



Home Insurance

Policy Booklet

Inside you'll find full details
of your Value Home Insurance

tescobank.com

TESCO Bank | *Every little helps*

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Welcome to your Tesco Value Home Insurance Policy

Thank you for choosing Tesco Home Insurance. Tesco Home Insurance is arranged by Tesco Personal Finance plc (trading as Tesco Bank), acting on behalf of the insurer specified in **your Schedule**. The policy is underwritten by the insurer specified in **your Schedule**. Our aim is to provide **you** with peace of mind when it comes to looking after **your** household insurance needs and to make **your** insurance cover clear and easy to understand.

You should read this Policy Booklet along with **your Schedule** and **Statement of Fact** as they give **you** full details of **your** cover. If **you** have any questions about **your** policy documents, if any details are incorrect on any of the documentation **you** have received, or if **you** wish to make a change to **your** policy, please call the Customer Services Line.

Throughout this policy some words are in **bold**. The meanings of these words are explained in the section headed 'Meanings of words' starting on page 13.

If you need to make a claim

We know how stressful it can be when **you** need to make a claim, however the sooner **you** report it, the sooner **we** can help **you**.

Call the 24-hour UK-based claims line highlighted on **your Schedule**. It will be useful if **you** have **your** policy number.

Once **you** have called **we** will register **your** claim, confirm what **you** are covered for and give **you** a claim number to quote. **We** will talk **you** through the next steps, confirm what **excesses** will apply (this is the amount **you** pay towards any claim) and, subject to the terms of the policy, **we** will decide to either:

- arrange for repairs to be carried out in a timely manner;
- arrange to replace any lost, damaged and stolen items directly to **you**; or
- pay **you** the cash value of the lost, damaged or stolen items.

Where **we** have offered to repair or replace any item and **you** instead request for **us** to pay a cash value, **we** will not pay **you** more than the amount it would have cost for **us** to repair or replace the item.

You should read this Policy Booklet for information on what is and is not covered and **your** Policy **Schedule** for details of any **excesses** and limits that may apply.

Handy phone numbers

If **you** have any questions or would like to make a change to **your** policy, please do not hesitate to call the Customer Services Line below. After all, **we** are here to help **you**.

Customer
Services Line

0345 674 6666

Lines are open: Monday to Friday 8am-9pm, Saturday and Sunday 9am-5pm

Calls may be monitored and recorded for training purposes, to improve the quality of service and to detect and prevent fraud.

Dealing with others on your behalf

If **you** require additional support to access or service **your** policy, the **administrator** can allow others to deal with **your** policy on **your** behalf.

You can nominate a representative to deal with **your** policy on **your** behalf. A nominated representative will be able to do everything that **you** can do under the policy (including, for example, update personal information, make changes to the policy cover, and take decisions on **your** behalf). However a nominated representative cannot cancel the policy – only **you** will be able to do this.

Any person dealing with **your** policy on **your** behalf will still need to be able to answer the **administrator's** security questions. As the **administrator** will treat any instruction from a nominated person as if it has come from **you**, please give careful consideration to who **you** wish to nominate to act on **your** behalf.

If **you** would like to appoint a representative, remove the authority for any person to deal with **your** policy, or would like further information, please contact the **administrator** on **0345 674 6666** (Lines are open Monday to Friday 8am-9pm, Saturday to Sunday 9am-5pm).

Please note, the **administrator** will share information about **you** and **your** policy with anyone dealing with **your** policy on **your** behalf.

Bright Ideas

Look out for bright ideas from Tesco Bank which aim to help you make your home more secure and protect your belongings. References will be made to this section at relevant points in your Policy Booklet. Please note these are helpful tips and do not form part of your policy.

Minimising flood impact

No one wants to think about the possibility of flooding, however, there are things that you can try to do to protect your home and possessions and limit any damage.

- Listen to local radio and TV for severe weather warnings.
- The Environment Agency has a flood line service available throughout the UK.
- If your area is at risk of flooding, or you would like information on what to do in the event of a flood, call the Environment Agency on **0345 988 1188** or go online at **www.environment-agency.gov.uk**.
- Should your area be given a warning, where possible, try to move as much furniture and items as possible to a higher level. Lift furnishings off the ground.
- Placing sandbags by external doors could reduce the flow of water into the property.

Preventing frozen pipes

Un-insulated pipes exposed to freezing temperatures can cause water to freeze and expand inside them. This can result in burst pipes and leaking once the water thaws.

- Make sure tanks and pipes especially within the loft are in good condition and well insulated.
- If going away during the winter months, maintain central heating at a moderate level.
- In the event of a burst pipe, turn off the stop clock (usually found underneath the sink, below the stairs or the cellar).

Maintaining your home

A regular home check is a great way to keep on top of maintenance, minimise wear and tear and prevent installation breakdowns.

- Check guttering and drainage for signs of blockages. Use a cover over drains to keep out leaves etc.
- Clear vegetation at least annually.
- Check the outside of your home for any essential work – ensure roofs and walls are in good order, check exterior paintwork, pointing, fences etc. Check for dry and wet rot.
- Get an engineer who is on the Gas Safe Register to inspect gas installations annually or in accordance with the manufacturer's guidelines.
- Get electrical installations in the home checked every 10-15 years.

Taking simple fire safety measures

The most common cause of fire in the home is cooking. Many fires could be prevented by following a few simple steps.

- Never leave pans or candles unattended.
- Keep portable heating or cooking appliances away from furnishings and other flammable items.
- Don't overload electrical sockets.
- When frying, don't over-fill the pan with oil or fat. If it overheats turn the heat supply off and place a lid or wet towel over the pan and leave to cool. Never pour water directly onto a chip pan fire.
- Install a smoke alarm and a carbon monoxide detector. Check batteries once a month and change every year (or as per the manufacturer's guidelines). For added peace of mind you could have a fire extinguisher and blanket in the house.
- Visit www.firekills.direct.gov.uk for more advice.

Making your home more secure

Basic security measures, such as door and window security, interior light timers and sensor lights can help prevent burglaries.

- We recommend that your final exit doors should be fitted with at least a 5 lever mortice deadlock and all accessible windows should have key operated window locks.
- Intruder alarms can act as a deterrent to burglars. They also alert neighbours that there may be intruders on your property. If you are considering installing or upgrading an alarm we would recommend that you take advice from a professional alarm installer or your local crime prevention officer. Security lighting can also act as a deterrent for burglars.
- When nobody is in your home, lock all outside doors and windows that can be reached easily. Outside, always make sure you put tools away and lock garden gates, sheds and garages.

Securing your outbuildings and garages

Outbuildings are prime targets for thieves as they are often more easily accessible.

- Reduce the theft risk by fitting locks on doors and windows.
- Putting up blinds to windows can also help to hide items from view.
- Lock portable items such as lawnmowers and power tools, and place tools and electrical equipment in containers.
- Don't leave ladders and tools outside as they can be used to access the house.

Keeping your valuables safe

High value items, such as jewellery, silverware or works of art and some electrical equipment, are a target for thieves, especially if they are portable.

- Keep valuables out of sight where possible, particularly when the property is empty.
- If you have expensive/valuable jewellery consider storing them in a safe or even in a bank safe deposit.
- Don't leave car keys in a visible or obvious place by the door, as burglars can get away with more items in your car!
- Compile a photographic/video record of all valuables within the home and store this securely. Retain all receipts, valuations, instruction booklets and manuals.
- Security mark your valuables with your name, postcode and house number. If you are burgled, it'll be easier to identify and recover your possessions and it can help when you make a claim.

Protecting your home while you are away

An empty home is an obvious target for thieves, and a higher risk for damage going unnoticed.

- Ask friends, family or neighbours to call in regularly to check the property and if possible remove mail from the letterbox and close curtains at the end of each day.
- Use light time switches.
- Keep valuable items out of sight and away from windows.
- Turn off your water supply if it's not required for heating.

Help with flood or storm damage claims

If your home is affected by a flood or storm, we can help manage the consequences.

- Inform us as soon as possible of any damage.
- Don't use gas or electric services until they have been professionally checked.
- Don't throw away damaged items. Store them in a dry place as they could help support your claim. We'll be able to tell you what items you need to keep.

More bright ideas

If you would like more information about ways to protect your home and the things in it, try some of these websites.

www.neighbourhoodwatch.net

Building secure confident neighbourhoods, why not read up on setting up your own Neighbourhood Watch scheme?

www.environment-agency.gov.uk

Find out how you can make your environment a better place – for you, and for future generations.

www.gassaferegister.co.uk

The Gas Safe Register has replaced CORGI in Great Britain and the Isle of Man. By law, anyone carrying out work on gas installations and appliances in your home must be on the Gas Safe Register.

www.crimereduction.gov.uk

Providing information and resources for people working to reduce crime in their local area.

The contract of insurance

This policy together with the **Schedule** and **Statement of Fact** form a contract of insurance between **you** and **us**. This Policy Booklet contains important information about what is covered and what is not covered under this policy. **Your Schedule** will show the details of **your** cover, including which sections of the policy apply and any **excesses** that apply if **you** make a claim.

In return for **you** paying the premium or agreeing to pay the premium, **we** will provide cover, under the terms and conditions of this policy and the **Schedule** for:

- (i) loss and/or damage to **your buildings**;
- (ii) loss and/or damage to **your contents**; or
- (iii) certain liabilities incurred by **you**

which occur during the **period of insurance** or as set out in this policy.

Making a false statement, misrepresenting or withholding information from the **administrator** could result in **your** policy being voided, as if the policy never existed. As a result all claims under **your** policy will be refused, all premiums that **you** have paid will be retained and all premiums due to be paid will still be collected. It is **your** responsibility to ensure that all the information that has been given by **you**, or that has been given on **your** behalf, is true and complete. If there are any errors on **your Statement of Fact** or **Schedule**, or the information is not correct, **your** policy may be voided. Please contact the **administrator** if **you** are in any doubt that **your** policy details are correct to ensure that **you**, and any other individual covered by **your** policy, continue to have the full protection of **your** policy.

Please check all documents carefully to make sure that the cover meets **your** needs.

Thank you for choosing the Tesco Bank Value Home Insurance Policy.

Policy conditions

1 Cancelling the policy

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to notify the **administrator** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, **we** will refund **your** full premium less the amount of any claim **you** have made.

You may cancel **your** policy any time after the cooling-off period by notifying the **administrator**. **We** will refund any premium paid for the remaining **period of insurance**, less any **administrator's** cancellation charge, as long as **you** have not made any claim in the current **period of insurance**.

We or the **administrator** can cancel this policy at any time, for a valid reason or if there are serious grounds to do so, by sending **you** seven days notice in writing. **We** will send the notice to the last known address **we** have for **you**. **We** will refund **your** premium for the time that was left on **your** policy as long as **you** have not made a claim. Examples of valid reasons or serious grounds may include, but are not limited to:

- Non payment of premium (including missed direct debit payments) that is not resolved following **our** reminders.
- Failing to comply with the policy conditions, as outlined in the policy booklet.
- Failing to cooperate and/or provide the necessary information required to enable **us**, or the **administrator**, to administer **your** policy, claim or investigate fraud.
- Where threatening, abusive or offensive behaviour has been used towards **us** or the **administrator**.
- Where any change **you** tell us about occurring during the term of **your** policy that alters the information on **your** policy documents resulting in **us** no longer being able to continue cover.

We will cancel this and any related policy with immediate effect if any claim or part of any claim is made fraudulently or falsely.

2 Changes you must tell us about

You must tell the **administrator** about any change to the information **you** have previously provided.

Please inform the **administrator** immediately if **you** are in any doubt that the information contained within **your statement of fact** and **Schedule** is correct and up to date to ensure that **you**, and any other individual covered by **your** policy, continue to have the full protection of **your** policy.

Some examples of changes **you** must tell **us** or the **administrator** about are as follows:

- change of address;
- any building work;
- **your home** becoming, or **you** intend for **your home** to become, **unoccupied**;
- **you** plan to let or rent out **your home**;

- change of occupation;
- additions to, or increases in the value of, **your contents, valuables** or jewellery;
- **you** plan to use the **home** for any business use, with the exception of childminding, clerical or administrative work;
- **you** or any person usually living with **you** has any unspent criminal convictions, has been declared bankrupt and/or has any unsatisfied County Court judgements; or
- any loss or **incident** that may cause a claim (even if **you** are not making a claim in respect of that loss or **incident** under the policy).

As a result of the change, **your** premium may increase or decrease and the terms of **your** policy may be amended, depending on what the change is. Following any changes the **administrator** will advise **you** of any adjustment (if applicable) to **your** premium or any changes to the terms.

Please remember that if **you** do not tell **us** or the **administrator** about changes, **we** may refuse to pay a claim, or pay only part of a claim under this policy.

Making a false statement, misrepresenting or withholding information from **us** or the **administrator** could result in **your** policy being voided, as if the policy never existed. As a result all claims under **your** policy will be refused and all premiums that **you** have paid may be retained. It is **your** responsibility to ensure that all the information that has been given by **you**, or that has been given on **your** behalf, is true and complete. If there are any errors on **your statement of fact** or **Schedule**, or the information is not correct, **your** policy may be voided.

3 Preventing loss

You must take all reasonable steps to:

- keep **your home** in a good state of repair; and
- avoid or limit any loss, damage or injury.

Please refer to Bright Ideas on pages 4, 5, 6 and 7 for some helpful hints.

4 How to make a claim

Buildings and/or **Contents**

You must do the following as soon as reasonably possible if **you** need to make a claim:

- Call the claims number noted on **your Schedule** to report the **incident**.
- Take reasonable action to protect the property from further loss or damage.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Do all **you** can to get back any property which has been lost.
- Tell the police within 24 hours if any property has been lost outside the **home** or if **you** suspect a loss involves theft, malicious damage or riot.
- **We** will only ask **you** to provide information and assistance that is relevant to **your** claim. **You** must cooperate with **us** fully in providing such information and assistance. **We** may require proof of ownership and/or proof of loss (e.g. receipts, valuations, photographs, instruction booklets and guarantee cards).

- Not incur any costs without **our** agreement before any work commences.
- Report the loss or theft of **money** to the local police within 24 hours of discovering it has been lost or stolen.
- Report the loss or theft of any **credit card** to the local police and credit card company within 24 hours of discovering it has been lost or stolen.

Except with **our** written consent **you** must not:

- Admit or deny responsibility for any **incident**; or
- Negotiate or settle any claims made against **you** by anyone else; or
- Throw away, get rid of or destroy any items that are damaged until **we** agree.

If **you** and **your** family do not comply with the above conditions **we** may, at **our** option, cancel the policy and/or refuse to deal with **your** claim.

Once **you** have made a claim under this policy **we** will have the right to negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**.

We can also take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this policy. **We** will aim to answer all correspondence within five working days of receiving it.

5 Other insurance policies

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

6 Fraud

We will not pay any claim which is in any way fraudulent, such as false or exaggerated. If **you**, any person insured under this policy, or anyone acting for **you** makes, or attempts to make a fraudulent claim, **we** will cancel **your** policy from the date of the fraudulent act, reject the claim and any subsequent claims and retain any premiums paid. **We** will notify **you** if **we** do this.

If **we** have to make any payments to a third party for any loss or damage **you** have caused to them or their property, **we** have the right to recover those costs from **you**.

Additionally, if **we** have made any payments to **you** in respect of the fraudulent claim **you** must repay that sum to **us**. However, these provisions will not affect any valid claim occurring before the fraudulent claim.

If there has been fraudulent activity to secure cover or benefits under this policy or secure cover at a lower price, this will result in **your** contract of insurance being voided (as if the policy never existed), all claims under **your** policy being refused and all premiums that **you** have paid being retained.

We may also notify the relevant authorities, so that they may consider criminal proceedings.

7 Renewal

Approximately 21 days before **your** Tesco Bank Value Home Insurance policy comes to an end the **administrator** will send either:

- **your** insurance renewal invitation confirming the details of **your** next year's premium, any changes to the terms and whether **you** need to contact the **administrator** to complete **your** renewal; or
- confirmation that the **administrator** is unable to renew **your** policy, so that **you** can arrange alternative insurance.

If **your** policy renews automatically and **your** details have changed or **you** do not wish to renew **your** policy or any of **your** optional extra covers, **you** must inform the **administrator** before **your** renewal date, otherwise **your** policy will be renewed on the terms described in **your** renewal invitation. If **your** policy renews automatically but the **administrator** is unable to automatically renew any part of **your** Tesco Bank Value Home Insurance policy such as an optional extra cover **you** held during the previous **period of insurance**, they will let **you** know within **your** renewal invitation and will confirm the steps **you** need to take to complete **your** renewal of that part of **your** policy. If the **administrator** does not receive **your** required confirmation before **your** renewal date, the specific part of **your** policy that the **administrator** can not automatically renew will end on the date noted on **your schedule**, however the rest of **your** policy (including optional extras that the **administrator** is able to automatically renew without further steps from **you**) will be renewed.

For automatic renewals, payment will be taken from the card/account details most recently provided. If **you** are not the card or account holder **you** must ensure that the card/account holder has agreed to make the renewal payment and **you** must tell them of any changes to the amount.

If **your** policy does not renew automatically, **you** will need to contact the **administrator** to complete **your** renewal, and make payment, otherwise **your** policy will not be renewed.

If the **administrator** places **your** Tesco Bank Value Home Insurance with a different insurer, selected from the **administrator's** range of insurance providers, from the renewal date of **your** existing policy, they will let **you** know within **your** renewal invitation.

8 Inflation Protection at renewal

Buildings

Your maximum claim limit may be adjusted in line with the House Rebuild Cost Index prepared by the Royal Institute of Chartered Surveyors or another recognised index on **your** renewal date. If the **maximum claim limit** changes, **your** renewal premium will be based on the **maximum claim limit** shown on **your** renewal notice. **We** will not reduce **your maximum claim limit** if an index value reduces, unless **you** ask **us** to.

Contents

Your maximum claim limit may be adjusted in line with the Consumer Durables Index of the Retail Price Index or another recognised index on **your** renewal date. If the **maximum claim limit** changes, **your** renewal premium will be based on the **maximum claim limit** shown in **your** renewal notice. **We** will not reduce **your maximum claim limit** if an index value is reduced, unless **you** ask **us** to.

9 Rights of third parties

No third party shall have any rights under this policy or the right to enforce any part of it unless provided for by law or expressly stated in this policy.

10 The law and language that applies

English law will apply to this contract, unless **we** and **you** agree otherwise. All information relating to this contract will be in the English language.

11 No claims discount

If **you** have not made a claim during the **period of insurance** immediately before **you** renew **your** policy **we** will include any available discount in **your** renewal premium. **You** may not transfer this discount to any other person. If a claim is made during a **period of insurance** the discount will be reduced in accordance with **our** then current scale.

Meanings of words

Certain words in this policy are printed in bold. These words have particular meanings which are shown below.

Accidental damage	Sudden, unexpected physical damage which has not been caused deliberately.
Administrator	Tesco Personal Finance plc (trading as Tesco Bank) 2 South Gyle Crescent, Edinburgh EH12 9FQ
Bedroom	A room used as or originally built to be a bedroom .
Buildings	The main building and any other permanent structure within the boundary of your home including the following: <ul style="list-style-type: none">• fixtures and fittings (including landlord's fixtures and fittings);• greenhouses, conservatories and garages that have permanent foundations or bases;• permanent swimming pools built of brick, stone or concrete;• hard tennis courts and permanently fixed hot tubs or Jacuzzis;• sheds, patios, terraces, drives, paths and carports;• garden walls, hedges, gates and fences;• service tanks, drains and septic tanks; or• pipes and cables and central heating fuel storage tanks.
Business equipment	Computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones or personal digital assistants) and office furniture related to you or your family's occupation (whether engaged in a full-time or part-time basis).
Computer viruses	A corrupting instruction from an unauthorised source that introduces itself through a computer system or network.
Contents	Household goods, valuables , business equipment , money , credit cards , personal possessions , aerials and satellite dishes you , your family or visitors own or are legally responsible for including: <ul style="list-style-type: none">• domestic garden machinery that does not have to be licensed;• wheelchairs;• registered disabled person's buggies that are not licensed for road use;• electrically or mechanically propelled toys and models that are not licensed for road use; or• golf trolleys which are controlled by someone on foot but excluding: <ul style="list-style-type: none">• motorised vehicles (including parts and accessories) except domestic motorised vehicles and motorbike helmets and motorbike clothing;• aircraft including gliders, hang-gliders and microlights;• caravans;• trailers;• water craft and hovercraft;• parts and accessories in or attached to caravans, trailers, boats or motor vehicles;

Contents (continued)	<ul style="list-style-type: none"> • any living creature; • permanently fitted interior decorations; or • property held or used for any profession, business or employment other than business equipment.
Credit cards	Credit cards , cheque cards, charge cards, debit cards, cash cards and store cards, but not cards held for business purposes.
Domestic motorised vehicles	The following motorised vehicles used in or around the home: <ul style="list-style-type: none"> • domestic garden machinery that does not have to be licensed; • wheelchairs and disabled persons' buggies that are not licensed for road use; or • electrically or mechanically propelled toys, models and golf trolleys controlled by someone on foot.
Endorsement	An agreed change to the terms of the policy as shown in your policy Schedule .
Excess	The amount you must pay towards any claim.
Family	Your husband, wife, civil partner, children, foster children and any other person who permanently lives with you , but not lodgers or any other paying guests.
Flood	Water external to the home entering the home at, or below ground level.
Heave	The upward or sideways movement of the site on which your buildings are situated caused by swelling of the ground.
Home	The property at the address stated in the Schedule , used by you for domestic and home working purposes only.
Home working	Any administrative, clerical, childminding work or any other work carried out by you at your home , agreed by us and confirmed in writing by the administrator .
Incident	An event that might lead to a claim.
Landslip	Sudden movement of soil or rocks on a slope or gradual creep of a slope over a period of time.
Main building	The house, bungalow, flat or maisonette which is situated at the home and in which you or your family live.
Maximum claim limit	The most we will pay for any one claim under any section (or its extension) as shown in the Schedule . If the limits shown in your Schedule are not enough, please contact the administrator .
Money	Cash, cheques, money orders, postal orders, unused current postage stamps (that are not part of a collection), National Savings Stamps, National Savings certificates, share certificates, premium bonds, luncheon vouchers, traveller's cheques, travel tickets, season tickets, phone cards, gift tokens and other tokens with a cash value, but not items used for business purposes.
Period of insurance	The length of time that the contract of insurance applies for. This is shown in the Schedule .

Personal possessions	Items that you or your family wear or normally take around with you including handbags, baggage, clothing, jewellery, watches, prams, binoculars, portable medical equipment, sports equipment, musical and photographic equipment and furs. Personal possessions are included within the meaning of contents within your home . If you have selected the personal possessions cover extension, the value of your personal possessions will be included in the total replacement value of your contents . Any specified items will be included within the total replacement value of your contents . The claims limit can be found on your Schedule .
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within 10 years of construction.
Statement of Fact	The Statement of Fact contains information you gave us . This includes information given on your behalf.
Schedule	The document that shows: <ul style="list-style-type: none"> • your name and address; • the period of insurance; • the sections of this Policy Booklet that apply; • the excesses which apply; • the premium you must pay; • the home that is insured; • the maximum claim limits, and • details of any extensions or endorsements to your cover. <p>We issue a Schedule with each new contract of insurance, when you renew the policy and when we change the policy cover.</p>
Specified items	Items that have been individually identified to us and are shown in your Schedule .
Subsidence	Downward movement of the site on which the buildings are situated by a cause other than the weight of the buildings themselves or the sea or river wearing away the land.
Unoccupied	Not lived in or not intended to be lived in for more than 60 days in a row.
Unfurnished	Does not have enough furniture in it for normal living purposes.
Valuables	Jewellery, watches, furs, items made from gold, silver and other precious metals, works of art and collector's items, collections of stamps, coins or medals, precious stones, photographic equipment, binoculars, telescopes, musical instruments, guns. We treat pairs or sets of items as one item.
We, our, us	The authorised Insurer or Lloyd's syndicate shown on the current Schedule .
You, your	The person or people named as the Policyholder in the Schedule .

Section 1 – Buildings cover

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>Your buildings are covered for loss or damage arising as a result of the insured causes listed below. The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for Buildings.</p>	<p>Loss or damage to any of the following unless we agree otherwise in writing:</p> <ol style="list-style-type: none"> 1 Any structure which is not on a permanent foundation or base; 2 Tree houses; 3 Inflatable structures of any kind; 4 Any structure which is made of canvas, PVC or any other non-rigid material, and structures that are open on one or more sides unless defined under Buildings; or 5 Any structure not within the boundary of the home. <p>The total excess shown in the Schedule for every claim.</p> <p>The excess for cause 9 subsidence, heave or landslip is reduced to £100 if the main building was built within the last 10 years.</p> <p>Any amount above the amount shown in the Schedule.</p>
<p>1 Fire, lightning, explosion or earthquake. (Please refer to Bright Ideas on page 5.)</p>	<p>1 Singeing, scorching or melting.</p>
<p>2 Smoke.</p>	<p>2 Damage caused by smoke that happens gradually over a period of time.</p>
<p>3 Riot, civil commotion, labour disputes or political disturbances.</p>	<p>3 Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.</p>

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

- 4 Collision with the **buildings** by the following:
- trains, trams or other vehicles;
 - aircraft or other flying objects or anything dropped from them;
 - animals, birds or insects;
 - telegraph poles and lamp posts;
 - falling branches or trees;
 - fireworks; or
 - falling satellite dishes or aerials.

- 5 Storm or **flood**. (Please refer to Bright Ideas on pages 4 and 6.)

- 6 Theft or attempted theft. (Please refer to Bright Ideas on pages 5 and 6.)

- 7 Vandalism or malicious acts.

What is not covered*

- 4 The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged **your buildings**.
Damage caused by cutting down all or part of a tree.

- 5 Loss or damage:
- to gates, hedges or fences;
 - that does not arise from one identifiable event which directly and immediately caused the loss or damage; or
 - caused by **subsidence**, ground **heave** or **landslip** (this damage is covered by cause 9).

- 6 Theft or attempted theft:
- by **you** or any member of **your family**;
 - when **your home** is lived in or occupied overnight by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**; or
 - when **your home** is **unoccupied**.

- 7 Vandalism or malicious acts caused:
- by **you** or any member of **your family**;
 - when **your home** is lived in or occupied overnight by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**; or
 - when **your home** is **unoccupied**.

What is covered	What is not covered*
<p>8 Water or oil escaping from any fixed domestic water or heating installation, including underground drains and pipes or from any domestic appliance.</p>	<p>8 Loss or damage:</p> <ul style="list-style-type: none"> • when the home is unoccupied; • that happens gradually over a period of time; • to the fixed domestic water or heating installation; • caused by subsidence, heave or landslip (this damage is covered by cause 9); or • caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding.
<p>9 Subsidence or ground heave of the site on which the buildings of your home stands, or landslip.</p>	<p>9 Loss or damage:</p> <ul style="list-style-type: none"> • to the buildings or their foundations by settlement; unless the settlement is caused by subsidence of the site on which the buildings stand; • to the buildings or their foundations because the materials they are built from shrink or expand; • caused by the sea or river wearing away the land; • caused by faulty workmanship, faulty materials or faulty design; • caused by the buildings being demolished, altered or having structural repairs carried out; • to solid floor slabs resulting from them moving unless the foundations beneath the outside walls of the building are damaged at the same time and by the same cause;

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

What is not covered*

10 Plumbing Installation.

We will pay for damage to any part of the plumbing installation in the **buildings** caused by freezing or bursting. (Please refer to Bright Ideas on page 4.)

10 Loss or damage:

- to walls, gates, hedges, sheds, greenhouses, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, terraces, service tanks, drains, pipes, cables and central fuel storage tanks, unless the **main building** is damaged at the same time and by the same cause; or
 - for which compensation is provided by legislation or contract.
- caused by rust, corrosion or wear and tear;
 - caused when **your home** is **unoccupied** or **unfurnished**;
 - caused by faulty workmanship; or
 - caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding.

11 Service pipes and cables.

The cost of repairing **accidental damage** to underground drains, pipes, cables and tanks which **you** are legally responsible for and which provide services to and from **your home**.

11 Natural failure, wear and tear of drains.

Loss or damage caused by faulty workmanship, faulty materials or faulty design.

12 Fees and clearance costs.

We will pay for necessary expenses for rebuilding or repairing the **buildings** as a result of damage insured under this section, including:

- architects', surveyors', consultants and legal fees;
- the cost of clearing the site and making it and the **buildings** safe; or
- clearing drains, demolishing, shoring or propping up the **buildings**.

What is covered	What is not covered*
<p>13 Local Authority requirements.</p> <p>We will pay any costs that are necessary to keep to any Government or Local Authority requirement for rebuilding or repairing the buildings as a result of damage insured under this section.</p>	<p>13 Costs where you had already been told about the requirement before the damage happened.</p>
<p>14 Alternative accommodation and rent.</p> <p>We will pay the costs of alternative accommodation for you, your family and your domestic pets if the buildings cannot be lived in because of damage insured by this cover.</p> <p>If you rent out part of your home or are a tenant, we will pay the rent that you should have received or are responsible for paying while the buildings cannot be lived in as a result of damage insured under this cover.</p> <p>The most we will pay in any one period of insurance is the amount shown in the Schedule.</p>	
<p>15 Cover when selling your home.</p> <p>If you are selling your home we will cover the buyer under sections 1-14 and 16, at the address stated in your schedule, up to the date the sale completes.</p> <p>If you are buying another property to live in, your new property will be covered under this section for up to three months from the date contracts are exchanged or, in Scotland, the date your offer is unconditionally accepted.</p>	<p>15 Property insured under another policy.</p> <p>Cover does not apply after the sale or purchase has completed.</p>

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

16 **Your** liability as the owner of the property.

We will pay the amount **you** or a member of **your family** (as owners of the **home**) legally have to pay for causing:

- accidental death or bodily injury; and/or
- accidental loss of or damage to property owned by a third party which occurs as a result of an accident within the boundary of the **home** during the **period of insurance**.

We will also pay all amounts **you** or a member of **your family** (as owners of the **home**) legally have to pay for causing:

- accidental death or bodily injury; and/or
- accidental loss of or damage to property owned by a third party which occurs at any time as a result of faulty work carried out by **you** at the **home** during the **period of insurance**. Any claim arising as a result of faulty work must be notified to **us** within seven years from the date **your** policy ends or is cancelled. This section will not apply if **your** liability is covered by another insurance policy. The most **we** will pay under this section for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **Schedule** plus any costs and expenses **we** agree in writing. If **you** die, **we** will extend the cover **you** would have received under this section to **your legal** representative.

What is not covered*

16 Any amount for death or bodily injury to **you**, **your family** or any domestic employee.

Any amount for loss or damage to property owned by **you**, leased, let, rented, hired, lent or entrusted to **you**.

Liability arising directly or indirectly from:

- any lift (other than a stairlift) **you** own or **you** are responsible for maintaining;
- any deliberate or malicious act;
- occupation of any land or building;
- using the **home** for any business, trade, profession or employment; or
- any agreement unless **you** would have had that liability without the agreement.

Section 1 – Buildings optional cover – Accidental damage extension

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>17 Accidental damage occurring during the period of insurance.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p>	<p>17 The excess shown in the Schedule for every claim.</p> <p>Any event already covered under Section 1 – Buildings.</p> <p>Anything listed as not covered under Section 1 – Buildings.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">• from wear and tear or reduction in value;• caused by moths, vermin, insects, parasites, woodworm, rot or fungus;• that happens gradually over time as a result of causes such as light or atmospheric conditions;• caused by cleaning, washing, restoring, altering, maintaining, repairing, dismantling or misusing the building;• caused by mechanical or electrical faults or breakdowns;• caused by faulty workmanship or design;• when your home is unoccupied or unfurnished;• to hot tubs and Jacuzzis;• caused by the effects of chemicals;• caused by frost; or• caused when any part of your home is sublet or occupied by someone who is not a member of your family.

*should be read in conjunction with the policy exclusions covered on page 39.

Basis of settling your buildings claims

- 1.** We will pay for the cost of reinstating, repairing or replacing **your buildings** which are covered by this policy (including any required re-decoration that forms part of a valid claim). **We** will decide whether to reinstate, repair, replace or pay **you** the cash value. All replaced items will be on a new for old basis. Where **we** have offered to repair or replace any item and **you** instead request for **us** to pay a cash value, **we** will not pay **you** more than the amount it would have cost for **us** to repair or replace the item. All repairs carried out by **our** appointed suppliers are guaranteed for one year. If **your buildings** have not been kept in a good state of repair, **we** may deduct from any payment an appropriate amount in respect of the poor condition of **your buildings** prior to the **incident** for which **you** are claiming.
- 2.** If **we** decide to not repair, replace or rebuild **your buildings** we will send **you** a payment representing the lowest of:
 - a) the amount by which the property has gone down in value because of the damage; or
 - b) the estimated cost of repair.
- 3.** **We** will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- 4.** **We** will not pay for any drop in the market value of **your home** resulting from rebuilding, repairing or replacing that part of **your buildings** which have been damaged by an **incident**.
- 5.** Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that certain causes are subject to a limit per **period of insurance** and any payments made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**. These are:
 - alternative accommodation and rent;
 - repair of sewer pipe; or
 - squatters.
- 6.** Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
- 7.** If **you** are insured for **your buildings** and **your contents** under the same policy, **we** will deduct all applicable compulsory and voluntary **excesses** if **you** make a claim under both covers for the same **incident**. Please refer to **your Schedule** to see applicable **excesses**.
- 8.** **We** will negotiate, defend and settle any liability claim made against **you**. **We** will do this in **your** name and on **your** behalf.
- 9.** If the decision is made not to proceed with **your** claim, this will be recorded on **your** policy as a notification of loss.

Section 2 – Contents cover

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>Your and your family’s contents are covered for loss or damage arising as a result of the insured causes listed below when they are in the buildings.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for contents.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Anything more specifically insured in another part of this policy.</p> <p>Any amount above the amount shown in the Schedule.</p> <p>Money and valuables in the open but within the boundary of the home.</p>
<p>1 Fire, lightning, explosion or earthquake. (Please refer to Bright Ideas on page 5.)</p>	<p>1 Singeing, scorching or melting.</p>
<p>2 Smoke.</p>	<p>2 Damage caused by smoke that happens gradually over a period of time.</p>
<p>3 Riot, civil commotion, labour disputes or political disturbances.</p>	<p>3 Loss or damage that is not reported to the police within seven days of discovery of the loss or damage.</p>
<p>4 Collision with the buildings or contents by any of the following:</p> <ul style="list-style-type: none"> • trains, trams or vehicles; • aircraft or other flying objects or anything dropped from them; • animals, birds or insects; • telegraph poles and lamp posts; • falling branches or trees; • fireworks; or • falling satellite dishes or aerials. 	<p>4 The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged your contents.</p> <p>Damage caused by cutting down all or part of a tree.</p>

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

5 Storm or **flood**. (Please refer to Bright Ideas on pages 4 and 6.)

6 Theft or attempted theft. (Please refer to Bright Ideas on pages 5 and 6.)

7 Vandalism or malicious acts.

8 Water or oil escaping from any fixed domestic water or heating installation, or from any domestic appliance.

What is not covered*

5 Loss or damage:

- that does not arise from one identifiable event which directly and immediately caused the loss or damage; or
- caused by **subsidence**, ground **heave** or **landslip** (this damage is covered by cause 9).

6 Theft or attempted theft:

- by **you** or any member of **your family**;
- when **your home** is lived in or occupied overnight by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**;
- when **your home** is **unoccupied**;
- by deception, unless deception is only used to gain entry to the **home**;
- of **money** and **valuables** from garages and outbuildings; or
- from an unsecured communal area.

7 Vandalism or malicious acts caused:

- by **you** or any member of **your family**;
- when **your home** is lived in or occupied overnight by someone who is not a member of **your family** unless forcible and violent entry is used to get into **your home**; or
- when **your home** is **unoccupied**; or
- by **computer viruses**.

8 Loss or damage:

- when the **home** is **unoccupied**;
- that happens gradually over a period of time;

What is covered	What is not covered*
	<ul style="list-style-type: none"> • to the fixed domestic water or heating installation; • caused by subsidence, heave or landslip (this damage is covered by section 9); or • caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding.
<p>9 Subsidence or ground heave of the site on which the buildings of your home stands, or landslip.</p>	<p>9 Loss or damage:</p> <ul style="list-style-type: none"> • caused by the sea or river wearing away the land; • for which compensation is provided by contract or legislation; • caused by the buildings being demolished, altered or having structural repairs carried out; or • caused by faulty construction or design of the buildings or their foundation.
<p>10 Alternative accommodation and rent.</p> <p>We will pay the costs of alternative accommodation for you, your family and your domestic pets and the costs of temporarily storing the contents of your home if the buildings cannot be lived in because of damage insured by this cover.</p> <p>If you rent out part of your home or are a tenant, we will pay the rent that you should have received or are responsible for paying while the buildings cannot be lived in as a result of damage insured under this cover.</p> <p>The most we will pay in any one period of insurance is shown in the Schedule.</p>	

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

11 Metered oil and metered water.
We will pay for accidental loss of metered oil or water in domestic heating systems.

12 Replacement locks.
We will pay the cost of replacing and fitting locks on outside doors of any of the **buildings** or to any safe or alarm system in **your home** if:

- **your** keys are stolen; or
- they are damaged inside the **home** by an **incident** insured under this section.

The most **we** will pay for any one claim is the amount shown in the **Schedule**.

13 Household removal.
We will pay for accidental loss of or damage to **your contents** while they are being permanently moved by a removal company from **your home** to any other private property **you** are going to live in within the UK. This includes while they are being temporarily kept in a furniture depository or with a storage company for up to 72 hours.

14 Frozen foods.
We will pay the costs of replacing food spoilt in any freezer or fridge in **your home** caused by:

- a rise or fall in temperature; or
- contamination by refrigerant or refrigerant fumes.

What is not covered*

11 Loss while the **home** is **unoccupied** or **unfurnished**.

13 Loss or damage to china, glass or other fragile items.
Loss of **money**.

14 Any amount above the amount shown in the **Schedule**.
Loss or damage caused by:

- **your** power supply being cut off by the electricity supplier; or
- a strike, a lockout or an industrial dispute.

Loss while the **home** is **unoccupied**.

What is covered

15 Occupier's and personal liability.

We will pay the amounts **you** or a member of **your family** legally have to pay for causing:

- accidental death or bodily injury; or
- accidental loss of or damage to property which is caused by an accident happening during the **period of insurance** and arising:

(a) from **your** occupation (but not ownership) of the **buildings**; or

(b) in a private role not connected with owning the **buildings**.

The most **we** will pay under this section for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **Schedule** plus any costs and expenses **we** agree in writing.

If **you** die, **we** will extend the cover **you** would have received under this section to **your** legal representative.

What is not covered*

15 Death or bodily injury suffered by **you**, **your family** or a domestic employee.

Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to **you** or **your family**.

Liability arising out of owning, using or possessing any:

- motorised vehicles, drones, quadcopters or octocopters, but not other **domestic motorised vehicles**;
- aircraft (including gliders, hang-gliders and microlights);
- caravans;
- trailers;
- watercraft and hovercraft;
- firearms, except legally held sporting guns used for sporting purposes;
- dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or
- lift (other than a stairlift) **you** own or **you** are responsible for maintaining.

Injury or damage arising from:

- a direct or indirect result of an assault or alleged assault;
- any deliberate or malicious act;
- hunting or racing of any kind, except on foot; or
- **your** business, trade, profession or employment.

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

What is not covered*

16 Employer's liability.

We will pay the amounts which **you** become legally liable to pay for accidental death or bodily injury which happens to any of **your** domestic employees during the course of their work or which is caused by **you** during the **period of insurance**.

Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.

The most **we** will pay under this section for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **Schedule** plus any costs and expenses **we** agree in writing.

17 Tenant's liability.

We will cover **you** for **your** legal liability as a tenant for the amounts **you** have to pay for:

- damage to the structure of **your home**, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under Section 2 – **Contents** of this policy;

Liability arising from any disease or virus that **you** pass on to another person.

Any liability **you** have under a contract, unless **you** would have had that liability without the contract.

Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.

16 Loss, damage, injury, illness or disease not caused during the **period of insurance** and directly by the work **your** domestic staff were employed to do.

17 Loss or damage excluded under any of the causes 1 to 9 of Section 2 – **Contents**.

What is covered

- the cost of repairing **accidental damage** to the cables, underground pipes and drains (and their inspection covers) which serve **your home**;
- accidental breakage to fixed sanitary fittings and bathroom fittings; and
- accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses and conservatories.

The most **we** will pay under this section for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **Schedule** plus any costs and expenses **we** agree in writing.

What is not covered*

*should be read in conjunction with the policy exclusions covered on page 39.

Contents optional cover:

- Accidental damage extension
- Unspecified personal possessions extension
- Specified personal possessions extension

Section 2 – Contents optional cover – Accidental damage extension

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>18 Accidental damage occurring during the period of insurance.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p>	<p>18 The total excess shown in the Schedule for every claim.</p> <p>Any event already covered under Section 2 – Contents.</p> <p>Anything listed as not covered under Section 2 – Contents.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">• from wear and tear or reduction in value;• caused by moths, vermin, insects, parasites, woodworm, rot or fungus;• that happens gradually over time as a result of causes such as light or atmospheric conditions;• caused by scratching or denting;• caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item;• caused by mechanical or electrical faults or breakdowns;• to pedal cycles;• to sports equipment when it is being used;• to corneal or contact lenses;• to money;• if your home is sublet or occupied by someone who is not a member of your family;• caused by computer viruses;

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

What is not covered*

- to food and drink;
- to documents and securities such as share or bond certificates;
- to clothing, including furs;
- caused by faulty workmanship or design; or
- when **your home** is **unoccupied** or **unfurnished**.

Section 2 – Contents optional cover – Unspecified personal possessions extension

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>Your or your family's personal possessions, money, credit cards, and mobile phones are covered for loss or damage anywhere in the British Isles.</p> <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p> <p>Any specific limits listed in the Schedule form part of the maximum claim limit for contents.</p> <p>We treat a pair or set of items as a single item. We treat a bag of golf clubs, whether or not by the same manufacturer, as a set.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Items used for business and professional purposes.</p> <p>Any amount above the amount shown in the Schedule.</p> <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> • there is evidence that forcible and violent entry took place; and • the item is concealed in a locked glove or boot compartment; and • all access points to the vehicle are closed and locked. <p>Loss or damage:</p> <ul style="list-style-type: none"> • caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; • from wear and tear or reduction in value; • caused by moths, vermin, insects, parasites, woodworm, rot or fungus; • that happens gradually over time as a result of causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item;

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

What is not covered*

- to sports equipment when it is being used;
- to pedal cycles;
- to reeds, strings, bridges or drum skins of musical instruments;
- to crowns, caps or fillings in teeth;
- to dentures while being used for eating;
- to corneal or contact lenses;
- to china or glass (except spectacles);
- to documents and securities such as share or bond certificates;
- to motor vehicles, trailers, caravans, boats, aircraft including gliders, hang-gliders and microlights, or the accessories or associated equipment belonging to any of these (apart from motorbike helmets and motorbike clothing);
- to portable televisions, car audio or car audio-visual equipment and car phones;
- to household goods or furniture;
- to camping equipment;
- to plants, shrubs or trees growing in the garden; or
- to animals.

Mechanical or electrical faults or breakdowns.

Section 2 – Contents optional cover – Specified personal possessions extension

(This section applies only if shown in **your Schedule**)

What is covered	What is not covered*
<p>Your and your family’s specified personal possessions and valuables (that are individually listed in your Schedule) are covered for loss or damage:</p> <ul style="list-style-type: none"> anywhere in the British Isles; or worldwide for up to 60 days in any period of insurance. <p>The cover provided is subject to the excesses and maximum claim limits in the Schedule.</p>	<p>The total excess shown in the Schedule for every claim.</p> <p>Items used for business and professional purposes unless it is a portable computer and shown in the Schedule.</p> <p>Any amount above the amount shown in the Schedule.</p> <p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> there is evidence that forcible and violent entry took place; and the item is concealed in a locked glove or boot compartment; and all access points to the vehicle are closed and locked. <p>Loss or damage:</p> <ul style="list-style-type: none"> caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; from wear and tear or reduction in value; caused by moths, vermin, insects, parasites, woodworm, rot or fungus; that happens gradually over time as a result of causes such as light or atmospheric conditions; caused by scratching or denting; caused by cleaning, washing, dyeing, restoring, altering, maintaining, repairing or misusing the item;

*should be read in conjunction with the policy exclusions covered on page 39.

What is covered

What is not covered*

- to sports equipment when it is being used;
- to pedal cycles; or
- to reeds, strings, bridges or drum skins of musical instruments.

Mechanical or electrical faults or breakdowns.

*should be read in conjunction with the policy exclusions covered on page 39.

Basis of settling your contents claims

- 1.** We will pay for the cost of reinstating, repairing or replacing **your contents** which are covered by this policy (including any required re-decoration that forms part of a valid claim). **We** will decide whether to reinstate, repair, replace or pay **you** the cash value. All replaced items will be on a new for old basis. Where **we** have offered to repair or replace any item and **you** instead request for **us** to pay a cash value, **we** will not pay **you** more than the amount it would have cost for **us** to repair or replace the item. All repairs carried out by our appointed suppliers are guaranteed for one year.
- 2.** If **your contents maximum claim limit** is not enough to replace all the **contents** in **your home** with new items of the same quality and type, **we** may either:
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
- 3.** The most **we** will pay for any one claim for **valuables**, pedal cycles or any other **specified item** is the **maximum claim limit** shown in **your Schedule**. This should be enough to replace these items as new based on the information that **you** have given **us**. If this is not the case at the time when **you** make a claim **we** may either:
 - a) refuse to pay **your** claim or
 - b) pay only part of the value of **your** claim.
- 4.** **We** will not pay for the cost of replacing or repair to any undamaged items solely because they form part of a set, suite, group or collection of items of a uniform design, nature or colour.
- 5.** Where a **maximum claim limit** applies this limit will not be reduced as a result of **us** paying a claim. **You** should note however, that alternative accommodation and rent is subject to a limit per **period of insurance** and any payment made in respect of a claim will reduce the amount available for further claims in the same **period of insurance**.
- 6.** Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your Schedule**.
- 7.** If **you** are insured for **your buildings** and **your contents** under the same policy, **we** will deduct all applicable compulsory and voluntary **excesses** if **you** make a claim under both covers for the same **incident**. Please refer to **your Schedule** to see applicable **excesses**.
- 8.** **We** will negotiate, defend and settle any liability claim made against **you**. **We** will do this in **your** name and on **your** behalf.
- 9.** If the decision is made not to proceed with **your** claim, this will be recorded on **your** policy as a notification of loss.

Policy exclusions that apply to all sections of cover

This policy does not cover the following:

- Loss or damage caused by any criminal or deliberate act permitted by **you** or **your family** and carried out by **you**, **your family** or anyone lawfully in **your home**.
- Loss or damage that happened before this policy came into force.
- Any claim where **you** would be paid under any other policy if this policy did not exist.
- Any loss or damage which results from the **incident** that caused **you** to claim, except as specifically provided for under this policy.
- Loss or damage caused by domestic animals or pets.
- The cost of maintenance and routine re-decorating unless required under an insured event.
- Costs associated with general maintenance to **your home** such as defective rendering, repointing chimneys or general roof maintenance.
- Loss or damage that would not have arisen if there had not been a failure to deal with existing damage that would have been noticeable, **you** were aware of and/or where there has been an unreasonable delay in starting to deal with the damage.
- Any reduction in the market value of any property following its repair or reinstatement.
- Any expense, legal liability, loss or damage to property directly or indirectly caused by **terrorism**.

Terrorism is defined as any person or people, whether acting alone or in connection with any organisation or Government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes. This includes an intention to influence any Government or to put members of the public in fear.

- Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
 - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
 - property being confiscated or detained by customs or other officials;
 - pressure waves caused by aircraft and other flying objects travelling at any speed;
 - ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or war, invasion, revolution or any similar event.
- Any expense, legal liability, loss or damage to property directly or indirectly caused by pollution or contamination.
- Any costs **you** incur in preparing any claim under this policy.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** liabilities **you** may be entitled to compensation under the scheme. For further information see www.fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Home Emergency cover

(This cover only applies if shown in **your Schedule**)

Introduction

This policy is provided by Tesco Personal Finance (trading as Tesco Bank) and is underwritten by Inter Partner Assistance SA (**IPA**) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.

Throughout this section of the Policy Booklet certain words and terms in bold have a particular meaning. These are set out in Section C.

This section of the Policy Booklet, together with the **Policy Schedule** forms a contract of insurance between **you** and **IPA** (the policy). Please read this section carefully so **you** can make sure **you** know what is covered under this policy, in return for **you** paying or agreeing to pay any relevant premium.

If **you** have any queries, please call the **administrator** on the customer services number **0345 674 6666** or **AXA Assistance (UK) Ltd** on **0330 123 1963**.

A. How do I make a claim?	B. Policy coverage	C. Policy information
	<ul style="list-style-type: none">• Internal plumbing and drainage;• External drainage;• Electrical emergency;• Security;• Pest;• Gas central heating breakdown;• Electrical heating breakdown; or• Oil fired central heating breakdown.	<ul style="list-style-type: none">• General definitions;• General exclusions;• General conditions;• Creating access;• Your contracts;• Compensation scheme;• Duration;• Cancellation; or• The law that applies to this policy.

A. How do I make a claim?

1. If an **incident** occurs at **your property**, which is covered by **your** policy, please call the claims number on **0330 123 1963** and **we** will arrange for the **incident** to be dealt with in accordance with the terms and conditions of **your** policy.
2. Claims must be made by **you** or a person calling on **your** behalf. Please call **us** as soon as **you** are aware of the **incident**. **We** will not be able to cover the costs of any work where the work, or the person carrying out the work, has not been authorised by **us** in advance.
3. Please have **your** policy number ready when **you** call. The **engineer** may also ask to see **your Policy Schedule** when he/she arrives at **your property**.

B. Policy coverage

Internal plumbing and drainage

Cover definitions

Internal plumbing and/or drainage: the water pipework, water storage and above ground waste water drainage systems within **your property**, including the soil vent pipe(s) for **your property**.

What is covered

You are covered for **emergencies** relating to **your** internal plumbing and/or drainage, which result in total loss of water to **your property**, total loss of water to **your** kitchen taps, blocked drainage, leaks or loss of toilet facilities in **your property**. The **engineer** will carry out repairs to resolve the immediate **incident**.

Examples of claims covered:

- Blocked toilet;
- Leaking pipe;
- Leaking soil vent pipe;
- Blocked waste pipe;
- Leaking toilet;
- Leaking internal stop tap;
- A total blockage to all sinks; or
- Drain down and isolate a leaking cold water tank/hot water cylinder.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

Alternative accommodation:

- In the event of **your property** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to £200 inc. VAT towards the cost of **your** (including **your** pets) accommodation including transport, on a reimbursement basis.

Internal plumbing and drainage (continued)

What is not covered (see also the General Exclusions)

- | | |
|--|--|
| <ul style="list-style-type: none">a) replacement of water tanks/ radiators, thermostatic radiator valves or hot water cylinders;b) replacement of sanitary ware (e.g. basins and toilet bowls);c) an individual blocked sink;d) frozen pipes which have not resulted in a leak or permanent blockage; | <ul style="list-style-type: none">e) showers including the shower unit, controls, outlet or shower head;f) domestic appliances and their inlet/ outlet pipes;g) smells and noises from pipework or drains;h) leaking overflow pipes;i) any dripping tap which requires repairing; orj) repairs to your external water supply pipe. |
|--|--|

Additional Information

For repairs to **your** underground supply pipe outside **your property**, **your** water company may provide this service subject to their terms and conditions and **you** should refer to them for details.

If any loss, damage or expense covered under the Internal Plumbing and Drainage section of **your** policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. The **underwriter** will not pay more than its fair share of any claim, calculated on a proportionate basis based on the amount of cover for the claim under this policy and the amount of cover under any other contract.

Flats and Apartments – If **you** live in a flat or apartment, cover is only limited to the inside of **your** flat/apartment which is solely owned by **you**.

External drainage

Cover Definitions

External drainage: the underground drainage pipes for which **you** are legally responsible that solely serves **your property** (i.e. are not shared) that are within **your property** boundary but that are not beneath or inside any building or outbuilding.

Temporary reinstatement: the re-filling of any necessary excavation to leave the ground level and safe. This does not include the like-for-like reinstatement of decorative elements such as hard or soft landscaping, drives, pathways, walls, flower beds or lawns. The **engineer** will advise if any damage is likely to occur.

External drainage (continued)

What is covered

You are covered for **emergencies** relating to a total blockage to or collapse of **your** underground external drainage pipes. The **engineer** will resolve the immediate problem to leave the drain running clear, this will be by clearing the drain or repairing or replacing the damaged section of waste pipe. This will include temporary reinstatement of any excavations carried out as part of the claim.

Examples of claims covered:

- Total blockage to an external underground drainage pipe; or
- Total collapse of an external underground drainage pipe.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

Alternative accommodation:

- In the event of **your property** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to £200 inc. VAT towards the cost of **your** (including **your** pets) accommodation including transport, on a reimbursement basis.

What is not covered (see also the General Exclusions)

- | | |
|---|---|
| <p>a) drains (sewers) for which you do not have sole responsibility, including the lateral or shared drains/sewers, and drains/sewers that are above ground and/or outside of your property boundary;</p> <p>b) frozen pipes which have not resulted in a leak or permanent blockage;</p> | <p>c) external guttering, rainwater downpipes, rain water drains and soakaways; or</p> <p>d) drain clearance where you have previously been advised of the need to install access points (e.g. rodding eye, manhole etc.) at your cost.</p> |
|---|---|

Additional Information

This cover is for repairs to alleviate the immediate problem and to prevent any further immediate damage. **We** will not cover any additional repair work, for example to prevent the problem from happening again or to restore **your** external drainage system to an adequate functional standard. For example, a blocked drain will be left running clear but if the drain needs to be realigned to avoid the problem recurring, this is not covered.

If any loss, damage or expense covered under the External Drainage section of **your** policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. The **underwriter** will not pay more than its fair share of any claim, calculated on a proportionate basis based on the amount of cover for the claim under this policy and the amount of cover under any other contract.

Flats and Apartments – Flats and apartments are not eligible for External Drainage Emergency Cover.

Electrical emergency

Cover Definitions

Electrical emergency: failure of the electricity supply affecting all sockets and lighting on one or more electrical circuits within **your property**.

Domestic electrical wiring: the permanent 240 volt electrical supply system within **the property**, but beyond (and not including) the electricity company's supply meter, and supplying electrical power including fuse boxes.

What is covered

You are covered for an electrical emergency or **breakdown** of the domestic electrical wiring that results in the failure of electricity supply affecting all sockets and lighting on one or more electrical circuits, including permanent damage caused by a power cut.

Examples of claims covered:

- **Breakdown** of fuse box;
- Lost power to circuit; or
- Permanent damage to the domestic electrical wiring caused by a power cut.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

Alternative accommodation:

- In the event of **your property** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to £200 inc. VAT towards the cost of **your** (including **your** pets) accommodation including transport, on a reimbursement basis.

What is not covered (see also the General Exclusions)

- a) any electrical **breakdown** or failure that does not leave one or more electrical circuits totally without electricity in **your property**;
- b) any temporary power cut to **the property** that has not caused damage to **your** electrical supply system within **the property**;
- c) the resetting of circuit breakers which can be reset by **you**;
- d) repairs or replacements of wall sockets, switches and light bulb sockets;
- e) all non permanent wiring within **your property**;
- f) any wiring/electrics within and to sheds, greenhouses, detached garages, detached outbuildings and other garden structures;
- g) routine electrical maintenance tasks; or
- h) any part of **your** electrical supply system within **the property** that the approved **engineer** cannot access or cannot be maintained safely and in line with relevant building regulations; for example:
 - **your** possessions, such as storage boxes or furniture that prevent the **engineer** from carrying out any necessary repair; or
 - the original wiring installation did not meet the then current regulation at its time of installation.

Security

Cover Definitions

Security incident: damage to external doors and windows that leave **your property** unsecure.

What is covered

You are covered for **emergencies** relating to the security of **your property**. In the event of a **security incident**, we will protect **your property** from further damage and/or make sure **the property** is secure.

Examples of claims covered:

- Boarding up broken glazing in order to make **the property** secure; or
- Repairing or making the **property** secure in the event of damage to external or garage doors that are **your** responsibility.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

What is not covered (see also the General Exclusions)

- | | |
|--|--|
| a) the replacement of locks as a result of theft or loss of keys to the property ; | d) doors (and windows) which do not secure the property , such as internal porch doors, internal doors and internal conservatory doors; |
| b) loss of keys for any non-permanent structures, greenhouses, sheds or communal/shared areas; | e) broken glazing to windows that are inaccessible; or |
| c) loss of keys if the property is secure and not vulnerable to intruders; | f) replace a garage door or repair/ replacement of the electrical unit powering a garage door. |

Additional Information

Flats and Apartments – If **you** live in a flat or apartment, cover is limited to the security of external doors and windows which are solely owned by **you**.

Pest

Cover Definitions

Pest Infestation: an infestation of pests at the **property**.

Pests: brown or black rats, house or field mice, grey squirrels, wasps and hornets nests in **your property**.

What is covered

You are covered for **pest infestation emergencies** in **your property**. In the event of a **pest infestation**, **we** will remove and control the **pest infestation**.

Examples of claims covered:

- **Pest infestation** inside **your property** including an attached garage/ outbuilding that are **your** responsibility; or
- Wasps/hornets nests in the garden.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

What is not covered (see also the General Exclusions)

- | | |
|---|--|
| <p>a) non covered pests (e.g. ants, cockroaches, bedbugs, fleas, spiders, flies, birds, bees);</p> <p>b) rats and/or mice outside the property e.g. non-permanent structures, greenhouses, sheds or communal/ shared areas;</p> <p>c) any pest infestation where you are not able to confirm to us the type of pest concerned;</p> | <p>d) any damage caused by pests; or</p> <p>e) any pest infestation where appropriate hygiene measures to prevent a pest infestation have been recommended by us previously and you have failed to take those measures.</p> |
|---|--|

Additional Information

Flats and Apartments – If **you** live in a flat or apartment, cover is only limited to the inside of **your flat/apartment** which is solely owned by **you**.

Gas central heating breakdown

If you think you have a gas leak (i.e. it is an emergency), you **MUST** immediately call the National Gas Emergency Service on 0800 111 999. The National Gas Emergency Service will attend your property and isolate the leak.

Cover Definitions

Beyond Economic Repair (BER) (applies to the boiler only): Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by **us** using reputable suppliers. If this cost exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to **your** boiler or the then current version of **your** boiler, it will be deemed to be beyond economical repair.

Domestic gas central heating boiler system (boiler and/or system): the private domestic gas central heating boiler system, supplying **your property**, fired by natural gas, with a permissible output of up to 60 kW/hr and the drain down and isolation of leaking water tanks, radiators and hot water cylinders.

What is covered

A **breakdown** of **your** boiler and/or system. Claims will be dealt with by a Gas Safe registered engineer who will repair or replace the relevant part or parts of **your** boiler and/or system.

Examples of claims covered:

- A **breakdown** of the boiler and/or system;
- Replace heat exchanger;
- Replace boiler zone valve;
- Repair motorised valves; or
- Drain down and isolate leaking water tanks, radiators and hot water cylinders.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

Additional Information

Beyond Economical Repair – If upon making a claim **your** boiler is deemed to be **beyond economic repair**, the **underwriter** will pay an amount towards the cost of a new boiler. If **your** existing boiler is less than 6 years old **we** will pay **you** £250 including VAT.

If **your** boiler is between 6 and 10 years old **we** will pay **you** £100 including VAT. As soon as **we** declare **your** boiler **beyond economic repair**, **we** will no longer be able to cover **your** boiler and/or system. **Your** whole policy will continue without gas central heating **breakdown** cover.

Gas central heating breakdown (continued)

What is not covered (see also the General Exclusions)

- a) repair or replacement of **your** boiler if this has been deemed to be **beyond economic repair**;
- b) replacing the boiler and/or system;
- c) repair/replacement of water tanks, radiators, radiator valves and hot water cylinders;
- d) immersion heaters, combination cylinders, elson tanks, thermal storage units, (e.g. Gledhill Boilermate), unvented hot water cylinders (e.g. Range Powermax), or their controls;
- e) separate gas heaters providing hot water;
- f) LPG gas;
- g) dual-purpose boilers (e.g. AGA, Rayburn);
- h) warm air heating system;
- i) under floor heating;
- j) fan convector heating;
- k) heated towel rails;
- l) combined heat and power systems;
- m) sludge/scale/rust within the boiler and/or system or damage caused by any other chemical composition of the water;
- n) any other gas appliance (with the exception of gas fires forming part of a back boiler);
- o) a **breakdown** when an **engineer** has previously identified that remedial/maintenance work is required to prevent a future **breakdown**;
- p) any part of the boiler and/or system which is not possible for the **engineer** to work on safely;
- q) parts of the boiler and/or system where it is impossible or impractical to access because of its position such as the boiler is inaccessible due to the installation of fitted units;
- r) frozen pipes within the system which have not resulted in a leak or permanent blockage;
- s) boilers which are still working, but **you** suspect may be about to **breakdown** (such as a noise has developed);
- t) adjustment of timing and temperature controls;
- u) venting of radiators;
- v) intermittent faults, or faults which do not result in the total failure of the boiler and/or heating system; or
- w) any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions.

Electrical heating breakdown

Cover Definitions

Domestic electrical storage/panel heater (heater): Storage heaters/panel heaters that are secured to the wall and permanently wired in and which are permanently sourced by the mains electricity supply. This includes convection storage heaters, storage heaters incorporating fans and combination storage/panel heaters. It also includes the electrical supply circuit supplying power only to storage heaters/panel heaters.

What is covered

In the event of a **breakdown** of **your** heater **we** will repair or replace the part(s) of **your** heater or replace the heater.

Examples of claims covered:

- Repair/replace thermostat;
- Repair/replace heating element;
- Repair/replace heater;
- Repair/replace thermal link; or
- Repair/replace permanent wiring to the storage/panel heaters.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

What is not covered (see also the General Exclusions)

- | | |
|--|---|
| <ul style="list-style-type: none">a) domestic electrical appliances;b) any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smartheat systems, wet systems and underfloor heating;c) heated towel rails, infra red heaters, electric fires, skirting or kickspace floor heaters;d) air conditioning units;e) immersion heaters; | <ul style="list-style-type: none">f) cosmetic damage to the casing of domestic electrical storage/panel heaters or timer switches;g) failure or breakdown of timers for domestic electrical storage/panel heaters where there is a manual override facility;h) the resetting of circuit breakers which can be reset by you; ori) any adjustment required to the temperature controls of heaters or Economy 7 switches. |
|--|---|

Oil fired heating breakdown

Cover Definitions

Beyond Economic Repair (BER) (applies to the boiler only): Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by **us** using reputable suppliers. If this cost exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to **your** boiler or the then current version of **your** boiler, it will be deemed to be beyond economical repair.

Oil Fired Central Heating boiler system (boiler and/or system): The private oil central heating boiler, supplying **your property**, fired by oil, with a permissible output of **your** boiler is 73.3kw/h and the drain down and isolation of leaking radiators.

Heat Exchanger: A tubular or finned container that the hot gasses from the combusted oil pass through and heat the water within.

Water Jacket: A double skinned metal container that forms the combustion chamber that absorbs the heat from the burning oil and transfers it to the water within.

What is covered

A **breakdown** of the boiler and/or system. Claims will be dealt with by an **AXA Assistance (UK) Ltd** approved oil engineer who will repair or replace the relevant part or parts of **your** central heating system.

Examples of claims covered:

- A **breakdown** of the boiler and/or system;
- Loss of water pressure within the boiler due to a fault with a boiler;
- Drain down and isolate radiators;
- Repair or replacement of fire safety valves; or
- Repair or replacement of motorised valves.

Claims limit:

- Up to £1,000 per claim;
- No limit to the number of claims.

Additional Information

Beyond Economical Repair – If upon making a claim **your** boiler is deemed to be **beyond economic repair**, the **underwriter** will pay an amount towards the cost of a new boiler. If **your** existing boiler is less than 6 years old **we** will pay **you** £250 including VAT. If **your** boiler is between 6 and 10 years old **we** will pay **you** £100 including VAT. As soon as **we** declare **your** boiler **beyond economic repair**, **we** will no longer be able to cover **your** central heating system. **Your** whole policy will continue without oil fired central heating cover.

What is not covered (see also the General Exclusions)

- a) repair or replacement of **your** boiler if this has been deemed to be **beyond economic repair**;
- b) other appliances such as cookers and fires;
- c) repair or replacement of water tanks, radiators, radiator valves, and water cylinders;
- d) cosmetic damage;
- e) any **breakdown**, fault, damage or destruction caused by the boiler and/or system being allowed to run out of oil or by the use of unsuitable fuel;
- f) boilers which are still working but **you** suspect maybe about to **breakdown** (such as a noise has developed);
- g) any losses caused by any delays caused by **our** suppliers or their agents in obtaining spare parts that are not immediately available;
- h) any costs for the repair of the boiler covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- i) any part of the boiler and/or system (including pipes and ducts) which are too difficult to access safely, or are impossible or impractical to maintain because of their position;
- j) any routine maintenance, cleaning and servicing;
- k) the repair or replacement of convector heaters, towel rails, separate heaters providing hot water and dual purpose boilers e.g. Aga's and Rayburn's;
- l) the replacement of the expansion tank;
- m) plastic and metal oil tanks and their associated pipework and contents;
- n) repair or replacement of the water jacket or heat exchanger;
- o) flues, except balanced flues which are integral to the boiler;
- p) any component which covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- q) damage being caused by hard water/sludge/scale/rust within the boiler and/or system;
- r) the de-scaling of central heating pipes, adjustment to the timing and temperature controls of the boiler and/or system, venting (bleeding) of radiators, the addition of corrosion inhibitors;
- s) any item not forming part of the boiler and/or system e.g. water pumps installed separately;
- t) intermittent faults, or faults which do not result in the total failure of the boiler and/or heating system; or
- u) any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions.

C. Policy information

General Definitions

Certain words within these terms and conditions have a particular meaning, as shown below. Each time **we** use these words they will have the same meaning wherever they are used in **your** policy:

Administrator: Tesco Personal Finance plc (trading as Tesco Bank), 2 South Gyle Crescent, Edinburgh EH12 9FQ.

AXA Assistance (UK) Ltd: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, United Kingdom. **AXA Assistance (UK) Ltd** is the claims handler and is responsible for appointing the authorised repairer or contractor.

Breakdown: a sudden and unforeseen mechanical or electrical malfunction which results in the unit or system no longer working.

Beyond Economic Repair: Upon making a claim, the total cost of parts (including VAT) required to repair the boiler will be determined by **us** using reputable suppliers. If this cost exceeds 85% of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to **your** boiler or the then current version of **your** boiler, it will be deemed to be beyond economical repair.

Claims limit: the maximum amount that the **underwriter** will pay for each claim as set out in the relevant policy coverage section of this policy. Any **claims limit** referred to in this policy includes the cost of call-out, labour, materials and VAT, as applicable.

Emergency/ies: A sudden and unforeseen incident in **your property** which immediately;

- a) exposes **you** or a third party to a risk to health or;
- b) creates a risk of loss or damage to **your property** and/or any of **your** contents or;
- c) makes **your property** uninhabitable.

Engineer(s): the person(s) employed and/or authorised by **AXA Assistance (UK) Ltd** to deal with **your incident**.

FCA: Financial Conduct Authority.

Policy Schedule: **Your** Tesco Bank Home Insurance Policy Schedule, which should be read in conjunction with these terms and conditions.

Property: the house or flat shown on **your Policy Schedule**, its integral (built-in) garages, all used for domestic purposes only, in the United Kingdom. The extent of **your property** will be that which is wholly within **your** control and **you** are wholly responsible for. It does not include detached garages, sheds, greenhouses and other buildings.

Underwriter: This policy is provided by Tesco Personal Finance (trading as Tesco Bank) and is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority.

We/us/our: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR and/or its service provider **AXA Assistance (UK) Ltd**, of the same address. **AXA Assistance (UK) Ltd** will arrange for **you** to receive the Home Emergency services described in this policy using authorised contractors.

You/your: the person(s) who has the benefit of this policy.

General Exclusions

The following are also excluded from cover and therefore the **underwriter** will not be liable for any of the following:

- a) any item not forming part of **your** policy coverage as detailed in 'What is Covered?';
- b) any event, loss or damage arising from circumstances known to **you** before **your** policy start date;
- c) any costs/activities in excess of the **claims limit** or any other limit specified in 'What is Covered?'. **You** are responsible for agreeing and settling these costs directly with the **engineer**;
- d) any losses caused by any delays in obtaining spare parts and any losses as a result of an **incident** covered by this policy other than those direct costs expressly covered by this policy, unless caused by **our** negligence or that of **our** agents and suppliers, including the failure to search all of **our** stockists for a spare part;
- e) systems/equipment/appliances that have not been installed, serviced or maintained regularly according to British Standards and/or manufacturer's instructions; or that are subject to a manufacturer's recall;
- f) any replacement or permanent repair of an item where the defect or failing is covered under warranty. The emergency or temporary repair will still be carried out where possible;
- g) instances where a repair/replacement is only necessary due to changes in legislation/health and safety guidelines;
- h) Any defect, damage or failure caused by:
 - i) modification or attempted repair to all or any part of **your property** by **you** or **your** own contractor which results in damage to that or another part of **your property**;
 - ii) **your**, or **your** contractor's failure to comply with recognised industry standards; or
 - iii) **your**, or **your** contractor's malicious or wilful action, misuse or negligence.
- i) the costs of any work carried out by **you** or persons not authorised by **us** in advance;
- j) any parts not supplied by **us**. **Our engineer** is able to fit suitable alternative parts supplied by **you** at the time of the visit (so long as it is covered within the claim and policy coverage);
- k) normal day-to-day maintenance of the items covered by **your** policy at **your property**, for which **you** are responsible;

- l) any situation where due to health and safety, a specialist person is required, e.g. where asbestos is present;
- m) any loss in the event of damage occurring where **the property** has remained unoccupied for 60 or more consecutive days;
- n) any loss arising from **subsidence, heave** of the site or **landslip** caused by:
 - bedding down of new structures;
 - demolition or structural repairs or alterations to **the property**;
 - faulty workmanship or the use of defective materials;
 - river or coastal erosion;
- o) any loss or damage arising as a consequence of:
 - war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
 - any defect, loss or damage occasioned by fire, lightning, explosion, tempest, flood, earthquake, impact or other extraneous causes, unless the consequences of any of these are expressly stated to be included elsewhere;
- p) unless specifically mentioned under ‘What is covered?’, loss, damage or indirect costs arising as a result of disconnection from or interruption to the gas, electricity or water mains services to **the property**, for example a power cut to **your** neighbourhood;
- q) any investigative work, where the **incident** which caused **you** to claim has already been resolved;
- r) The following are not covered;
 - i) pumps including; sewerage pumps, drainage pumps, shower pumps, any associated electrics or valves;
 - ii) water softeners;
 - iii) waste disposal units, macerators;
 - iv) cesspits, septic tanks and any outflow pipes;
 - v) vacuum drainage systems;
 - vi) swimming pools or decorative features including ponds, fountains and any associated pipes, valves or pumps;
 - vii) ground, air and water source heat pump systems; or
 - viii) power generation systems and their associated pipework, pumps, panels and controls including: solar panels and/or wind turbines; combined heat and power systems (systems that generate electricity and heat at the same time).
- s) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Conditions

Creating access

Upon arrival at **your property**, the **engineer** will locate the source of the **incident**. If direct access is not available, for instance if there are floor tiles or floorboards in the way, the **engineer** will need to create access. If **you** want **our engineer** to do this, **you** will be asked to confirm it in writing while the **engineer** is at **your property**. Unless stated in the ‘What is Covered?’ sub-sections of the Policy Coverage section, this policy does not provide **you** with cover for any damage which may be caused to **the property**, its contents, fixtures, fittings, floorings or sanitary ware (unless such damage is as a result of **our engineer’s** negligence). If **you** do not want **our engineer** to create access, **we** will be unable to progress **your** claim until **you** have arranged for access to be made.

Your contracts

Your contract with the insurer

You must co-operate with IPA in obtaining reimbursement of any costs they incur under the terms of this cover, which may have been caused by the action of a third party, against whom **you** have a legal right of action.

Compensation Scheme

Inter Partner Assistance SA and **AXA Assistance (UK) Ltd** are covered by the Financial Services Compensation Scheme (FSCS). If Inter Partner Assistance SA or **AXA Assistance (UK) Ltd** cannot meet their obligations **you** may be entitled to compensation under the scheme. For further information see www.fscs.org.uk or telephone **0800 678 1100** or **0207 741 4100**.

Duration

This cover will continue for the period specified on **your Policy Schedule**. **You** have certain rights to cancel the policy, and these are set out below.

Cancellation

You have a 14 day cooling-off period from the receipt of **your** policy booklet to cancel cover. To exercise **your** right to cancel during the cooling-off period please contact the **administrator** on **0345 674 6666** or write to the **administrator** at Freepost RSJB-RZZY-HTJB, Tesco Bank Customer Service, P. O. Box 276, Newcastle Upon Tyne NE12 2BT, who will also arrange a refund of **your** premium subject to an **insured** having not made any claims under the policy.

You may cancel this policy at any time by calling the **administrator** on **0345 674 6666** or writing to the **administrator** at Freepost RSJB-RZZY-HTJB, Tesco Bank Customer Service, P. O. Box 276, Newcastle Upon Tyne NE12 2BT. However unless it is cancelled within the 14 day cooling-off period there will be no refund in premium. In the event that the household insurance policy sold in conjunction with this policy is cancelled this policy will automatically be cancelled.

We or the **administrator** can cancel this insurance at any time, for a valid reason or if there are serious grounds to do so, by giving **you** seven days' written notice to **your** last known address. Examples of valid reasons or serious grounds may include, but are not limited to:

- Non payment of premium (including missed direct debit payments) that is not resolved following the issuing of reminders;
- Failing to comply with the policy conditions, as outlined in the policy booklet;
- Failing to cooperate and/or provide the necessary information required to enable **us**, or the **administrator**, to administer **your** policy, claim or investigate fraud; or
- If **you** refuse to allow **us** reasonable access to **your** home in order to provide the services **you** have asked for under this policy or if **you** fail to co-operate with **our** agents, representatives or authorised contractors.

We or the **administrator** may cancel this policy with immediate effect if:

- **You** make or try to make a fraudulent claim under **your** policy (in which case **we** will send **you** notice of cancellation and **your** policy will be cancelled from the date of the fraudulent act);
- **You** are abusive or threatening towards **our** staff; or
- **You** repeatedly or seriously break the terms of this policy.

We will continue to honour any claims made before cancellation. If **we** or the **administrator** do cancel this insurance **you** will receive a refund of a proportion of the premium for the rest of the period of insurance. **We** reserve the right to refuse renewal of any individual policy.

The Law that Applies to this Policy

This agreement is governed by the laws of England and Wales. All correspondence will be communicated in English for the duration of **your** policy.

What to do if you have a complaint?

If **you** have a complaint about **your** Home Emergency Cover or service **you** can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone **01737 815913** or email: **homeemergencycomplaints@axa-assistance.co.uk**

If **you** are not satisfied with **our** final decision regarding **your** complaint or **you** have not received **our** final decision within eight weeks, **you** can write to:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** legal rights.

Tesco Legal Guard

(This cover only applies if shown in **your Schedule**)

Household Legal Insurance Policy

Claims Helpline

0345 030 3183 open 24 hours a day, 365 days a year.

Throughout this section of the policy booklet certain words and phrases are printed in **bold**. These have the meanings set out on pages 59-61 of this policy booklet.

Introduction

Thank you for choosing Tesco Legal Guard – Household Legal Insurance, which covers **you** and **your** family* to pursue or defend **your** legal rights in the event of a range of personal legal disputes. Tesco Legal Guard is arranged by Tesco Personal Finance plc (trading as Tesco Bank), and is underwritten by AmTrust Europe Limited.

Tesco Legal Guard provides up to £100,000 of legal expenses insurance and will ensure **you** receive the right level of legal and personal support.

Tesco Legal Guard also provides access to a confidential legal helpline for most personal legal matters.

Tesco Legal Guard will provide legal expenses cover for you and your family where you or your family suffer a personal injury following an accident where someone else was to blame whilst...

- driving any vehicle
- a passenger in any vehicle
- using public transport
- at work
- a pedestrian
- cycling
- at school
- shopping
- on holiday within the EU.

*Family cover includes **you** and any member of **your** family living with **you** (please see policy definition of **you** for full details).

Tesco Legal Guard will also provide cover for you and your family in the event of any of the following...

- employment dispute
- contract dispute
- property dispute
- tax investigation
- legal defence including a motoring prosecution or inheritance dispute
- loss of salary through Jury Service attendance.

Meanings of words

Throughout this Section of the Policy Booklet certain words and phrases are printed in **bold**. These have the meanings set out below:

Administrator

Tesco Personal Finance plc (trading as Tesco Bank)
2 South Gyle Crescent
Edinburgh
EH12 9FQ

Adviser

Our specialist panel of solicitors or their agents (including accountants) appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **adviser**.

Adverse Costs

Third party legal costs awarded against **you** which shall be paid on the **standard basis** provided that these costs arise after written acceptance of a claim.

Costs

Standard advisers' costs and **adverse costs**.

Data Controller

The person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which personal data are, or are to be, processed.

Data Protection Legislation

means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards

to the processing of personal data to which a Party is subject, including the Data Protection Act 1998 (“DPA”) and EC Directive 95/46/EC (the “DP Directive”) (up to and including 24 May 2018) and the GDPR (on and from 25 May 2018) or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data; and (b) any code of practice or guidance published by the ICO from time to time.

Insurer

AmTrust Europe Limited

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from a tax investigation, the date of the **insured incident** shall be deemed to be the date HM Revenue and Customs issue a formal notice to **you** notifying of a full enquiry into **your** non-business affairs.

Insured Period

The length of time that the contract of insurance applies for. This is shown in **your** insurance **Schedule**.

Legal Action(s)

- The pursuit or defence of civil legal cases for damages and/or injunctions (interdicts in Scotland) and/or specific performance (specific implement in Scotland); or
- The defence of criminal prosecutions to do with **your** employment, or the defence of motor prosecutions.

Maximum Amount Payable

£100,000 which is the maximum amount payable in respect of an **insured incident**.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a specialist panel solicitor or their agents.

Standard Basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been incurred for good reason.

Territorial Limits

Sections of cover 2 & 4: The European Union, Channel Islands and Isle of Man.

All other sections of cover: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our

Arc Legal Assistance Limited or as otherwise notified to **you** by the **administrator**, acting with good reason (such as where they or the underwriters appoint another third party to manage claims under this section of **your** policy).

You/Your

The person(s) named in the **Schedule** of the Tesco Home Insurance taken out in conjunction with this Legal Insurance Policy or any other person who has cover under this Legal Insurance Policy.

Cover also applies to **your** family members including **your** partner resident with **you**. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to or out of **your** death.

Terms of cover

This section of **your** insurance policy is arranged and administered by Tesco Personal Finance plc (trading as Tesco Bank) and is underwritten by AmTrust Europe Limited, on whose behalf **we** act. **We** will manage any claims under this policy.

The insurance covers **costs** as detailed under the separate sections of cover, up to the **maximum amount payable** where:

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits** and
- b) The **legal action** takes place within the **territorial limits**.

Once **your** claim has been accepted on the terms set out in this section of **your** policy, **we** will appoint one of **our** panel of solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own **adviser**, **you** can only do so once court proceedings are issued or a conflict of interest arises but **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected. Where **we** agree to **your** own choice of adviser, **you** will be liable to pay any **advisers' costs** over and above our **standard advisers' costs**.

How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Claims Helpline on **0345 030 3183** and quote '**Tesco Family Legal Guard**'.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Claims Helpline.

Conditions

1. Claims

- a) **You** must notify claims immediately after **you** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim or a result of something **you** do or fail to do which prejudices **your** position or the position of the **insurer** in connection with the **legal action**, **your** prospects of succeeding in the case fall to 50% or less, or **our** costs increase above the level that would otherwise be the case. To report a claim **you** must follow the instructions under the 'How to make a claim' section on page 61-62.
- b) **You** must allow **us** to take over and conduct the legal proceedings in **your** name at any time.
- c) **We** shall appoint the **adviser** to act on **your** behalf.
- d) **You** must supply all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. **We** will advise **you** of what **our standard advisers' costs** are when **you** elect to use a legal representative of **your** choice. The **adviser** must represent **you** in accordance with our standard conditions of appointment which are available on request.
- e) The **adviser** must:
 - i.) Keep **us** fully advised of all developments and provide such information as **we** may reasonably require.
 - ii.) Keep **us** advised of **advisers' costs** incurred.
 - iii.) Submit bills for assessment or certification by the appropriate body (for example, the court) if requested by **us**.
 - iv.) Where possible, attempt recovery of costs from third parties.
- f) **You** must not negotiate, or settle the claim without **our** written agreement, which will not be withheld without good reason.
- g) If **you** refuse to settle the claim following a reasonable offer, or advice to do so from the **adviser**, **we** may refuse to pay further **costs**.

- h) The **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- i) **You** shall supply all information reasonably requested by the **adviser** and **us**.
- j) **You** are responsible for all legal costs and expenses including **adverse costs** if **you** withdraw from the legal proceedings without **our** written agreement. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- k) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct.

2. Prospects of Success

You only have cover under this policy where there is a more than 50% chance of winning the case and achieving a positive outcome.

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake;
- b) Being able to enforce a judgement; or
- c) Being able to achieve an outcome which best serves your interests.

3. Dual insurance

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** fair share (rateable portion) of the claim.

4. Cancellation

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to notify the **administrator** if **you** want to cancel **your** policy. This is known as the cooling-off period. If **you** cancel **your** policy during the cooling-off period, **we** will refund **your** full premium provided **you** have not already made a claim under **your** policy.

You may cancel **your** policy any time after the cooling-off period by notifying the **administrator**, however there will be no refund of premium after the cooling-off period.

If the home insurance policy that this policy is sold in conjunction with is cancelled, this policy will automatically be cancelled.

We or the **administrator** can cancel this policy at any time, for a valid reason or if there are serious grounds to do so, by sending you seven days' notice in writing. **We** or the

administrator will send the notice to the last known address **we** or the **administrator** have for **you**.

5. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service (see the 'What to do if **you** have a complaint' section at the back of this policy booklet), any dispute between **you** and **us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration shall be paid by the person against whom the decision is made.

6. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Legal helpline

Use the 24 hour advisory service for telephone advice on any personal legal problem of concern to **you** or any member of **your** family normally living with **you**. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone.

Simply telephone **0345 030 3182** and quote "**Tesco Family Legal Guard**".

For **our** joint protection telephone calls may be recorded and/or monitored.

Sections of cover

1. Employment Disputes

What is insured:

Standard advisers' costs to pursue a **legal action** against an employer, prospective employer, or ex-employer, arising from a dispute relating to **your** contract of employment or related statutory rights.

A dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures have been or ought to have been concluded.

What is not insured:

Claims

- For **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment.

- b) To defend any dispute other than defending a counter claim.
- c) Any dispute relating solely to personal injury.

2. Contract

What is insured:

Costs to pursue or defend a **legal action** following a breach of a contract **you** have for:

- a) Buying or renting goods or services for **your** private use.
- b) Selling **your** own personal goods.
- c) Buying or selling **your** main home.
- d) Renting **your** main home as a tenant.

What is not insured:

Claims

- a) Where the breach of contract occurred before **you** purchased this insurance.
- b) Relating to a lease tenancy or licence to use property or land where **you** act as the landlord.
- c) Relating to **your** business, venture for gain, profession or employment.
- d) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
- f) Directly or indirectly arising from constructing buildings or altering their structure, except in relation to disputes where the amount in dispute is less than £5,000 inc. VAT.

3. Property

What is insured:

Costs to pursue a **legal action**:

- a) For damages against a person or organisation that causes physical damage to **your** main home or **your** personal effects.
- b) For nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home.

What is not insured:

Claims

- a) The compulsory purchase of, or restrictions or controls placed on a property under the order of any government or public or local authority.
- b) Relating to a motor vehicle.
- c) In respect of a contract **you** have entered into.

4. Personal Injury

What is insured:

Costs to pursue a **legal action** following an event resulting in **your** personal injury or death against the person or organisation directly responsible.

What is not insured:

Claims

Arising from medical or clinical treatment, advice, assistance or care.

5. Tax

What is insured:

Standard advisers' costs incurred by an Accountant if **you** are subject to a formal aspect or full enquiry into **your** personal tax affairs.

This cover applies only if **you** have:

- a) Maintained proper, complete, truthful and up to date records.
- b) Made all returns at the due time.
- c) Provided all information that the HM Revenue and Customs reasonably requires.

What is not insured:

Claims

Arising from or relating to:

- i) An investigation by the Special Investigation Office or the Special Compliance Office of HM Revenue and Customs.
- ii) The submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.
- iii) A tax avoidance scheme.
- iv) **Your** business or any venture for gain by **you**.

6. Legal Defence

What is insured:

Costs

a) in a **legal action** to defend **your** legal rights in the following circumstances:

- i) Arising out of **your** work as an employee:
 - Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
 - In a prosecution brought against **you** in a court of criminal jurisdiction.
 - In a civil action brought against **you** as a **Data Controller** for compensation under **Data Protection Legislation**.
 - In civil proceedings brought against **you** under legislation for unlawful discrimination.
- ii) Arising out of a motoring prosecution brought against **you**.

b) To defend **your** legal rights:

- i) In a formal investigation or disciplinary hearing brought against **you** by any trade association or professional or regulatory body.
- ii) In a dispute over something left to **you** in a will.

What is not insured:

Claims

a) Where **you** are being prosecuted for alleged offences involving:

- i) driving without motor insurance, or a valid licence to drive.
- ii) assault, violence or dishonesty.
- iii) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials.
- iv) illegal immigration.
- v) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering).

b) For parking offences.

7. Absence from work

What is insured:

We will pay up to £100 per day, or part thereof, for the duration **you** are off work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **adviser**, or while attending jury service, less any amount recoverable from the court or tribunal, subject to a maximum payment of £1,000.

General exclusions

1. There is no cover where:

- a) **You** fail to comply with the Conditions of this section of **your** insurance policy.
- b) **You** knew when first buying this insurance that the circumstances leading to a claim under this insurance already existed.
- c) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.
- d) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.

2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against **your** insurance advisor, the **insurer**, the **adviser** or **us**.
- c) Any claim **you** make which is false or fraudulent or exaggerated.
- d) Defending **legal actions** arising from anything **you** did deliberately or recklessly.
- e) **Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim arising from or relating to:

- a) A dispute between **you** and someone **you** live with or have lived with.
- b) Fines, penalties or compensation.
- c) Defamation.
- d) An application for a judicial review.
- e) Defending or pursuing new areas of law or test cases.
- f) Patents, copyright, trademarks, passing off, trade or service marks, registered designs, secrecy and confidential information.

Authorisation

We are authorised and regulated by the Financial Conduct Authority. **Our** registration number is 305958.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

You can check this on the Financial Services Register by visiting the website www.fca.org.uk/firms/systems-reporting/register or by contacting the FCA on **0800 111 6768** or the PRA on **0207 601 4878**.

Financial Services Compensation Scheme

We and the **insurer** are covered by the Financial Services Compensation Scheme (FSCS). If **we** or the **insurer** cannot meet **our** liabilities, **you** may be entitled to compensation from the scheme. **You** can get more information on the Financial Services Compensation Scheme at www.fscs.org.uk or by calling **0800 678 1100** or **0207 741 4100**.

What to do if you have a complaint

In this complaints section **we**, **us** and **our**, mean the **administrator** as specified in this Policy Booklet, as well as the Insurers named in **your** current **Schedule** and any holding companies, subsidiaries or linked companies.

If **you** have experienced a problem in relation to **your** Tesco Bank Value Insurance policy, **we** will aim to resolve it as quickly and fairly as possible. **We** have the following complaints procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

Step 1: Let us know

If you have a complaint about your policy:

- Telephone Tesco Bank on **0345 674 6666**; or
- Write to Tesco Bank at the address shown below:

Freepost RSJB-RYLK-JKUX
Tesco Bank Complaints
P. O. Box 277
Newcastle Upon Tyne
NE12 2BU

If you have a complaint about your claim

- Contact **your** claim handler first. **You** will find their details on any letters they have sent to **you**; or
- Write to the Claims Manager who will ensure that the matter is dealt with at a senior level. The address can be found on any letters that **you** have received.

Where possible **we** will always aim to resolve **your** complaint when **you** first contact **us**, however, some complaints may take longer to resolve. If for any reason **you** remain dissatisfied with **our** written response or **you** have not received a final response letter within eight weeks, **you** may escalate the matter as outlined in Step 2.

Online Dispute Resolution (ODR)

If **you** purchased **your** policy with **us** online **you** may also be eligible to complain using the ODR service. Further information on ODR can be obtained at <http://ec.europa.eu/odr> or on the “Make a complaint” section of the Tesco Bank website. Please note that using the ODR service will not mean that **your** complaint is resolved more quickly than if **you** complain to us directly.

Step 2: Contact the Financial Ombudsman Service

If **you** are not satisfied with **our** final decision regarding **your** Claim complaint or **you** have not received **our** final decision within eight weeks, **you** can write to:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** legal rights.

Notes

Notes

Notes

Tesco Home Insurance phone numbers

Customer Services Line

0345 674 6666

Lines are open: Monday to Friday 8am-9pm,
Saturday and Sunday 9am-5pm

We could help you save on other insurance too

Car Insurance

0345 301 0731

Lines are open: Monday to Friday 8am-9pm,
Saturday and Sunday 9am-5pm.

Pet Insurance

0345 078 3801

Lines are open: Monday to Friday 8am-8pm,
Saturday 9am-5pm and Sunday 10am-5pm.

tescobank.com

Tesco Car Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers.

Tesco Pet Insurance is arranged, administered and underwritten by Royal & Sun Alliance Insurance plc.

If you have problems with your hearing or speech, contact us by Typetalk by adding 18001 to the start of any of the numbers above.

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

Tesco Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Bank is a trading name of Tesco Personal Finance plc. Registered in Scotland No. 173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We may monitor and record calls for training purposes to improve the quality of our service and to detect and prevent fraud.

 **Please recycle me**