

Tesco Bank Home Insurance Cover

Policy Booklet



Inside you'll find full details of your:

- Tesco Bank Home Insurance
- Optional cover – Family Legal Guard
- Optional cover – Home Emergency

Home Insurance

TESCO Bank

Contents

Page

Welcome to your Tesco Bank Home Insurance Policy	2
The contract of insurance	2
Dealing with others on your behalf	3
Meanings of words	3-6
If you need to make a claim	7
Claims conditions – what you need to do	7
How we settle your claim	8-9
General exclusions that apply to your policy	9-10
Policy conditions	10-13
Buildings cover	14-18
Buildings optional cover – Accidental damage	19
Contents cover	20-28
Contents optional cover – Accidental damage	29
Contents optional cover – Personal possessions	30
Contents optional cover – Specified items	31
Contents optional cover – Bicycles	32
Financial Services Compensation Scheme	33
Optional cover – Family Legal Guard	34-44
Optional cover – Home Emergency cover	45-61
What to do if you have a complaint	62

Welcome to your Tesco Bank Home Insurance Policy

Thank you for choosing Tesco Bank Home Insurance. Tesco Bank 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 together 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'.

Hints and tips from Tesco Bank on **our** website (www.tescobank.com) aim to help **you** make **your home** more secure and protect **your** belongings. Please note these are just helpful ideas and do not form part of **your** policy.

The contract of insurance

This policy booklet together with **your schedule** and **statement of fact** form the 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 **excess** that applies if **you** make a claim.

In return for **you** paying the premium or agreeing to pay the premium, **we** will provide cover, in accordance with the contract of insurance for:

- (i) loss and/or damage to **your buildings**;
- (ii) loss and/or damage to **your contents**;
- (iii) certain liabilities incurred by **you** which occur during the **period of insurance** or as set out in this policy booklet.

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 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.

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 Tesco Bank Home Insurance.

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.

Meanings of words

Throughout this policy booklet some words are in **bold**. The meanings of these words are shown below. These meanings do not apply to the optional cover sections for Family Legal Guard and Home Emergency cover, which both contain a section setting out the meanings of words used in that section only. Please note that from page 34 onwards, a wider definition of '**we**', '**us**' and '**our**' applies.

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 Customer Service Line: 0345 674 6666
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• sheds, patios, terraces, drives, paths and carports• garden walls, hedges, gates and fences• service tanks, drains and septic tanks• pipes and cables and central heating fuel storage tanks

Buildings (continued)	<ul style="list-style-type: none"> • wind turbines and solar panels permanently fixed to the buildings or ground but excluding: <ul style="list-style-type: none"> • tree houses, inflatable structures of any kind or any structure which is made of canvas or any other non-rigid material • any other structure that does not have a permanent base.
Contents	Household goods, valuables, home office equipment, money, credit cards, personal possessions , aerials and satellite dishes you, your family or visitors own or are legally responsible for, 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 • boats, water craft and hovercraft (including parts and accessories) • caravans and trailers (including parts and accessories) • contents belonging to business visitors • any living creature • permanently fitted interior decorations • contents held or used for any profession, business or employment other than home office equipment • your fitted kitchen, unless you do not own or are not responsible for insuring the buildings.
Contents total replacement value	The cost to replace all of your contents as new as shown in your schedule . If the limit shown in your schedule is not enough, please contact the administrator .
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 • electrically or mechanically propelled toys, models and golf trolleys controlled by someone on foot.
Excess	The amount you must pay towards any claim.
Endorsement	An agreed change to the terms of the policy as shown in your policy schedule .
Family	Any person who permanently lives with you but not lodgers or any other paying guests.
Fixtures and fittings	All items that are fitted to and form part of the structure of your home for example: <ul style="list-style-type: none"> • fitted kitchens • built-in furniture • built-in domestic appliances • fixed glass and sanitary ware • fixed wall, floor and ceiling coverings (other than carpets).

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 private residence (including the main building and any garages or outbuildings) at the address stated in your schedule , used by you for domestic and home working purposes only.
Home office equipment	Office equipment and furniture within your home related to you or your family's home working .
Home working	Any administrative, clerical, childminding work or any other work carried out by you or your family at your home , with no employees; 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 the relevant section (or its extension) as shown in your 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 including tickets or gift vouchers for sporting, musical and cultural events and festivals, and not including any items used for business purposes.
Period of insurance	The duration of your contract of insurance as shown in your 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 where you have not selected the personal possessions cover extension. Where you have selected the personal possessions cover extension (page 30), the value of your personal possessions will be in addition to the total replacement value of your contents .
Schedule	This document outlines the cover provided to you , as well as any endorsements and excesses that apply to your policy for the period of insurance . We issue a schedule with each new contract of insurance, when you renew the policy and when we change the policy cover.
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	This document contains information you gave us (including information given on your behalf). We issue a statement of fact with each new contract of insurance, when you renew the policy and when the policy cover is changed.
Storm	A single violent weather event with wind speeds exceeding 55mph, and/ or snowfall exceeding 30cm in depth within a 48 hour period, and/or torrential rainfall at the rate of at least 25mm per hour.
Specified items	Items that you wear or take or carry with you outside of the home , such as an engagement ring, watch or camera, which are each individually worth over £2,000 provided that these have been individually identified to us and are shown on your schedule . The value of any Specified items will be in addition to the total replacement value of your contents . Excluded items include but are not limited to: <ul style="list-style-type: none"> • motorised vehicles (including parts and accessories) • aircraft including gliders, hang-gliders and microlights (including parts and accessories) • boats, water craft and hovercraft (including parts and accessories) • caravans and trailers (including parts and accessories) • contents belonging to visitors • contents held or used for any profession, business or employment other than home office equipment.
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.
Terrorism	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.
Unoccupied	Not lived in for more than 60 days in a row. Visits to check on your home do not constitute it being occupied.
Valuables	Jewellery, watches, items of gold, silver and any other precious metal, stamp, coin or medal collections, pictures, other works of art and furs.
Vermin	Rats, mice, squirrels, badgers, pigeons, foxes, bees, wasps and hornets.
We, our, us	The insurer shown on your schedule .
You, your	The person or people named as the policyholder in your schedule .

If you need to make a claim

(Excluding Home Emergency or Family Legal Guard)

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**. **You** should read this policy booklet for information on what is and what is not covered and **your schedule** for details of any **excesses**, limits and **endorsements** that may apply.

Call the 24-hour UK-based claims telephone number of **your** insurer specified on **your Schedule**.

It would be helpful if **you** could quote **your** policy number, which is found on **your schedule**.

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;
- 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.

Claims conditions – what you need to do

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

1. Take action to protect the property from further loss or damage.
2. Tell **us** as soon as reasonably possible and give **us** full details. In the event of loss or damage by riot, **you** must tell **us** within 30 days of the riot.
3. Tell the police (ideally within 24 hours) if any property or **money** has been lost or if **you** suspect a loss involves theft, malicious damage or riot.
4. Report the loss or theft of any credit card to the local police and credit card company (ideally within 24 hours) of discovering it has been lost or stolen.
5. Do not incur any costs or proceed with repair or replacement without **our** agreement.
6. Immediately make **us** aware of any written or verbal claim made against **you** and provide as much detail as possible.
7. **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).
8. Except with **our** written consent **you** must not:
 - admit or deny responsibility for any **incident**;
 - negotiate or settle any claims made against **you** by anyone else; or
 - dispose of or destroy any items that are damaged until **we** agree.

How we settle your claim

1. **We** will pay for the cost of reinstating, repairing or replacing **your buildings** and/or **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.
2. If **we** decide to not repair, replace or rebuild **your buildings** and/or **contents**, **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. If **your contents total replacement value** shown in **your schedule** is not enough to replace all the **contents in your home** with new items of the same quality and type, **we** may refuse to pay a **contents** claim under this policy or only pay part of a claim.
4. The most **we** will pay for any one claim for **valuables**, bicycles or any other **specified item** is the **maximum claim limit** shown in **your schedule**. If the **maximum claim limits** are not enough to replace these items with new ones of the same quality and type, **we** may refuse to pay a claim under these sections of cover or only pay part of a claim.
5. If **you** make a claim for any damaged item under an insured event that forms part of a matching set or suite, such as matching flooring or tiles, bathroom suite or kitchen, sofa suite or jewellery set, **we** will pay for the damaged item along with a contribution up to 50% towards the cost of replacing any undamaged items which are part of the same set or suite if a repair or replacement for the damaged item is not available.

If **you** make a claim for damaged fitted flooring, including tiling, that matches an adjoining room, not divided by a door or partition, **we** will cover the damaged section along with a contribution up to 50% towards the cost of replacing the undamaged flooring in the adjoining room, if repair or replacement of the damaged flooring is not available. **We** will not pay for replacing undamaged flooring in any rooms divided by a door or partition.
6. **We** will not pay for any drop in the market value of **your buildings** and/or **contents** resulting from reinstating, repairing or replacing as a result of an **incident**.
7. **We** may appoint **our** approved supplier to act on **our** behalf. **We** may use **our** approved supplier to further validate **your** claim and provide a quotation, repair or replacement.
8. **Your contents total replacement value** will not be reduced as a result of **us** paying a claim.
9. Any amount **we** pay to settle a claim will be reduced by the total amount of any applicable **excesses** shown in **your schedule**.
10. 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**.
11. All repairs carried out by **our** appointed suppliers are guaranteed for one year.
12. 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.

13. In dealing with any claim under the terms of this policy, either before or after **we** pay **your** claim, **we** may:
- carry out the defence or settlement of any claim and choose the solicitor who will act in any legal action and arrange for payment of any associated costs and/or expenses; and
 - take any legal action in **your** name or the name of any other person covered by this policy.
- We** can do any of these in **your** name or in the name of any other person claiming under this policy.
14. **We** will not pay for any claim that would be paid under any other policy if this policy did not exist.
15. If the decision is made not to proceed with **your** claim, this will be recorded on **your** policy as a notification of loss.

General exclusions that apply to your policy

(Excluding Home Emergency or Family Legal Guard.)

Listed below are the exclusions that apply to **your buildings, contents, accidental damage, personal possessions, specified items** and bicycle cover. In addition, please refer to 'What is not covered' under each section.

You are not covered for:

- loss, damage or reduction in value as a result of a lack of general maintenance to **your home**;
- loss or damage caused by cleaning, restoring, altering, dyeing, repairing, dismantling or misusing;
- loss or damage caused by moths, **vermin**, insects, parasites, woodworm, fungus or poisoning;
- damage caused directly or indirectly by wet or dry rot;
- loss or damage caused in connection with any trade, business or profession, other than loss or damage to yours or **your family's home office equipment**;
- loss or damage caused by faulty workmanship, faulty materials or faulty design (other than in respect of **your** liability as the owner of the property);
- 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;
- loss or damage that happened before this policy came into force;
- loss or damage caused by any criminal or deliberate act permitted by **you** or **your family** and/or carried out by **you, your family** or anyone lawfully in **your home**;
- loss or damage caused by domestic animals or pets;
- loss or damage caused by gradual deterioration or normal wear and tear;
- loss or damage caused by or resulting from renovation, construction, structural alteration, repair or demolition within the boundaries of the risk address shown within **your schedule**; or
- any reduction in the market value of any property following its repair or reinstatement.

We will not pay for:

- the cost of maintenance and routine re-decorating unless required under an insured event;
- any loss or damage which results from the **incident** that caused **you** to claim, except as specifically provided for under this policy;
- costs associated with general maintenance to **your home** such as defective rendering, repointing chimneys or general roof maintenance;

- any claim that would be paid under any other policy if this policy did not exist;
- any expense, legal liability, loss or damage to property directly or indirectly caused by **terrorism**;
- 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, act of foreign enemy, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- any expense, legal liability, loss or damage to property directly or indirectly caused by pollution or contamination, unless it is caused by leakage of oil from any fixed heating installation or domestic appliance and covered under section 8, **buildings or contents**; and
- any costs **you** incur in preparing any claim under this policy.

When your home is unoccupied

The risks to any property are significantly higher when it is **unoccupied**. Therefore **we** will not cover **your home** for **incidents** of theft, attempted theft, vandalism, malicious acts, escape of water or oil, and/or **accidental damage** when **your home** has not been lived in for 60 days or more in a row. **You** must tell **us** immediately if **your home** is or will become **unoccupied**. Visits to check on **your home** do not constitute it being occupied. Please see the relevant sections of the policy booklet for the exclusions which will be applied if **your home** is **unoccupied**.

Policy conditions

1. 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** or part of **your home**;
- **your** property is no longer occupied solely by **you** and **your family**;
- change of occupation;

1. Changes you must tell us about continued

- additions to, or increases in the value of, **your contents, valuables** or jewellery;
- **you, your family** or anyone legally in the **home** plan to use the **home** for any business use, with the exception of childminding, clerical or administrative work with no employees;
- **you** or any person usually living with **you** has any unspent criminal convictions and/or is an undischarged bankrupt;
- 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.

2. 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 the cooling-off period, **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 or claims conditions.
- 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**, the **administrator** or members of **our** supply chain.
- 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.

For **your** full cancellation rights for Family Legal Guard please refer to page 40, and for Home Emergency refer to page 60-61. **You** may cancel these optional covers any time after the cooling-off period by notifying the **administrator**, who will refund any premium paid for the remaining **period of insurance**, as long as **you** have not made any claim in the current **period of insurance**. If **you** cancel **your** home insurance, these optional covers will automatically be cancelled. **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.

3. Preventing loss

You must take steps to:

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

If **you** fail to take the above steps **we** may refuse to pay **your** claim, pay only part of **your** claim and/or void **your** policy.

4. Renewal

Approximately 21 days before **your** Tesco Bank 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 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 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.

5. 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.

6. 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.

7. Fraud

We will not pay any claim or **incident** which is in any way fraudulent such as, but not limited to, false or exaggerated. If **you**, any person insured under this policy, or anyone acting on **your** behalf 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** incur, or have incurred, any costs, including the costs of investigating a claim, or make any payments to third parties, **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, **we** have the right to recover those costs.

If there has been any fraudulent activity to secure cover or benefits under this policy, or obtain 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. **We** may also inform other financial services organisations and anti-fraud databases such as CIFAS and CUE.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

Buildings cover

(This cover 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 incidents listed in the sections below.</p>	<p>The total excess shown in your schedule for every claim.</p> <p>Any amount above the individual limit shown on your schedule.</p>
1. Fire, lightning, explosion or earthquake.	1. Singeing, scorching or melting.
2. Smoke.	2. Damage caused by smoke that happens gradually over a period of time.
3. Riot, civil commotion, labour disputes or political disturbances.	
<p>4. Collision with the buildings by any of the following:</p> <ul style="list-style-type: none"> • vehicles, aircraft or other flying objects or anything dropped from them; • wild animals, birds or insects; • telegraph poles and lamp posts; • falling branches or trees; • falling satellite dishes, masts, aerials or security equipment; • falling wind turbines and solar panels. 	<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 buildings.</p> <p>Damage caused by cutting down all or part of a tree.</p>
5. Storm or flood .	<p>5. Loss or damage:</p> <ul style="list-style-type: none"> • to gates, hedges or fences; • that does not arise from events defined as Storm or Flood; or • caused by subsidence, heave or landslip (this damage is covered by section 9).
6. Theft or attempted theft.	<p>6. Theft or attempted theft:</p> <ul style="list-style-type: none"> • 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.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
7. Vandalism or malicious acts.	7. Vandalism or malicious acts caused: <ul style="list-style-type: none"> • by you or any member of your family; • when your home is occupied 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.
8. Water or oil escaping from any fixed domestic water or heating installation, including underground drains and pipes or from any domestic appliance.	8. Loss or damage: <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 section 9); • caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding; • caused by the failure or lack of grout and/or sealant in your home; • caused by water overflowing from wash basins, sinks, bidets, showers and/or baths as a result of taps being left on; or • to the tanks, pipes, appliances or heating systems.
9. Subsidence or heave of the site on which the buildings stand, or landslip .	9. Loss or damage: <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 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 incident;

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
	<ul style="list-style-type: none"> 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 incident; or for which compensation is provided by legislation or contract.
<p>10. Plumbing Installation.</p> <p>We will pay for damage to any part of the plumbing installation in the buildings caused by freezing or bursting.</p>	<p>10. Loss or damage:</p> <ul style="list-style-type: none"> caused by rust or corrosion; caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding; or caused when your home is unoccupied.
<p>11. Service pipes and cables.</p> <p>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.</p>	
<p>12. Trace and access.</p> <p>We will pay the costs you have to pay to find the source of any water or oil escaping from tanks, pipes, appliances or fixed heating systems that is causing damage to the buildings; including the cost of removing and replacing any part of the walls, floors, roof or ceiling.</p>	<p>12. The costs you have to pay to locate an escape of water if;</p> <ul style="list-style-type: none"> the water or heating installation is outside or in a stand alone outbuilding; the cause of the water or oil escaping is not as a result of an insured incident. <p>The costs to repair the tanks, pipes, appliances or heating systems.</p>
<p>13. Locks on outside doors.</p> <p>We will pay the cost of replacing and fitting locks on outside doors of any of the buildings if:</p> <ul style="list-style-type: none"> your keys are lost outside the home or are stolen; or they are damaged inside the home by an incident insured under this cover. 	

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
<p>14. Fees and clearance costs.</p> <p>We will pay the following expenses when rebuilding or repairing the buildings as a result of damage covered by this cover:</p> <ul style="list-style-type: none"> • 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. 	
<p>15. Local Authority requirements.</p> <p>We will pay any costs to keep to any Government or Local Authority requirement for rebuilding or repairing the buildings as a result of damage insured under this cover.</p>	<p>15. Costs where you had already been told about the requirement before the damage happened.</p>
<p>16. 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 buildings 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 buildings cover.</p>	
<p>17. Cover when selling your home.</p> <p>If you are selling your home we will cover the buyer under buildings cover sections 1-16 and 18-23, at the address stated in your schedule, up to the date the sale completes.</p>	<p>17. If your home is insured under another policy. Cover does not apply after the sale has completed.</p>
<p>18. Emergency access to buildings.</p> <p>We will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</p>	
<p>19. Emergency access to gardens.</p> <p>We will pay for damage to your trees, shrubs, plants and lawns caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</p>	

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
<p>20. Glass and sanitary ware permanently fitted to your home.</p> <p>We will pay for accidental breakage to:</p> <ul style="list-style-type: none"> • fixed mirrors • fixed glass in windows, doors and roofs including conservatories and greenhouses; • fixed ceramic hobs; • fixed sanitary fittings in your home; and • solar panels. 	<p>20. Loss or damage:</p> <ul style="list-style-type: none"> • caused by scratching or denting. • caused when your home is unoccupied; or • to window or door frames.
<p>21. Plants in the garden.</p> <p>We will pay for loss or damage to trees, shrubs, plants and lawns that you own, while in the open and within the boundaries of your home, as a result of loss or damage insured under sections 1 to 9 of this cover.</p>	<p>21. Loss or damage:</p> <ul style="list-style-type: none"> • that happens gradually over time as a result of causes such as light or atmospheric conditions; • caused by frost and/or snow; • caused by smoke and/or bonfires; or • caused when your home is unoccupied.
<p>22. Repair of sewer pipe.</p> <p>We will pay for the cost of getting into and repairing the pipe between the main sewer and your home if it is blocked.</p> <p>Please note that the maintenance and repair of the sewer pipe may be the responsibility of the local water and sewage company.</p>	
<p>23. Property owners' liability.</p> <p>We will pay the amount you or a member of your family legally have to pay for causing;</p> <ul style="list-style-type: none"> • accidental death or bodily injury within the boundary of the home; and/or • accidental loss of or damage to property owned by a third party; <p>which occurs as a result of;</p> <ul style="list-style-type: none"> • your ownership (but not occupancy) of the buildings during the period of insurance; or • defective work carried out by you or your family at the home during the period of insurance. <p>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.</p> <p>If you die, we will extend the cover you would have received under this section to your legal representatives provided they observe the terms and conditions of this policy.</p> 	<p>23. Any amount for death or bodily injury to you, your family or any domestic employee.</p> <p>Any amount for loss or damage to property owned by you, leased, let, rented, hired, lent or entrusted to you.</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • 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. <p>The Property owners' liability section will not apply if your liability is covered by another insurance policy.</p>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

Buildings optional cover – Accidental damage

(This cover only applies if shown in **your schedule**.)

What is covered	What is not covered*
24. Accidental damage to your buildings.	<p>24. Any incident already covered in the building section or anything listed as not covered under buildings cover sections 1-19, 21 and 22.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">• that happens gradually over time as a result of causes such as light or atmospheric conditions;• caused by mechanical or electrical faults or breakdowns;• when your home is unoccupied;• caused by the effects of chemicals;• caused by frost; or• caused by water entering your home (Please refer to buildings cover sections 5 or 8 for water damage caused by storm, flood and water escaping from any fixed domestic water or heating installation).

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

Contents cover

(This cover 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 incidents listed in the sections below when they are:</p> <ul style="list-style-type: none">• in the buildings; and• in the open but within the boundary of the home.	<p>Money and valuables in the open but within the boundary of the home.</p> <p>The total excess shown in your schedule for every claim.</p> <p>Any amount above the individual limit shown on your schedule.</p>
1. Fire, lightning, explosion or earthquake.	1. Singeing, scorching or melting.
2. Smoke.	2. Damage caused by smoke that happens gradually over a period of time.
3. Riot, civil commotion, labour disputes or political disturbances.	
4. Collision with the buildings or contents by any of the following: <ul style="list-style-type: none">• vehicles, aircraft or other flying objects or anything dropped from them;• wild animals, birds or insects;• telegraph poles and lamp posts;• falling branches or trees;• falling satellite dishes, masts, aerials or security equipment;• falling wind turbines and solar panels.	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 .
5. Storm or flood .	4. Damage caused by cutting down all or part of a tree.
	5. Loss or damage: <ul style="list-style-type: none">• to gates, hedges or fences;• that does not arise from events defined as Storm or Flood; or• caused by subsidence, heave or landslip (this damage is covered by section 9).

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
6. Theft or attempted theft.	6. Theft or attempted theft: <ul style="list-style-type: none"> • 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 the only deception used is to get into your home; • of money and valuables from garages and outbuildings; or • from an unsecured communal area.
7. Vandalism or malicious acts.	7. Vandalism or malicious acts caused: <ul style="list-style-type: none"> • 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; or • by computer viruses.
8. Water or oil escaping from any fixed domestic water or heating installation, or from any domestic appliance.	8. Loss or damage: <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 section 9); • caused by escape of water if the water or heating installation is outside or in a stand alone outbuilding; • caused by the failure or lack of grout and/or sealant in your home; • caused by water overflowing from wash basins, sinks, bidets, showers and/or baths as a result of taps being left on; or • to the tanks, pipes, appliances or heating systems.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
<p>9. Subsidence or heave of the site on which the buildings stand, 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; • caused by the buildings being demolished, altered or having structural repairs carried out; • caused by faulty construction or design of the buildings or their foundation; or • for which compensation is provided by contract or legislation.
<p>10. Plants in the garden.</p> <p>We will pay for loss or damage to trees, shrubs, plants and lawns that you own, while in the open and within the boundaries of your home, as a result of loss or damage insured under sections 1 to 9 of this cover.</p>	<p>10. Loss or damage:</p> <ul style="list-style-type: none"> • that happens gradually over time as a result of causes such as light or atmospheric conditions; • caused by frost and/or snow; • caused by smoke and/or bonfires; or • when your home is unoccupied.
<p>11. Contents temporarily removed from your home.</p> <p>Your contents are covered for loss or damage insured under sections 1 to 9 of this cover when they are temporarily removed from your home and kept in another building.</p> <p>These items must be within the UK and will only be covered away from your home for up to 90 days in any 12 month period.</p>	<p>11. Loss or damage:</p> <ul style="list-style-type: none"> • caused by theft or attempted theft from a building unless there are visible signs that forcible and violent entry was used to get into or out of the building; • caused by theft or attempted theft from a hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging unless there are visible signs that forcible and violent entry was used to get into or out of the room; • to any item kept in a furniture depository or with a storage company; • to any item taken out of your home to sell, pawn, lease, lend, display or exhibit; • from a caravan, mobile home or motorhome; or • to any contents not in a building.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
<p>12. Contents at university/college.</p> <p>We will pay for loss or damage covered under this section to contents belonging to, or which are the responsibility of, you or a member of your family when they are in halls of residence or any other term time accommodation in the UK where you or a member of your family are living whilst attending college, university or boarding school as a result of loss or damage insured under sections 1 to 9 of this cover.</p>	<p>12. Loss or damage caused by:</p> <ul style="list-style-type: none"> • theft, attempted theft, malicious damage or vandalism unless there is evidence that forcible and violent entry took place. <p>Loss or damage to any contents not in halls of residence or any other term time accommodation in the UK.</p> <p>Loss of money.</p>
<p>13. Fixed glass, ceramics and mirrors.</p> <p>We will pay for accidental breakage in your home to:</p> <ul style="list-style-type: none"> • fixed glass in mirrors; • fixed glass in furniture, pictures or ornaments; • glass tops to furniture; or • ceramic hobs and ceramic tops in free-standing cookers. 	<p>13. Loss or damage caused by scratching or denting.</p>
<p>14. Home entertainment equipment.</p> <p>We will pay for accidental damage to:</p> <ul style="list-style-type: none"> • television sets (and their aerials), Freeview boxes and other personal video recorders, satellite decoders or receivers and DVD/Blu-ray devices; • games consoles, desktop personal computers, laptops, electronic tablets and notebooks; or • audio equipment and radios. 	<p>14. Loss or damage:</p> <ul style="list-style-type: none"> • that happens gradually over time as a result of causes such as light or atmospheric conditions; • caused by scratching or denting; • caused by mechanical or electrical faults or breakdowns; • caused by computer viruses or anything downloaded illegally or from illegal websites; • to hand-held games consoles; • to digital cameras, video camera and any recording or digital imaging equipment that is primarily designed to be handheld; or • to mobile phones, smartphones, smartwatches, health and fitness bands and portable media players such as MP3/4 players.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
<p>15. 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 contents 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 contents cover.</p>	
<p>16. Metered oil and metered water.</p> <p>We will pay for accidental loss of metered oil or water in domestic heating systems.</p>	
<p>17. Replacement locks.</p> <p>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:</p> <ul style="list-style-type: none"> • your keys are lost outside the home or are stolen; or • they are damaged inside the home by an incident insured under this cover. 	
<p>18. Religious festival increase.</p> <p>Your contents total replacement value is increased by the amount shown on your schedule during the month of your religious festival to cover the gifts and extra drink and food bought for the religious festival. All other individual policy limits shown on your Schedule will apply to a claim made under this Section.</p>	<p>If you make a claim for religious festival increase, you cannot also make a claim for the same incident under wedding and civil partnership gifts and/or birth and adoption increase.</p>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
<p>19. Wedding and civil partnership gifts.</p> <p>Your contents total replacement value is increased by the amount shown on your schedule for 4 weeks before and 4 weeks after you or any member of your family's wedding day or civil partnership ceremony day, to cover the gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, we will insure the gifts against loss or damage when they are:</p> <ul style="list-style-type: none"> • in your home; • in the building where the wedding reception or civil partnership reception is held; or • being transported between your home and the reception. <p>All other individual policy limits shown on your Schedule will apply to a claim made under this Section.</p>	<p>If you make a claim for wedding and civil partnership gifts increase, you cannot also make a claim for the same incident under religious festival increase and/or birth and adoption increase.</p>
<p>20. Birth and adoption increase.</p> <p>Your contents total replacement value is increased by the amount shown on your schedule for 4 weeks before and 4 weeks after the birth of or adoption of a child to any member of your family. All other individual policy limits shown on your Schedule will apply to a claim made under this Section.</p>	<p>If you make a claim for birth and adoption increase, you cannot also make a claim for the same incident under religious festival increase and/or wedding and civil partnership.</p>
<p>21. Household removal.</p> <p>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.</p>	<p>21. Loss or damage to china, glass or other fragile items.</p> <p>Loss of money, jewellery and watches.</p>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
<p>22. Legally downloaded information.</p> <p>We will pay for loss or damage covered under this section to information that you have legally bought and stored on your home entertainment equipment, mobile phone, smartphone, smartwatch, portable media player or hand-held games consoles if it is lost or damaged.</p>	<p>22. Loss or damage caused by computer viruses. Loss or damage caused to, or by anything you have downloaded illegally or from illegal websites.</p>
<p>23. Frozen foods.</p> <p>We will pay the costs of replacing food spoilt in any freezer or fridge in your home caused by:</p> <ul style="list-style-type: none"> • a rise or fall in temperature; or • contamination by refrigerant or refrigerant fumes. 	<p>23. Loss or damage caused by:</p> <ul style="list-style-type: none"> • your power supply being cut off by the electricity supplier; or • a strike, a lockout or an industrial dispute. <p>Loss or damage when your home is unoccupied.</p>
<p>24. Occupier's and personal liability.</p> <p>We will pay the amount you or a member of your family legally have to pay for causing:</p> <ul style="list-style-type: none"> • accidental death or injury; or • accidental loss of or damage to property; <p>which occurs during the period of insurance, as a result of;</p> <ul style="list-style-type: none"> • your occupancy (but not ownership) of the buildings; or • a private role not connected with owning the buildings. <p>If you die, we will extend the cover you would have received under this section to your legal representatives provided they observe the terms and conditions of this policy.</p>	<p>24. Death or injury suffered by you, your family or a domestic employee.</p> <p>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you or your family.</p> <p>Liability arising out of owning, using, possessing or occupying any:</p> <ul style="list-style-type: none"> • motorised vehicles including bicycles fitted with motorised assistance of any kind, drones, quadcopters or octocopters, but not other domestic motorised vehicles; • aircraft (including gliders, hang-gliders and microlights); • caravans (including static 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. <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> • a direct or indirect result of an assault or alleged assault;

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered	What is not covered*
	<ul style="list-style-type: none"> • any deliberate or malicious act; • hunting; • racing, pacemaking, sportives or trials, except on foot; or • your business, trade, profession or employment. <p>Liability arising from any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>The occupier's and personal liability section will not apply if your liability is covered by another insurance policy.</p>
<p>25. Employer's liability.</p> <p>We will pay the amount which you become legally liable to pay for accidental death or 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.</p> <p>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.</p>	<p>25. 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.</p>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

What is covered

26. Tenant's liability.

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

- damage to the structure of **your home**, or to the landlord's **fixtures and fittings**, interior decorations, caused by the sections 1 to 9 under **contents** cover of this policy;
- 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.

What is not covered*

26. Tenant's liability.

Loss or damage excluded under any of sections 1 to 9 of **contents** cover.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

Contents optional cover – Accidental damage

(This cover only applies if shown in **your schedule**.)

What is covered	What is not covered*
27. Accidental damage to your contents.	<p>27. Any event already covered or anything listed as not covered under the contents cover sections 1-13 and 15-23.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">• that happens gradually over time as a result of causes such as light or atmospheric conditions;• caused by mechanical or electrical faults or breakdowns;• caused by computer viruses;• caused by frost;• when your home is unoccupied;• to bicycles;• to corneal or contact lenses;• to money;• to sports equipment when it is being used;• to food and drink;• to documents and securities such as share or bond certificates;• to clothing, including furs (apart from motorbike helmets and motorbike clothing); or• caused by water entering your home (Please refer to contents cover sections 5 or 8 for water damage caused by storm, flood and water escaping from any fixed domestic water or heating installation).

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

Contents optional cover – Personal possessions

(This cover only applies if shown in **your schedule**. The level of Personal Possession cover **you** have selected is in addition to **your contents total replacement value**.)

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, theft and damage anywhere in the UK (including in your home), and for up to a total of 60 days in any period of insurance, when you and/or your family are abroad.</p>	<p>The total excess shown in your schedule for every claim.</p> <p>Any amount above the maximum claim limit shown on your schedule.</p> <p>Items used for business and professional purposes (unless it is a portable item within the definition of home office equipment).</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;• the item is concealed in a 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 deception;• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;• caused by scratching, denting, cleaning or washing;• to sports equipment when it is being used;• to bicycles;• 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;• to animals; or• to any item taken out of your home to sell, pawn, lease, lend, display or exhibit. <p>Mechanical or electrical faults or breakdowns.</p>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

Contents optional cover – Specified items

(This cover only applies if shown in **your schedule**. The total value of items **you** have specified is in addition to **your contents total replacement value**.)

What is covered	What is not covered*
<p>Your and your family's specified items (that are individually listed in your schedule) are covered for loss, theft and damage anywhere in the UK (including in your home), and for up to a total of 60 days in any period of insurance, when you and/or your family are abroad.</p>	<p>The total excess shown in your schedule for every claim. Any amount above the maximum claim limit shown on your schedule.</p> <p>Items used for business and professional purposes (unless it is a portable item within the definition of home office equipment).</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 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 deception;• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;• that happens gradually over time as a result of causes such as light or atmospheric conditions;• caused by scratching or denting;• caused by cleaning and washing;• to sports equipment when it is being used;• to bicycles;• to reeds, strings, bridges or drum skins of musical instruments; or• to any item taken out of your home to sell, pawn, lease, lend, display or exhibit. <p>Mechanical or electrical faults or breakdowns.</p>

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

Contents optional cover – Bicycles

(This cover only applies if shown in **your schedule**. The bicycle cover **you** have selected is in addition to **your contents total replacement value**.)

What is covered	What is not covered*
<p>Your and your family's bicycles (listed in your schedule) are covered for loss, theft or damage anywhere in the UK and for up to 60 days when you and/or your family are abroad in any period of insurance.</p>	<ul style="list-style-type: none">• The total excess shown in your schedule for every claim. Any amount above the maximum claim limit shown on your schedule.• Theft or attempted theft from an unsecured communal area.• Bicycles you do not keep at the home when not in use.• Theft or attempted theft of an unattended bicycle away from the home unless the bicycle is either:<ul style="list-style-type: none">- in a locked building; or- securely locked to a permanent fixture, car, van, caravan or motorhome. <p>Loss or damage:</p> <ul style="list-style-type: none">- that happens gradually over time as a result of causes such as light or atmospheric conditions;- caused by scratching or denting;- while a bicycle is being used for racing, pacemaking, sportives, trials or testing;- to tyres, accessories or removable parts of a bicycle, unless the bicycle is lost or damaged at the same time. <ul style="list-style-type: none">• Mechanical breakdown.• Cuts, bursts or punctures to tyres.

*Should be read in conjunction with the general exclusions covered on pages 9 and 10.

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**.

Family 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 35-36 of this policy booklet.

Introduction

Thank you for choosing Family 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. Family Legal Guard is arranged by Tesco Personal Finance plc (trading as Tesco Bank), and is underwritten by **AmTrust Europe Limited**.

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

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

Family 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).

Family 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
Customer Service Line: 0345 674 6666

Adviser

Our specialist panel of solicitors or accountants or their agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where it is necessary to start court proceedings or a **conflict of interest** arises, 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 of assessment provided that these costs arise after written acceptance of a claim.

Conflict of Interest

Situations where **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

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 Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. For the purposes of the **maximum amount payable**, only one **insured event** 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 event** 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.

Period of Insurance

The **period of insurance** declared to and accepted by **us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Legal Action(s)

- a) 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
- b) The defence of criminal prosecutions to do with **your** employment, or the defence of motor prosecutions

Maximum Amount Payable

The maximum payable in respect of an **insured event** is £100,000.

Standard Advisers' Costs

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

Territorial Limits

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

All other sections of cover: The United Kingdom, the Channel Islands and the Isle of Man.

We/Us/Our

Arc Legal Assistance Limited.

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 event** takes place in the **period of insurance** and within the **territorial limits** and
- b) The **legal action** takes place within the **territorial limits**.

If a claim is accepted under this insurance **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers' costs** payable by **us** are limited to no more than (a) **our standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.

Important Conditions

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case or achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not a 51% or greater chance of success, then **we** may decline or discontinue support for **your** case.

Proportional Costs

An estimate of the **Costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

Duty of Disclosure

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

Suspension of Cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

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 form. 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 as soon as possible after **you** become aware of the event. There will be no cover under this policy if, as a result of a delay in reporting the claim **our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct **legal action** in **your** name. Subject to **your** consent, which shall not be unreasonably withheld, **we** may reach a settlement of the **legal action**.
 - i) **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.
- c) The **Adviser** will:
 - i) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii) Keep **us** advised of **advisers' costs** incurred.
 - iv) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi) Attempt recovery of costs from third parties.

- d) In the event of a dispute arising as to **advisers' costs** we may require **you** to change **adviser**.
- e) 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.
- f) **You** shall supply all information requested by the **adviser** and **us**.
- g) **You** are responsible for all legal costs and expenses including **adverse costs** if **you** withdraw from the **legal action** without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- h) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

2. Prospects of Success

You only have cover under this policy where there is a 51% or greater chance of winning the case or 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 51% or greater 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;
- c) Being able to achieve an outcome which best serves **your** interests.

3. Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by 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.

5. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim;
- b) May recover any sums paid to **you** in respect of the fraudulent claim;
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**;
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

6. Other Insurances

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** share of the claim even if the other insurer refuses the claim.

7. 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**, who will also arrange a refund of **your** premium provided **you** have not already made a claim under **your** policy.

If **you** cancel **your** policy after 14 days, the **administrator** will refund any premium paid for the remaining **period of insurance**, as long as no claims have been made 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** or the **administrator** will send the notice to the last known address **we** or the **administrator** have for **you**.

8. 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

- a) 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 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:

- a) An investigation by the Special Investigation Office or the Special Compliance Office of HM Revenue and Customs.
- b) The submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.
- c) A tax avoidance scheme.
- d) **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 PRA on **0207 601 4878**.

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**.

Privacy and Data Protection Notice

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation ("Legislation"). If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, for more information please visit www.arclegal.co.uk

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 the UK Branch Inter Partner Assistance SA 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 insurer). 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 to make a claim call **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;• 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;• 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;
- Drain down and isolation of 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, to be arranged in **your** local area, on a reimbursement basis.

Internal plumbing and drainage (continued)

What is not covered (see also the General Exclusions)

- | | |
|---|---|
| a) replacement of water tanks/radiators, thermostatic radiator valves or hot water cylinders; | e) showers including the shower unit, controls, outlet or shower head; |
| b) replacement of sanitary ware (e.g. basins and toilet bowls); | f) domestic appliances and their inlet/outlet pipes; |
| c) an individual blocked sink; | g) smells and noises from pipework or drains; |
| d) frozen pipes which have not resulted in a leak or permanent blockage; | h) leaking overflow pipes; |
| | i) any dripping tap which requires repairing; |
| | j) repairs to your external water supply pipe; |
| | k) repairing or replacing instant boiling water taps; or |
| | l) the cost of reinstatement , resulting from trace and access . |

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, to be arranged in **your** local area, on a reimbursement basis.

What is not covered (see also the General Exclusions)

- 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;
- b) frozen pipes which have not resulted in a leak or permanent blockage;
- c) external guttering, rainwater downpipes, rain water drains and soakaways;
- 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; or
- e) the cost of **reinstatement**, resulting from **trace** and **access**.

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, to be arranged in **your** local area 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: an **emergency** relating to external doors or windows which creates an immediate risk to the health or safety of **you** or a **third party**, or leaves **your property** insecure.

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)

- a) non covered pests (e.g. ants, cockroaches, bedbugs, fleas, spiders, flies, birds, bees);
- b) rats and/or mice outside the **property** e.g. non-permanent structures, greenhouses, sheds or communal/shared areas;
- c) any **pest infestation** where **you** are not able to confirm to **us** the type of **pest** concerned;
- d) any damage caused by **pests**; or
- 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.

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 111999. 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;
- Loss of water pressure within the boiler due to a fault with the boiler. The inability to manually switch off **your** boiler;
- 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, hot water or heating system;
- 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;
- x) flues, except balanced flues which are integral to the boiler; or
- y) the cost of **reinstatement**, resulting from **trace and access**.

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)

- | | |
|--|---|
| a) domestic electrical appliances; | f) cosmetic damage to the casing of domestic electrical storage/panel heaters or timer switches; |
| b) any portable and fixed heating not permanently wired in, energy management systems, warm air heating systems, Electrotech and Smarheat systems, wet systems and underfloor heating; | g) failure or breakdown of timers for domestic electrical storage/panel heaters where there is a manual override facility; |
| c) heated towel rails, infra red heaters, electric fires, skirting or kickspace floor heaters; | h) the resetting of circuit breakers which can be reset by you ; or |
| d) air conditioning units; | i) any adjustment required to the temperature controls of heaters or Economy 7 switches. |
| e) immersion heaters; | |

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, hot water or heating system;
- 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; or
- v) a breakdown when an **engineer** has previously identified that remedial/maintenance work is required to prevent a future breakdown.

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:

Access: Gaining the necessary access to resolve the **emergency**.

Administrator: Tesco Personal Finance plc (trading as Tesco Bank), 2 South Gyle Crescent, Edinburgh EH12 9FQ. Customer Service Line: 0345 674 6666

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.

Reinstatement: Making good any damage caused to the fabric of **your property** as a result of **trace** and **access**.

Trace: Identifying and locating the source of the **emergency**.

Underwriter: This policy is provided by Tesco Personal Finance (trading as Tesco Bank) and is underwritten by Inter Partner Assistance SA UK Branch 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, UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH11 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) **you**, or **your** contractor's failure to comply with recognised industry standards;
 - iii) **you**, or **your** contractor's malicious or wilful action, misuse or negligence; or
 - iv) failure to follow remedial advice from **our engineer**.
- 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;
 - 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); or
 - ix) repairing or replacing a faulty or non-functional smart device. **You** should contact **your** chosen smart device installer.
- s) the cost of **reinstatement**, resulting from **trace** and **access**;
- t) where Health and Safety regulations, adverse weather, or a risk assessment that has been carried out, prevent **our engineers** being able to attend to the **emergency** or carry out work in **your property**;

- u) **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.

Financial Services Compensation Scheme

Inter Partner Assistance SA UK Branch 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**, who will also arrange a refund of **your** premium provided **you** have not already made a claim under **your** policy.

If **you** cancel **your** policy after 14 days, the **administrator** will refund any premium paid for the remaining period of insurance, as long as no claims have been made in the current period of insurance.

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 property** 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 UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH11PR, 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

Email: **complaint.info@financialombudsman.org.uk**

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

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform **<http://ec.europa.eu/consumers/odr>** which has been set up by the EU Commission.

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 Home 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.

Step 2: Contact the Financial Ombudsman Service

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.

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.

Customer Services Line

0345 674 6666

Lines are open Mon–Fri 8am–9pm
Sat and Sun 9am–5pm

We could help you save on other insurance

Car Insurance

0345 301 0731

Lines are open Mon–Fri 8am–9pm
Sat and Sun 9am–5pm

Pet Insurance

0345 078 3801

Lines are open Mon–Fri 8am–8pm
Sat 9am–5pm and Sun 10am–5pm

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

Tesco Bank 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.

For further information: [tescobank.com](https://www.tescobank.com)



For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.

Tesco Bank Home Insurance and add-on insurance products are arranged by Tesco Bank acting as an insurance intermediary and are 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.

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