost wages, or any costs such as phone calls or petrol. **We** also won't pay any costs **you** have to pay to get **your home** ready for repairs to be done. This includes removing furniture and throwing away any damaged **contents**. For example, the cost of removing carpets or fridge freezers.

Computer viruses

We won't pay claims for damage to electronic equipment caused by a computer virus or cyber attack. **We** also won't pay claims for any costs **you** have to pay due to a computer virus or cyber attack.

Deliberate acts

We won't pay claims caused by or resulting from any deliberate, malicious or unlawful act, or failure to act, by **you**, your **family**, your **domestic staff**, tenants or guests.

Terrorism

We won't pay claims for anything that happens because of any act of terrorism. When **we** say 'terrorism' **we** mean the use, or threat of use, of any force or violence for political, religious or ideological reasons. This includes trying to influence any governments or put fear into any section of the public.

Radiation

We won't pay claims for anything caused by nuclear explosions or radiation.

Sonic bangs

We won't pay claims for damage caused by pressure waves from aircraft.

Pollution

We won't pay claims for anything caused by pollution or contamination. **We'll** pay these claims if the contamination was caused by a sudden and unexpected accident that **we** can identify. **We'll** also pay these claims if it was caused by oil leaking from a heating system or tank in **your home**.

Making changes to your policy

It's important **you** keep **us** up to date with anything that might affect your policy. If any details change, **you**'ll need to let **us** know straight away. If **you** don't **we** might not be able to pay some or all of your claim. **We** could also cancel the policy.

You can tell **us** about any changes by calling **us** on



0345 604 6714

Lines are open 8am–6pm Monday–Friday and 9am–1pm Saturday.

You can also write to **us** about any changes at:



Bank of Scotland Home Insurance,
Home Customer Services, PO Box 786,
1 Lovell Park Road, Leeds LS1 9LH.

▶ **We**'ve listed the things **you** need to tell **us** below. **You** need to tell **us** about the following things before they happen.

- **You**'re changing your address.
- **You**'re having building work at **your home** costing more than £75,000.
- **You**'re leaving **your home** for 60 days in a row or longer with no-one living there. **You**'ll also need to tell **us** if **your home** doesn't have the things in it that are needed to live normally. For example, to cook, wash and sleep.
- Someone other than **you** and your **family** is going to be living at **your home**.
- Someone is going to be moving in with **you**, who has a separate tenancy agreement at the property.
- Another property is going to be **your** main home. For example, **your home** will only be used at weekends or during holidays.
- **Your home** is going to be used for business reasons, other than computer work, paperwork or phone calls by **you** or your **family**.

▶ **You** need to tell **us** about the following things as soon as **you** can.

- If **you** have a **contents** item worth more than £2,000 which has not been specified on your policy. **You** do not need to tell **us** about furniture which isn't antique or a home appliance.

! By 'home appliance' **we** mean an item used for household tasks, like a washing machine or dishwasher.

▶ After **you**'ve told **us** about the change, there are a few things **we** can do.

- Cancel the policy from the date of the change.
- Cancel the policy with reasonable notice.
- Keep covering **you** but update your policy to take account of the change. For example, change your cover levels or excesses.
- Put your premium up or down to take account of the change.
- Reduce or not pay any claim **you** made after the change.



It's really important **you** contact **us** to tell **us** about these changes. If **we** agree to keep covering **you** but the situation changes again, it's important to keep **us** up to date. For example, if **you**'ve told **us** that **you** are carrying out business use at **your home** and the type of business use changes, **you** must let **us** know straight away. **We** can then tell **you** what happens next.

Cancelling your policy

Within the first 14 days:

- If **you** change your mind, **we** can cancel your policy back to the start date and give **you** a full refund of your premium, unless **you** have made a claim.
- If **you** wish to cancel but would like to remain covered until the date **you** cancel, **you**'ll need to pay for the number of days cover **you**'ve received.

The first 14 days start on the day your policy starts, or **you** receive your documents – whichever is later.

If **you** cancel after the first 14 days:

- **You**'ll need to pay for the number of days cover **you**'ve received.
- **We**'ll refund **you** for the time left on your policy, as long as the refund is more than £1.

You can go online at:



bankofscotland.co.uk/cancelhome

You can call **us** on:



0345 604 6714

Lines are open 8am–6pm Monday–Friday and 9am–1pm Saturday.

You can also write to **us** at:



Bank of Scotland Home Insurance,
Home Customer Services, PO Box 786,
1 Lovell Park Road, Leeds LS1 9LH.

When **we** might cancel your policy

We can cancel your policy if:

- Something happens that **we** couldn't have predicted and was out of **our** control which means **we** can no longer insure **you**.
- **You** are threatening, aggressive or violent towards **our** staff, companies **we** work with or **our** property. This includes the use of threatening or aggressive language.
- **You** won't give **us** information to do with your policy or your claim that **we**'ve asked for.
- **You** don't pay your premium when it's due.

If **we** cancel your policy **we**'ll give **you** 14 days' notice in writing and **we**'ll refund **you** for the time left on your policy. But if there's evidence of fraud, or **we** think **you**'ve told **us** something that is wrong on purpose, **we** won't refund **you** and **we**'ll cancel your policy from the date of the fraud.

We can also cancel your policy as set out in the 'Making changes to your policy' section on page 24.

How to make a complaint

We hope **you're** happy with the service **you** receive. But if **you** feel that **we've** fallen short and **you're** unhappy with something, please get in touch and let **us** know.

To complain about home insurance

If your complaint is about home insurance cover, **you** can contact **us** in the following ways:



0800 096 6050



Customer.care.insurance@
bankofscotland.co.uk



Bank of Scotland Home Insurance,
Customer Care, Tredegar Park, Newport,
South Wales NP10 8SB.

If **you're** not happy with **our** response

If **you** are still not happy 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.

Taking a complaint to the FOS doesn't affect **your** legal rights. **You** can still decide to take **us** to court if **you** want to. If **you** do, this policy is governed by the law that applies to the part of the country **your home** is in. Any dispute will be dealt with by the courts in that part of the country.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

Your Legal Expenses cover



This cover only applies if you have Legal Expenses cover included on your policy. If your policy includes Legal Expenses, this will show within your Policy Schedule. Legal Expenses cover is provided by Arc Legal Assistance Limited.

In this document we will tell you a little more about how it works. We have tried to make it as clear as possible for you.

We're going to start by telling you how we use some specific words and phrases.

Then we will set out how to make a claim, what we do and don't cover, our conditions and how to make a complaint.

Words and phrases with a special meaning

We know legal terms can be confusing. We also use some common words in a specific way. Whenever you see these words and phrases in the Legal Expenses section of your policy booklet in **bold print** they will always have these same meanings.

We, Us, Our



In this section the words **we**, **us** or **our**, refer to Arc Legal Assistance Limited.

Arc Legal Assistance Limited administer this insurance policy, on behalf of the insurer, Royal & Sun Alliance Insurance Ltd.

You, Your

When **we** say **you** or **your**, **we** mean the person who has taken out this policy – the policyholder, and:

- any member of their family,
- unmarried partners,
- up to two unrelated people, like lodgers or friends.

All of whom live with the policyholder.

This includes students temporarily living away from the home.

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

Appointed Representative

This is the law firm, accountant or other suitably qualified person **we** will appoint to act for **you**.

Costs and Expenses

This includes all reasonable and necessary fees charged by the **Appointed Representative** in accordance with **our Standard Terms of Appointment**.

It also includes fees incurred by **your** opponents in civil cases if **you** have been ordered to pay them, or if **you** pay them with **our** agreement.

Countries Covered

- For Contract Disputes and Personal Injury claims this includes:

The United Kingdom of Great Britain and Northern Ireland, 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 this includes:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Data Protection Legislation

This simply means the **Data Protection Legislation** that is in force within the countries covered at the time of the **Date of Occurrence**.

The Date of Occurrence

For civil cases, **Date of Occurrence** is the date of the very first event that leads to a claim. This is the date when the event happened, not the date **you** first noticed it or told **us** about it.

For criminal cases, the **Date of Occurrence** is the date when **you** 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, of their intention to make enquiries.

For insured incident Personal **Identity Fraud**, the **Date of Occurrence** is a single act, or the start of a series of single acts, against **you** by one person or group of people.

Identity Fraud

This is where a person, or group of persons, knowingly use a means of identification that belongs to **you** without **your** knowledge or permission, with the intent to commit or assist another to commit an illegal act.

Insurance Period

This is the period in which **you** have insurance cover with **us**. The **Insurance Period** runs alongside the underlying home insurance policy and would be cancelled, suspended or withdrawn in line with the home insurance policy.

Our Standard Terms of Appointment

This sets out the terms and conditions (including the amount **we** will pay to an **Appointed Representative**) that apply to the relevant type of claim. This could include a conditional fee agreement such as “no-win, no-fee”.

Preferred Law Firm

This is a law firm or barristers’ chambers **we** choose to provide legal services. They are chosen because they have the proven expertise to deal with **your** claim. They must comply with **our** agreed service standard levels, which **we** audit regularly.

Reasonable Prospects

In civil cases, to qualify as reasonable, the prospect 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**.

Summary of Legal Expenses cover

If **you** have this cover it will be stated on **your** policy. The wording within this booklet only applies if **you** have Legal Expenses cover as part of **your** policy and should be read in conjunction with **your** home insurance terms and conditions.

Your policy schedule shows the address of the property that is covered and any special terms or conditions that may apply.

About this cover

In our everyday lives, we all face situations where we may need legal help if we run into difficulties.

This could be a problem with **your** employer, an injury that is the result of someone else's negligence, a dispute over faulty goods or services. These are all common issues that **you** may need expert help to resolve.

Your Legal Expenses cover is designed to give you the help **you** need to get the expert legal support.

You can get legal and tax advice 24 hours a day, 7 days a week, from **our** Legal Expenses Helpline.

You can call at any time for expert advice and guidance.

Legal Assistance

It can be stressful and take a long time to appoint a solicitor. **You** may not always achieve **your** desired outcome.

Our Legal Assistance service will help **you** understand some of the other ways to resolve **your** problem.

We can give **you** advice and guidance on alternative dispute resolution and self-help services including online legal documents. This may help **you** avoid lengthy court processes.

All **you** need to do to access the Legal Assistance service is call the Legal and Tax Advice line on **0345 300 1821**.

The insurance provided in respect of Legal Expenses in this section has been arranged by Lloyds Bank Insurance Services Limited and is administered by Arc Legal Assistance Limited, on behalf of the insurer, Royal & Sun Alliance Insurance Ltd.



If **you** make a claim, and **you** decide not to use the services of a **Preferred Law Firm**, **you** will be responsible for any costs that fall outside **our Standard Terms of Appointment**, these will not be paid by **us**. Full details of the cover offered are provided on page 34.

How to make a claim under your Legal Expenses cover

1

What **you** need to do

If **you** have a legal problem that **you** may require help with, and **your** policy includes Legal Expenses cover then **you** can call the legal helpline on:



0345 300 1821

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



Do not ask for help from a lawyer, 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

▶ **Getting legal advice:**

If **you** only need legal advice, depending on availability, **you** may be put through to a legal advisor straight away, or **you** could be offered a call back at a time to suit **you**.

We will give **you** initial advice, **we** will let **you** know **your** legal rights. **We** will tell **you** 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.

▶ **Making a claim:**

At this stage if **you** want to make a claim, because legal matters can be so complex, **we** will not be able to confirm whether **you** definitely are covered.

In order to make a claim the legal helpline will ask **you** to submit a claim to **us** on **our** website by visiting <https://claims.arclegal.co.uk> Alternatively, the legal helpline can send **you** a claim form to complete and return by email or by post. If **your** legal problem is not covered under this legal expenses cover, the legal helpline may be able to offer **you** assistance under a private funding arrangement.

Get in touch

Legal and Tax Advice Helpline



0345 300 1821

Provided **you** have Legal Expenses cover included on **your** policy, then **you** can call this 24 hour 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.

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 **our Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **Appointed Representative**) is currently £130 per hour. The 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.

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**.

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.

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.

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
- 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.
- 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.

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.

What **we** do and don't 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**.
- Any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **Countries Covered**.
- **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 £130 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 to this cover.

✗ **We** will not 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 event which leads to a claim that occurs before the **Insurance Period**.
- **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 Arc Legal Assistance Limited, or Royal & Sun Alliance Insurance Ltd not otherwise dealt with under Claims procedure and conditions - 'Arbitration'.
- 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**.
- Any claim where **you** are not represented by a **Preferred Law Firm**, accountant or other suitably qualified person **we** appoint.
- Any claim relating to a dispute between anyone living at the policyholder's address. This includes a dispute about an incident that happened whilst they lived there, even if they've moved out.

! 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

We will cover the **Costs and Expenses** for the following:

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

✗ **We** will not cover:

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

Contract Disputes

We will cover the **Costs and Expenses** for the following:

- **Your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for the buying or hiring in of any goods or services, or the selling of any goods.
- **Your** legal rights in a contractual dispute or for misrepresentation arising from an agreement or alleged agreement which **you** have entered into for the buying or selling of **your** principal home.

Provided that:

- **You** have entered into the agreement or alleged agreement during the **Insurance Period**.
- The amount in dispute is more than £100.

✗ **We** will not cover any claim relating to the following:

- A contract regarding **your** 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

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

✗ **We** will not cover any claim relating to the following:

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

Clinical negligence

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**.

- ✗ **We** will not cover any claim relating to the following:
- 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

We will cover the **Costs and Expenses** if **you** are subject to 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.

- ✗ **We** will not cover:
- 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

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

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

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

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



Jury Service and Court Attendance

We will cover the **Costs and Expenses** for the following:

- **Your** absence from work.
- To attend any court or tribunal at the request of the **Appointed Representative**.
- To perform jury service.

ⓘ 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**.

✗ **We** will not cover:

- Any claim if **you** are unable to prove **your** loss

Legal Defence

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

- **You** being prosecuted in a court of criminal jurisdiction.
- Civil action being taken against **you** under discrimination legislation or **Data Protection Legislation**.

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

✗ **We** will not cover claims relating to:

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

Personal Identity Fraud

We will cover **Costs and Expenses** arising from an event where **you** are the victim of **Identity Fraud**:

- To defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation from which **you** are alleged to have purchased, hired or leased goods or services. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **Identity Fraud**.
- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **Identity Fraud**.
- In order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of **Identity Fraud**.

✗ **We** will not cover claims:

- Where **you** did not take action to prevent yourself from further instances of **Identity Fraud** following an insured incident.
- Where the **Identity Fraud** has been carried out by somebody living with **you**.
- For **Costs and Expenses** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

ⓘ **You** must agree to be added to the CIFAS Protection Register if **we** recommend it.

How to make a complaint relating to Legal Expenses

Legal Expenses cover is administered by Arc Legal Assistance Limited. It is underwritten by Royal & Sun Alliance Insurance Ltd. If you've a complaint related to this cover you should contact Arc Legal Assistance.



01206 615 000



customerservice@arclegal.co.uk



Arc Legal Assistance Limited,
c/o 1 Hagley Court North,
The Waterfront, Brierley Hill,
West Midlands DY5 1XF.

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

If **you** are still not happy 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.

Taking a complaint to the FOS doesn't affect **your** legal rights. **You** can still decide to take **us** to court if **you** want to. If **you** do, this policy is governed by the law that applies to the part of the country **your** home is in. Any dispute will be dealt with by the courts in that part of the country.

If you need this communication in another format, such as large print, Braille or audio CD, please contact us.

You can call us using Relay UK if you have a hearing or speech impairment. There's more information on the Relay UK help pages www.relayuk.bt.com

SignVideo services are also available if you're Deaf and use British Sign Language:
bankofscotland.co.uk/contactus/signvideo

If you need support due to a disability please get in touch.

Additional information

Bank of Scotland Home Insurance 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 administered by Arc Legal Assistance Limited, and underwritten by Royal & Sun Alliance Insurance Ltd, registered in England and Wales No. 93792. Registered Office: St. Marks Court, Chart Way, Horsham, West Sussex RH12 1XL.

Both Lloyds Bank General Insurance Limited and Royal & Sun Alliance Insurance Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Calls and online sessions may be monitored and recorded. Not all Telephone Banking services are available 24 hours a day, seven days a week.

This information is correct as of May 2024.

Get in touch

General enquiries



0345 604 6714

Household claims



Register your claim online 24/7 at:

bankofscotland.co.uk/make-a-claim



Or call:

0345 604 6714

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

Legal Expenses Helpline



0345 300 1821

Provided you have Legal Expenses cover included on your policy, then you can call this 24 hour number.

