

Insurance



Policy booklet



**BANK OF  
SCOTLAND**  
Decisions well made

## Buildings insurance

- Private residence cover
- Property owner's liability cover
- Replacement of sets cover
- Outbuildings cover
- Accidental damage cover

## Contents insurance

- Private residence cover
- Occupier's and public liability cover
- Replacement of sets cover
- Contents in outbuildings and in the open cover
- Accidental damage cover
- Personal belongings away from the home cover
- Specified items cover
- Pedal cycle cover
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# Your policy

**Your home insurance contract is made up of this policy booklet and your policy schedule. Please read and keep them safe.**

We recognise that everyone's home insurance needs are different. That's why we offer two levels of cover for you to choose from. Bank of Scotland Home Insurance – a tailored, flexible offering, and Bank of Scotland Home Insurance Comprehensive – a more inclusive offering where additional cover and higher limits are included as standard.



## Home Insurance

You can pick and choose cover, building your own package to protect your home within a budget to suit your needs.



## Home Insurance Comprehensive

More inclusive, Defaqto 5 Star rated, cover for buildings and contents.

Unlimited sums insured cover (inner limits apply) to give you peace of mind. 'Unlimited' policy limits means we will pay the full repair or replacement costs.

Higher limits as standard.

### What you need to do now?

- ✓ Read this policy booklet which provides all the information about our home insurance cover.
- ✓ Check your policy schedule to ensure you have the right cover. This will show the level you have chosen and covers selected along with associated limits, excesses and any special conditions that may also apply.

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## My payments and renewals

If you choose to pay annually, by credit or debit card, we'll set up a recurring payment. This means that you don't need to contact us at your renewal if you're happy with your premium and level of cover as shown in your renewal pack. Your renewal pack will be sent to you a few weeks before this date and we will continue to take payments from your preferred payment card so you remain covered.

If you would prefer this not to happen, you can tell us at any time and cancel the recurring payment. Please remember you will need to contact us at each renewal to make payment to ensure you remain covered.

If your card has been replaced we will try to obtain new details from your provider which we will use at renewal or we will contact you for payment.

## How do I change my cover, personal details or cancel my cover?

If you have any questions about your cover, need to change it in any way or have changed your mind and want to cancel please call us on **0345 300 5180**.

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

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

### Or you can write to us about any changes at:

Bank of Scotland Home Insurance,  
Home Customer Services, PO Box 846,  
1 Lovell Park Road, Leeds LS1 9QL



For full cancellation rights please see the ['Cancellation' condition on page 13](#).



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## If you are having difficulty making your payments

Many people experience money problems at some stage of their lives. We may be able to help.

If you are having trouble paying for your Bank of Scotland home insurance, please don’t ignore the problem. There are a variety of options available that may ease your situation and resolve the issue.

This section explains the things that you should consider and the actions that we’ll take to help you.

Call us on **0345 300 5180**, lines are open 8am–6pm Monday–Friday, 9am–1pm Saturday.

We may be able to help in a number of different ways:

- Offer to change the method by which you make your payments or the date on which you make them.
- Arrange an affordable payment plan for repayment of any unpaid premiums and credit charges, taking both your interests and our responsibilities as the lender into account. If we contact you, please reply so we can try and help.
- Give you a reasonable, additional period of time to pay for your home insurance premiums and credit charges.
- See if a change in the level of insurance cover would better suit your needs.

Additional things to consider:

- Pay all your essential bills first, such as your mortgage, utility bills (electricity, gas, water), insurance, council tax and food.
- Check whether you can get any state benefits or tax credits which could help to increase your income.
- Seek independent debt advice, such as from Citizens Advice, Step Change Debt Charity or National Debtline if you’d like help with managing your finances.

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# Useful numbers

Need some help or want to make a claim? Here are the numbers you'll need.



**General enquiries and claims**  
**0345 300 5180**

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



**24 hour Emergency Helpline**  
**0345 601 2731**

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

- your plumbing, drainage or central heating systems;
- your gas or electricity supply systems if they fail; and/or
- damaged roofing, locks, doors or windows to secure your home.



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

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



**Legal and Tax Advice line**  
**0345 3000 180**

Call this 24 hour number for confidential and impartial advice on domestic legal issues, consumer rights and personal tax matters.

It doesn't replace the services of a solicitor but does give you immediate access to first stage legal advice before complications set in.

Legal advice is based on the laws of the member countries of the EU, Isle of Man, Channel Islands, Switzerland and Norway. Legal advice for the countries outside of England and Wales is available Monday to Friday 9am–5pm, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours. This service is provided by DAS Legal Expenses Insurance Company Limited.

You should also use this number if you need to make a Legal expenses claim. Find out more about [how to claim on page 61](#).

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# How do I make a claim?

## 1 Before you call us

- ▶ You should call the police straight away if your claim is for theft or attempted theft, riot, a malicious act or vandalism, or accidental loss outside your home. Make sure you get a crime or lost property number.
- ▶ You can make urgent repairs to prevent further damage – like fixing a forced lock or broken window – but speak to us before making any other repairs.
- ▶ Have a look at your policy booklet and policy schedule to check your level of cover and have your policy number to hand.

## 2 Call 0345 300 5180

- ▶ We're here to help you through every stage of your claim.
- ▶ First we'll check your details to verify your identity.
- ▶ We'll take the details of your claim:
  - What happened
  - When
  - Where
  - Details of the loss or damage.
- ▶ We'll let you know if you're covered for the loss or damage and any excess that applies.

## 3 What you'll need to give us

- ▶ We'll ask you for a list of everything that's been lost or damaged.
- ▶ Keep any damaged goods as we may need to see them, with the exception of freezer food, where a list would be suitable.
- ▶ We may also ask you for proof of ownership to support your claim, such as:
  - Receipt
  - Invoice
  - Credit agreement
  - Pre-loss valuation
  - Photo.

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### 4 How we'll look after your claim

- ▶ Depending on the extent and type of damage, we can rebuild, repair, or replace things, or give you a cash payment.
- ▶ If your claim is complicated, say after a flood, we can send a Personal Claims Consultant to visit your home and help you make a list of the damage. They'll be there for you with all the help you need.
- ▶ We'll give you help on the next steps to take.

### 5 Helping you get back to normal

- ▶ We have trusted suppliers who can repair or replace your lost or damaged items, including electrical equipment, jewellery, bikes and furniture.
- ▶ We can also arrange for a trusted company to make structural repairs to your home. If you can't live there until it's repaired, we'll also provide alternative accommodation for you, your family and pets.



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

### Claiming for Legal expenses?

Call: **0800 028 0870**

If you have chosen Legal expenses cover and it is shown in your policy schedule, you have cover for up to £50,000 for agreed costs to pursue a legal claim. So if you're in dispute with your employer over a wrongful dismissal, have a problem with faulty goods or services, or even a bodily injury claim, then help is at hand.

- ▶ Find out more about [Legal expenses cover on page 60](#) and ['How to make a claim' on page 61](#).

### Only one excess to pay

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

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# Helping you stay protected

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



## Looking after your home

Insurance doesn't cover you for the maintenance of your home or routine decoration. Make sure your home is kept in a good state of repair or you may find that the damage is caused as a result of wear and tear, and not something your insurance covers you for.

Some simple things to do:

- ▶ Keep your gutters and drains clear of leaves.
- ▶ Check your roof for missing or loose tiles.
- ▶ Have a flat roof checked regularly for wear.
- ▶ Check bathroom sealant and grout and keep them waterproof and intact.



## When you're away

If you're going away for more than the unoccupancy period shown in your policy schedule, say on holiday or for a hospital stay, and you or your family won't be living in your home, you may need to tell us. The unoccupancy period will be either 30 or 60 days depending on the cover you have chosen, please check and give us a call.

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

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



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### Got a water leak?

If you have a leak from an appliance or pipe, we don't cover plumbing costs for repairing the leak itself (unless the pipe is frozen, or the damage was accidental and you have 'Buildings – Accidental damage cover'). But we do cover the repair costs for any water damage to your home. So, if your washing machine leaks and your kitchen floor's damaged, we'll pay to repair or replace the floor. But the cost of fixing the washing machine isn't covered.



### Keep your bike safe

If you have chosen 'Pedal cycle cover', your bike will be covered both in and away from your home.

When it's in an unlocked outbuilding, in the open in the boundaries of your home or outside your home in a public place or communal area and left unattended, you'll need to lock it securely to a permanently fixed structure, like a lamp post or railings, to ensure it's covered for theft.



### A storm's brewing

Your insurance doesn't cover storm damage to fences, hedges, gates or any contents left in the garden. We consider a storm to be strong winds of 55mph or more, and/or heavy snow or hail that causes damage to hard surfaces or breaks glass. We'll take into account the condition of your home as a well-maintained building should withstand all but the most severe weather events.

So, if you know bad weather's on the way, make sure you secure any contents or move them into a garage or outbuilding.



### Protecting the things you love

Your policy includes cover for your high risk items in your home. These tend to be easy to steal or damage, are usually expensive to replace, and include computers, televisions, jewellery, watches, clocks and works of art.

You need to be sure that you have enough cover for all your high risk items should you have to make a claim, so check the limits in your policy schedule and give us a call if you need to make a change.



You can find help and guidance on protecting your home at [bankofscotland.co.uk/myhomeinsurance](https://www.bankofscotland.co.uk/myhomeinsurance)

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## Moving home in the UK

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



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

Your insurance doesn't cover theft by a guest in your home. So even though you know friends and relatives well, we still recommend you keep your valuables in a safe place and out of sight.

You are covered for theft by trade, sales and repair people, but accidental damage by anyone employed to carry out maintenance, repairs, building work or home improvements at your home is not covered.

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



Want some help? If you need help or want to change your cover, call us on **0345 300 5180**.

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# Terms and conditions

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

## Full details of your cover

Your home insurance contract is made up of this policy booklet and your **policy schedule**. You will find full details of what **we** cover – and what **we** don't – in the pages that follow.

## Your excess

Details of **excess** amounts that apply to your policy can be found in your **policy schedule**.

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

## Fees and charges

Details of any fees and charges that may apply to your policy are shown in your **policy schedule**. For details of when the cancellation fee will be applied, please see the ['Cancellation' condition on page 13](#) and the ['Monthly payments' condition on page 15](#).

## The law applicable to this policy

This policy is governed by the law that applies to the part of the **British Isles** where **your home** is situated. Any dispute regarding this policy will be dealt with exclusively by the courts in that part of the **British Isles**.

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### Your policy

- ▶ This insurance policy will cover loss or damage arising during the **insurance period** due to an insured cause that occurs during the **insurance period**.
- ▶ **We** relied on the answers **you** gave to the questions that **you** were asked when **you** took out the policy. **You** must tell **us** if any of your answers change during the **insurance period**. If **you** don’t tell **us** about any changes, **we** may have the right to refuse any claims made after the change happened or to treat your policy as ended from the date of the change, meaning that **you** will not be covered after that date.

Please refer to the [‘Changes you must tell us about’ condition on page 13](#) for full details.

## Important information

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

- ▶ [General conditions on page 13](#)
- ▶ [General exclusions on page 57](#)
- ▶ [Claims conditions on page 54](#)
- ▶ [Words and phrases with special meanings on page 72](#)

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

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# General conditions

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

### Cancellation

**You** can cancel your policy by calling **us** or writing to **us**.

If **you** cancel within the first 14 days your premium will be refunded in full, unless **you** have made a claim. If **you** have made a claim, your premium will be refunded after the deduction of an amount to reflect the period of cover **you** have received. This 14 day period starts on the day **you** receive your policy documents or the day your policy starts, whichever is the later.

**You** can cancel at any other time and will be charged a cancellation fee by Lloyds Bank Insurance Services Limited (the administrator of your policy), the amount of which is shown in your **policy schedule**. Any premium **you** have paid for the rest of the **insurance period** will be refunded, after deduction of the cancellation fee, provided the refund amount is more than £1.

**We** can cancel your policy by giving **you** 14 days' written notice at your last known address if:

- ▶ There is any change in risk occurring which increases the risk under your policy and which **we** are unable to insure;

- ▶ There is any event or circumstance outside **our** control that increases the risk under your policy that **we** could not have reasonably foreseen;
- ▶ **You** use threatening or aggressive language, violence or aggressive behaviour against **our** staff, contractors or property; or
- ▶ **You** fail to provide **us** with information **we** have requested that is relevant to your policy or any claim.

If this happens **we** will refund any premium **you** have paid for the rest of the **insurance period** unless there is evidence of fraud.

Your policy can also end as set out in the 'Changes you must tell us about', '[Monthly payments](#)' and '[Fraud](#)' wording on pages 13, 15 and 16.

### Changes you must tell us about

**You** must tell **us** if any of the answers **you** gave to the questions **you** were asked when **you** took out your policy change during the **insurance period**.

Specifically, **you** must tell **us** before it happens if:

- ▶ **You** are going to change address;
- ▶ There is to be a change to the number of bedrooms in **your home**;



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- ▶ **Your home** is to become **unoccupied** for more than the unoccupancy period of 30 or 60 days in a row as chosen by **you** and shown in your **policy schedule**;
- ▶ Someone other than **you** and your **family** is going to live in **your home**;
- ▶ **Your home** is to be used only as a weekend or holiday home;
- ▶ The structure of **your home** requires any renovation or repair which is not routine maintenance or decoration;
- ▶ Part of **your home** is to be used for any business purpose by **you** or anyone living with **you**.

**You** must also tell **us** as soon as possible if:

- ▶ **You** or anyone living with **you** is convicted of a criminal offence (other than for motoring offences) during the **insurance period**;
- ▶ Anyone who moves into **your home** during the **insurance period** has any criminal convictions (other than for motoring offences);
- ▶ **Your home** is not in a good state of repair. Examples of when a home is not in a good state of repair are incomplete building works, rot, damp, mould, infestation, faulty wiring, inadequate plumbing and roof/chimney damage;
- ▶ Any alterations are to be made or extensions are to be added to **your home**.

Because **we** can change your terms or cover to reflect a change from when it happens, it is very important that **you** tell **us** about a change before it happens or as soon as **you** know about it. Once **you** have told **us** about a change, **we** will let **you** know whether **we** can continue your cover and, if **we** can, the terms on which it will continue.

If any of these changes happen during the **insurance period**, **we** can do one or more of the following to take account of the change:

- ▶ Treat your policy as ended from the date of the change meaning that **you** will not be covered after that date;
- ▶ Apply different terms to your policy from the date of the change to take the change into account, for example **we** may exclude certain cover from the date the change happened;
- ▶ Refuse a claim made after the change or reduce the claim payment;
- ▶ Increase or decrease your premium to reflect the change.

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## Renewal

**We** will write to **you** at the end of every **insurance period**.

**You** must regularly check your policy details to ensure that your policy still meets your needs.

**We** review **our** home insurance products on a regular basis. This may from time to time involve changing one of the insurers or the terms and conditions of **your** cover on renewal, if offered. **You** agree that **we** may change an insurer on renewal.

If **we** offer to renew your policy automatically, **you** give **us** permission to do so on the basis of the renewal premium and policy conditions, details of which **we** will send **you** before the renewal date. If **you** do not wish **us** to do this, **you** can call **us** to let **us** know before the renewal date.

**We** may review your past claims history before offering to renew your policy. Following this review, if **we** offer to renew your policy, **we** may offer **you** a different type or level of cover at renewal. If **we** do not wish to offer to renew your policy **we** will confirm this to **you**.

## Precautions

**You** and your **family** and **domestic staff** must take every reasonable precaution to prevent or minimise any loss, damage, accident or injury. **You** should keep the property insured by this policy in good condition.

## Monthly payments

If **you** pay your annual premium by monthly Direct Debit from your bank account and **we** do not receive your monthly payments when due, your policy may be cancelled. **We** will first write to **you** requesting payment and, if this is not received, **we** will send **you** a default notice. If the amount due remains unpaid, **we** will suspend the credit facility under your credit agreement and the outstanding amount of your annual premium will become payable. If this is not paid, your policy will be cancelled from the date it is paid up to and a cancellation fee will be charged.

Please refer to the ['Cancellation' condition on page 13](#) for further details about cancellation.

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The contract between **you** and **us** is based on mutual trust and **we** rely on the honesty of **our** policyholders. If **you** or anyone acting for **you** knowingly or recklessly:

- provides information to **us** that is not true in order to obtain cover or cover at a lower premium or on better terms; or
- provides information or documentation to **us** that is fraudulent or dishonestly exaggerates a claim; or
- otherwise acts or behaves fraudulently in relation to your policy;

then cover under the policy will end from the date of the fraudulent act and **we**:

- will not pay any part of a fraudulent or exaggerated claim;
- will not pay any claims arising after the date of the fraudulent act;
- will retain any premium **you** have paid;
- may recover any payments made to **you** or on your behalf and any costs and expenses incurred in respect of a fraudulent claim, whether these payments were made or costs and expenses incurred before or after the fraudulent act;
- may recover any payments made to **you** or on your behalf for any other claims arising after the fraudulent act.

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# Buildings insurance

## Private residence cover

 This section applies if **you** have ‘Buildings – Private residence cover’ – this is shown in your **policy schedule**.

The following covers are provided under your ‘Buildings – Private residence cover’ and apply to both **your private residence** and **your outbuildings**:

- **Accidental damage to services**
- Trace and access
- Clearing drain blockages
- Emergency access.

It covers the **buildings of your private residence** and also provides some cover for **your home** (which is both **your private residence** and **your outbuildings**).

Please refer to [‘Outbuildings cover’ on page 24](#) for further information.

What we cover 	What we don’t cover 
Loss of or damage to the <b>buildings of your private residence</b> by the following causes:	
1. Fire or smoke.	• Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.
2. Explosion, lightning or earthquake.	
3. Riots, civil commotion, labour and political disturbances or strikes.	
4. Malicious damage or vandalism.	• Damage occurring when <b>your home is unoccupied</b> .
5. Impact by any vehicle, train, animal, aircraft of any type including models such as drones, or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.	• The cost of removing any tree, branch, lamp post, telegraph pole or pylon which has not caused damage to <b>your private residence</b> .

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What we cover 	What we don't cover 
6. Flood.	
7. <b>Storm.</b>	<ul style="list-style-type: none"> <li>•Hedges, fences and gates.</li> </ul>
8. <b>Subsidence, heave or landslip.</b>	<p>Damage:</p> <ul style="list-style-type: none"> <li>•To garden walls, gates, fences, hedges, paths, driveways, balconies, decking, gardens, ponds, trees, patios, tennis courts, wind turbines, fixed solar panels, permanent swimming pools, saunas and hot tubs, domestic oil and gas fuel tanks, septic tanks or cesspits unless the main building of <b>your private residence</b> is damaged at the same time and by the same cause;</li> <li>•To, or resulting from, the movement of solid floors unless the foundations beneath the external walls of <b>your private residence</b> are damaged at the same time and by the same cause;</li> <li>•That is covered under an NHBC warranty or other similar guarantee;</li> <li>•Resulting from the bedding down of new buildings or <b>settlement</b>, shrinkage or expansion of the <b>buildings of your private residence</b>;</li> <li>•Caused by demolition, structural alteration, structural repair or excavation by <b>you</b> or someone appointed by <b>you</b>.</li> </ul>



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What we cover 	What we don't cover 
<p><b>9. Escape of water from any domestic appliance or any fixed domestic water installation.</b></p> <p>For example a washing machine, dishwasher, freezer, heating system or water main.</p>	<ul style="list-style-type: none"> <li>• The cost of repairing the domestic appliance or fixed domestic water installation itself.</li> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>• Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</li> <li>• Escape of water causing, or caused by, <b>subsidence, heave or landslip</b>.*</li> <li>• Damage caused by the failure or lack of sealant and/or grout.</li> <li>• Damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.**</li> </ul> <p>*This will be considered as <b>subsidence, heave or landslip</b> damage.</p> <p>**This type of damage is covered under 'Buildings – Accidental damage cover'. Your <b>policy schedule</b> will show if <b>you</b> hold this cover.</p>
<p><b>10. Freezing of water in fixed domestic water or heating systems.</b></p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p><b>11. Escape of oil from any fixed domestic oil installation.</b></p> <p>For example oil heating systems and oil tanks.</p>	<ul style="list-style-type: none"> <li>• The cost of repairing the fixed domestic oil installation itself.</li> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p><b>12. Theft or attempted theft.</b></p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p><b>You are also covered for:</b></p> <p><b>13. Accidental damage to services.</b></p>	
	<ul style="list-style-type: none"> <li>• The cost of clearing a blockage which has not caused physical damage to the pipe, drain or tank.</li> <li>• Damage causing or caused by <b>subsidence, heave or landslip</b>.*</li> </ul> <p>*This will be considered as <b>subsidence, heave or landslip</b> damage.</p>



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What we cover 	What we don't cover 
<p><b>14. Trace and access.</b> If there is damage to <b>your buildings</b> caused by:</p> <ul style="list-style-type: none"> <li>– Escape of water from any domestic appliance or any fixed domestic water installation, or freezing of water in fixed domestic water or heating systems; or</li> <li>– Escape of oil from any fixed domestic oil installation;</li> </ul> <p>and <b>you</b> cannot reasonably determine the location of the leak, then <b>we</b> will pay the cost of removing and replacing any part of <b>your buildings</b> necessary and making good.</p> <div style="background-color: #e6f2ff; padding: 5px; margin: 5px 0;">By ‘reasonably determine the location of the leak’ <b>we</b> mean, for example, if there is a water stain on <b>your</b> ceiling, directly below <b>your</b> bath, it is reasonable to determine that the location of the leak is the bath.</div> <div style="background-color: #e6f2ff; padding: 5px; margin: 5px 0;">The damage caused by the escape of water or escape of oil is covered under points 9 and 11 of ‘What we cover’ of your <a href="#">‘Buildings – Private residence cover’</a>.</div>	<ul style="list-style-type: none"> <li>• The cost of repairing the domestic appliance, fixed domestic water installation or fixed domestic oil installation itself, unless damaged by freezing.</li> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p><b>15. Clearing drain blockages.</b> If there is a blockage in an underground pipe connecting <b>your home</b> to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, <b>we</b> will pay the cost of breaking into and repairing the pipe.</p>	

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What we cover 	What we don't cover 
<p><b>16. Alternative accommodation.</b> If <b>your private residence</b> is made uninhabitable by any cause under ‘What we cover’ for ‘<a href="#">Buildings – Private residence cover</a>’, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>• Up to 2 years’ ground rent which <b>you</b> or your <b>family</b> have to pay;</li> <li>• Rent <b>you</b> should have received but have lost;</li> <li>• The additional costs of similar short-term alternative accommodation for <b>you</b>, your <b>family</b> and <b>your</b> domestic pets while <b>you</b> cannot live in <b>your private residence</b>.</li> </ul>	
<p><b>17. Cover during sale.</b> If <b>you</b> are selling <b>your home</b> and the buyer has not taken out buildings insurance between exchange of contracts and completion, <b>we</b> will also cover the buyer up to the date of completion.</p>	
<p><b>18. Emergency access.</b> <b>We</b> will pay for loss of or damage to <b>your buildings</b> if they’re damaged by forced entry by the fire, police or ambulance services to deal with a medical emergency or when preventing damage to property.</p>	

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What we cover 	What we don't cover 
<p><b>19.</b> Replacement locks and keys.</p> <p>If <b>you</b> or your <b>family</b> lose <b>your</b> keys to outside doors of <b>your private residence</b>, or fixed safes or alarms in <b>your private residence</b>, or these keys are stolen, <b>we</b> will pay the cost of:</p> <ul style="list-style-type: none"> <li>• Replacing keys;</li> <li>• Changing parts of the lock;</li> <li>• Replacing the locks.</li> </ul> <p>If <b>you</b> require cover for <b>accidental damage</b> for <b>your</b> locks and keys, <b>you</b> will need '<a href="#">Buildings – Accidental damage cover</a>' on page 29.</p> <p>If <b>you</b> require cover for replacement locks and keys to <b>outbuildings</b>, <b>you</b> will need '<a href="#">Outbuildings cover</a>' on page 24.</p>	<ul style="list-style-type: none"> <li>• Replacement of locks and keys if insured elsewhere whether by this policy or any other policy.</li> </ul>

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### Property owner’s liability cover

 This section applies if **you** have ‘Buildings – Private residence cover’ – this is shown in your **policy schedule**.

‘Property owner’s liability cover’ is provided in relation to any breach of the legal responsibility **you** may have as the owner of **your buildings**.

If **you** are both the owner and occupier of **your home** please note:

- ▶ Accidents which happen in buildings or on land are more commonly the legal responsibility of the occupier of the buildings or land, rather than the owner.
- ▶ Contents insurance provides cover for **your** legal responsibilities as the occupier.

#### What we cover

**20. You** (or your personal representatives in the event of your death) and any member of your **family** are insured against any legal liability for damages as owner or landlord (but not as occupier) in respect of:

- Accidental bodily injury (including death, disease or illness) to anyone not in your **family** or **domestic staff**;
- Accidental loss of or damage to physical property (other than property **you** or any member of your **family** own or are looking after). This includes liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, which sets out **your** legal duty of care for faulty work carried out by **you** or for **you** on any home **you** previously owned in the United Kingdom.

The most **we** will pay for claims resulting from one accident or a series of accidents resulting from any one cause is the amount shown in your **policy schedule**. This includes any claimants’ costs and expenses. In addition, **we** will pay any defence costs and expenses which are incurred with **our** written consent.

#### What we don’t cover

- Liability resulting from:
  - Any employment, trade, profession or business involving **you** or any member of your **family**.
  - An agreement made unless **you** would have been liable even if **you**, your **family** or **domestic staff** had not made the agreement.
- **Your** legal responsibility for faulty work:
  - Which arises more than seven years after the cancellation of the buildings cover section of this policy.
  - If **you** have cover under a current or more recent policy.
- Any legal liability covered by any other insurance policy.



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### Replacement of sets cover

 This section applies if **you** have ‘Replacement of sets cover’ for **your buildings** – this is shown in your **policy schedule**.



What we cover 	What we don’t cover 
<p>If <b>you</b> have made a successful buildings claim for an item which forms part of a matching set or suite, <b>we</b> will pay for the cost of replacing or changing any associated undamaged item from the matching set or suite when a replacement of, or reasonable match for, the lost or damaged item cannot be obtained.</p> <p>By ‘reasonable match’ <b>we</b> mean this may be similar but not an exact match.</p> <p>On settlement of your claim, if <b>we</b> ask, <b>you</b> must give <b>us</b> any damaged or undamaged items for which the claim has been accepted.</p>	<ul style="list-style-type: none"> <li>• ‘What we don’t cover’ in the section(s) of cover under which <b>you</b> have claimed.</li> <li>• Undamaged items that are articles of a uniform nature, colour or design which are not part of a matching set or suite.</li> </ul> <p style="background-color: #f0f0f0; padding: 5px;">By ‘articles of a uniform nature, colour or design which are not part of a matching set or suite’, <b>we</b> mean articles such as windows, conservatory roof panels, internal doors.</p>



### Outbuildings cover

 This section applies if **you** have ‘Outbuildings cover’ - this is shown in your **policy schedule**.

The following covers are provided under your ‘Buildings – Private residence cover’ and apply to both **your private residence** and **your outbuildings**:

- **Accidental damage to services**
- Trace and access
- Clearing drain blockages
- Emergency access.

What we cover 	What we don’t cover 
<p>Loss of or damage to <b>your outbuildings</b> by the following causes:</p> <ol style="list-style-type: none"> <li>1. Fire or smoke.</li> </ol>	<ul style="list-style-type: none"> <li>• Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.</li> </ul>

What we cover 	What we don't cover 
2. Explosion, lightning or earthquake.	
3. Riots, civil commotion, labour and political disturbances or strikes.	
4. Malicious damage or vandalism.	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home is unoccupied</b>.</li> </ul>
5. Impact by any vehicle, train, animal, aircraft of any type including models such as drones, or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.	<ul style="list-style-type: none"> <li>• The cost of removing any tree, branch, lamp post, telegraph pole or pylon which has not caused damage to <b>your outbuildings</b>.</li> </ul>
6. Flood.	
7. <b>Storm</b> .	<ul style="list-style-type: none"> <li>• Hedges, fences and gates.</li> </ul>
8. <b>Subsidence, heave or landslip</b> .	<p>Damage:</p> <ul style="list-style-type: none"> <li>• To, or resulting from, the movement of solid floors unless the foundations beneath the external walls of <b>your outbuildings</b> are damaged at the same time and by the same cause;</li> <li>• That is covered under an NHBC warranty or other similar guarantee;</li> <li>• Resulting from the bedding down of new buildings or <b>settlement</b>, shrinkage or expansion of <b>your outbuildings</b>;</li> <li>• Caused by demolition, structural alteration, structural repair or excavation by <b>you</b> or someone appointed by <b>you</b>.</li> </ul>

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<p><b>9.</b> Escape of water from any domestic appliance or any fixed domestic water installation.</p> <p>For example a washing machine, dishwasher, freezer, heating system or water main.</p>	<ul style="list-style-type: none"> <li>• The cost of repairing the domestic appliance or fixed domestic water installation itself.</li> <li>• Damage occurring when <b>your home is unoccupied</b>.</li> <li>• Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</li> <li>• Escape of water causing, or caused by, <b>subsidence, heave or landslip</b>.*</li> <li>• Damage caused by the failure or lack of sealant and/or grout.</li> <li>• Damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.**</li> </ul> <p>*This will be considered as <b>subsidence, heave or landslip</b> damage.</p> <p>**This type of damage is covered under 'Buildings - Accidental damage cover.' Your <b>policy schedule</b> will show if <b>you</b> hold this cover.</p>
<p><b>10.</b> Freezing of water in fixed domestic water or heating systems.</p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home is unoccupied</b>.</li> </ul>
<p><b>11.</b> Escape of oil from any fixed domestic oil installation.</p> <p>For example oil heating systems and oil tanks.</p>	<ul style="list-style-type: none"> <li>• The cost of repairing the fixed domestic oil installation itself.</li> <li>• Damage occurring when <b>your home is unoccupied</b>.</li> </ul>
<p><b>12.</b> Theft or attempted theft.</p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home is unoccupied</b>.</li> </ul>

**What we cover**



**What we don't cover**



You are also covered for:

**13. Accidental damage to services.**

- The cost of clearing a blockage which has not caused physical damage to the pipe, drain or tank.
- Damage causing or caused by **subsidence, heave or landslip**.\*

\*This will be considered as **subsidence, heave or landslip** damage.

**14. Trace and access.**

- If there is damage to **your outbuildings** caused by:
  - Escape of water from any domestic appliance or any fixed domestic water installation, or freezing of water in fixed domestic water or heating systems; or
  - Escape of oil from any fixed domestic oil installation;



and **you** cannot reasonably determine the location of the leak, then **we** will pay the cost of removing and replacing any part of **your outbuildings** necessary and making good.

By 'reasonably determine the location of the leak' **we** mean, for example, if there is a water stain on **your** floor, around a washing machine kept in an **outbuilding**, it is reasonable to determine that the location of the leak is the washing machine.

The damage caused by the escape of water or escape of oil is covered under points 9 and 11 of 'What we cover' of your '[Outbuildings cover](#)'.

- The cost of repairing the domestic appliance, fixed domestic water installation or fixed domestic oil installation itself, unless damaged by freezing.
- Damage occurring when **your home** is **unoccupied**.

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<p><b>15. Clearing drain blockages.</b> If there is a blockage in an underground pipe connecting <b>your home</b> to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, <b>we</b> will pay the cost of breaking into and repairing the pipe.</p>	
<p><b>16. Emergency access.</b> <b>We</b> will pay for loss of or damage to <b>your buildings</b> if they are damaged by forced entry by the fire, police or ambulance services to deal with a medical emergency or when preventing damage to property.</p>	
<p><b>17. Replacement locks and keys.</b> If <b>you</b> or your <b>family</b> lose <b>your</b> keys to outside doors of <b>your outbuildings</b>, or fixed safes or alarms in <b>outbuildings</b>, or these keys are stolen, <b>we</b> will pay the cost of:</p> <ul style="list-style-type: none"> <li>• Replacing keys;</li> <li>• Changing parts of the lock;</li> <li>• Replacing the locks.</li> </ul> <p style="background-color: #e6f2ff; padding: 5px;">If <b>you</b> require cover for <b>accidental damage</b> for <b>your</b> locks and keys, <b>you</b> will need '<a href="#">Buildings – Accidental damage cover</a>' on page 29.</p>	<ul style="list-style-type: none"> <li>• Replacement of locks and keys if insured elsewhere whether by this policy or any other policy.</li> </ul>

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## Accidental damage cover

 This section applies if **you** have ‘Buildings – Accidental damage cover’ – this is shown in your **policy schedule**.

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<p><b>Accidental damage</b> to the <b>buildings of your private residence</b>.</p> <p><b>You</b> also have <b>accidental damage</b> cover for <b>your outbuildings</b> if <b>you</b> have ‘Outbuildings cover’ and this is shown in your <b>policy schedule</b>.</p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>• Damage occurring when <b>your home</b> or any part of it is lent, let, sublet or caused by your tenants, lodgers or paying guests.</li> <li>• Movement, <b>settlement</b> or shrinkage in any part of <b>your buildings</b>.</li> <li>• Damage caused by domestic pets.</li> <li>• Damage caused by a person whilst they are employed to carry out maintenance, repairs, building work or home improvements at <b>your home</b>.</li> <li>• Damage caused by water entering <b>your home</b>.</li> </ul>
<p>Examples of <b>accidental damage</b> are smashing a window, cracking a bathroom sink or putting your foot through the ceiling whilst in the loft. These have to be sudden, unintentional and unexpected one off incidents.</p> <p>It does not mean damage caused by wear and tear or lack of maintenance, mechanical faults, or damage which is deliberate or occurs gradually over a period of time. So, for example, if <b>your</b> boiler breaks down, or <b>your</b> roof leaks due to its age or lack of maintenance, <b>you</b> would not be covered.</p> <p>Remember, it’s a condition of your policy to take reasonable precautions to prevent damage.</p>	



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# Contents insurance

## Private residence cover

 This section applies if **you** have ‘Contents – Private residence cover’ – this is shown in your **policy schedule**. It covers the **contents** in **your private residence** and also provides some cover for the **contents** in **your home** (which is both **your private residence** and **your outbuildings**).

Please refer to [‘Contents in outbuildings and in the open cover’ on page 40](#) for more information.

What we cover 	What we don’t cover 
<p>Loss of or damage to the <b>contents</b> in <b>your private residence</b> by the following causes:</p> <p>If <b>you</b> require cover for pedal cycles whilst they are within or away from <b>your home</b>, <b>you</b> will need <a href="#">‘Pedal cycle cover’ on page 52</a>.</p>	<ul style="list-style-type: none"> <li>• Road vehicles or any other mechanically propelled or assisted vehicles (such as mobility scooters, motorised scooters and segways) or any parts or accessories for any of them.</li> <li>• Aircraft of any type including models such as drones, caravans, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.</li> <li>• Pedal cycles, including electrically assisted pedal cycles, and their accessories.</li> <li>• Animals.</li> <li>• <b>Contents</b> in <b>outbuildings</b> and <b>in the open</b>.</li> <li>• Growing trees, shrubs or plants.</li> <li>• Any articles used or held for business or professional purposes other than as described in point 26 <a href="#">‘Clerical office equipment’</a>.</li> <li>• Any property that is more specifically insured either by this policy or any other policy.</li> </ul>
<ol style="list-style-type: none"> <li>1. Fire or smoke.</li> </ol>	<ul style="list-style-type: none"> <li>• Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.</li> </ul>
<ol style="list-style-type: none"> <li>2. Explosion, lightning or earthquake.</li> </ol>	

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3. Riots, civil commotion, labour and political disturbances or strikes.	
4. Malicious damage or vandalism.	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home is unoccupied</b>.</li> </ul>
5. Impact by any vehicle, train, animal, aircraft of any type including models such as drones, or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.	<ul style="list-style-type: none"> <li>• The costs of removing any tree, branch, lamp post, telegraph pole or pylon.</li> </ul>
6. Flood.	
7. <b>Storm.</b>	
8. <b>Subsidence, heave or landslip.</b>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• Resulting from the movement of solid floors unless the foundations underneath the external walls of <b>your private residence</b> are damaged at the same time by the same cause;</li> <li>• Resulting from the bedding down of new buildings or <b>settlement</b>, shrinkage or expansion of the <b>buildings</b>;</li> <li>• Caused by demolition, structural alteration, structural repair or excavation performed by <b>you</b> or someone appointed by <b>you</b>.</li> </ul>

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<p><b>9.</b> Escape of water from any domestic appliance or any fixed domestic water installation.</p> <p>For example a washing machine, dishwasher, freezer or heating system.</p>	<ul style="list-style-type: none"> <li>• The cost of repairing the domestic appliance itself.</li> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>• Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</li> <li>• Damage caused by the failure or lack of sealant and/ or grout.</li> <li>• Damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.*</li> </ul> <p>*This type of damage is covered under ‘Contents - Accidental damage cover’. Your <b>policy schedule</b> will show if <b>you</b> hold this cover.</p>
<p><b>10.</b> Escape of oil from any fixed domestic oil installation.</p> <p>For example oil heating systems and oil tanks.</p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p><b>11.</b> Theft or attempted theft.</p>	<ul style="list-style-type: none"> <li>• Theft not involving forcible and violent entry to, or exit from, <b>your private residence</b>, if <b>you</b> have lent, let or sublet any part of <b>your private residence</b> or whilst persons other than your <b>family</b> are staying there.</li> <li>• Loss or damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>• Loss by deception unless the only deception is gaining entry to <b>your private residence</b>.</li> <li>• Loss or damage by any guest invited into <b>your private residence</b> by <b>you</b> or your <b>family</b>.</li> </ul>

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<p><b>You are also covered for:</b></p> <p><b>12. Replacement locks and keys.</b>            If <b>you</b> or your <b>family</b> lose <b>your</b> keys to outside doors of <b>your private residence</b>, or fixed safes or alarms in <b>your private residence</b>, or these keys are stolen, <b>we</b> will pay the cost of:</p> <ul style="list-style-type: none"> <li>• Replacing keys;</li> <li>• Changing parts of the lock;</li> <li>• Replacing the locks.</li> </ul> <p>If <b>you</b> require cover for <b>accidental damage</b> for <b>your</b> locks and keys, <b>you</b> will need '<a href="#">Contents – Accidental damage cover</a>' on page 47.</p> <p>If <b>you</b> require cover for locks and keys to <b>outbuildings</b> you will need '<a href="#">Contents in outbuildings and in the open cover</a>' on page 40.</p>	
<p><b>13. Deeds and documents.</b>  <b>We</b> will pay for the cost of replacing deeds, bonds, certificates, or similar private documents, which are evidence of ownership or of a sum of money owed to <b>you</b> or your <b>family</b>, if they are lost or damaged by any cause under 'What we cover' of your 'Contents – Private residence cover'.</p>	<ul style="list-style-type: none"> <li>• Loss of or damage to <b>money</b>.</li> </ul>
<p><b>14. Loss of water, domestic heating oil and gas.</b>  <b>We</b> will pay for the accidental loss at <b>your private residence</b> of metered water from any fixed water installation, oil from any fixed domestic oil installation or liquid petroleum gas.</p>	

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<p><b>15. Downloaded data.</b>  <b>We</b> will pay to replace any non-recoverable electronic data legally downloaded by <b>you</b> or your <b>family</b> from a legitimate worldwide website, which <b>you</b> or your <b>family</b> have purchased and hold a receipt.            The receipt may be in an electronic format.</p>	
<p><b>16. Alternative accommodation.</b>            If <b>your private residence</b> is made uninhabitable by any cause under ‘What we cover’ of your ‘Contents – Private residence cover’, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>• The additional costs of similar short-term alternative accommodation for <b>you</b>, your <b>family</b> and <b>your</b> domestic pets while <b>you</b> cannot live in <b>your private residence</b>.</li> </ul>	
<p><b>17. Tenant’s improvements.</b>  <b>We</b> will pay for loss of or damage to fixed items of decoration and home improvements <b>you</b> make as a tenant, if caused by an event covered under points 1–11 of ‘What we cover’ of your Contents covers, and <b>accidental damage</b> if <b>you</b> have <a href="#">‘Contents – Accidental damage cover’</a>.</p> <div style="background-color: #e6f2ff; padding: 10px; border: 1px solid #add8e6;"> <p>By ‘tenant’s improvements’ <b>we</b> mean those improvements to <b>your home you</b> have provided and which are not the responsibility of your landlord – for example, shed, greenhouse, fitted kitchen, bathroom suite, laminate flooring.</p> </div>	<ul style="list-style-type: none"> <li>• Landlord’s fixtures and fittings.</li> </ul>

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<p><b>18. Special occasion cover.</b>  <b>We</b> will increase your ‘Contents – Private residence cover’:</p> <ul style="list-style-type: none"> <li>• During the month of your religious festival to cover gifts and extra food and drink <b>you</b> and your <b>family</b> buy for the religious festival;</li> <li>• One month before and one month after the birthday, wedding or civil partnership ceremony and its anniversary, of <b>you</b> or any member of your <b>family</b>, to cover gifts and extra items bought for the event.</li> </ul> <p>Please see your <b>policy schedule</b> for details of this cover.</p>	
<p><b>19. Emergency access.</b>  <b>We</b> will pay for loss of or damage to the <b>contents</b> in <b>your home</b> and any growing tree, shrub or plant at <b>your home</b> if they are damaged by forced entry by the fire, police or ambulance services to deal with a medical emergency or when preventing damage to property.</p>	
<p><b>20. Contents cover when <b>you</b> are moving home.</b>  <b>We</b> will cover loss of or damage to <b>contents</b> when <b>you</b> move home under points 1–13 and 15 of ‘What we cover’ of your <a href="#">‘Contents – Private residence cover’</a> and <b>accidental damage</b> if <b>you</b> have <a href="#">‘Contents – Accidental damage cover’</a>:</p> <ul style="list-style-type: none"> <li>• If caused during household removal by a professional removal contractor moving them from <b>your home</b> to another permanent home in the <b>British Isles</b>;</li> <li>• While they are being held in temporary storage by the removal firm for up to 72 hours.</li> </ul>	



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<p><b>21. Contents</b> when temporarily removed from <b>your home</b>.</p> <p><b>We</b> will pay for loss of or damage to <b>contents</b> when temporarily removed from <b>your home</b> to anywhere in the <b>British Isles</b> for a period not exceeding three calendar months if caused by an event covered under points 1–13 and 15 of ‘What we cover’ of your <a href="#">‘Contents – Private residence cover’</a>.</p> <div style="background-color: #e6f2ff; padding: 5px;"> <p>Examples of what <b>we</b> mean by ‘temporarily removed’: <b>you</b> are working away and staying in a hotel, or items are stolen while <b>you</b> are at your workplace, or your children’s items are stolen from school.</p> </div>	<ul style="list-style-type: none"> <li>• <b>Contents</b> removed for sale or exhibition or to furniture depositories.</li> <li>• Loss or damage caused by <b>storm</b> or flood to property not in a building.</li> <li>• Loss of or damage to student belongings when in university halls of residence or rented student accommodation.</li> <li>• Loss or damage caused by theft or attempted theft other than from:           <ul style="list-style-type: none"> <li>– An occupied private home or any building where <b>you</b> or your <b>family</b> are working or temporarily living;</li> <li>– Any other building, caravan or motor home but only if force and violence are used to gain entry or exit;</li> <li>– Any bank or safe deposit or while <b>you</b>, your <b>family</b> or <b>domestic staff</b>, are taking them to or from the bank or safe deposit.</li> </ul> </li> </ul>
<p><b>22. Money.</b></p> <p><b>We</b> will pay for theft or accidental loss of <b>money</b> belonging to <b>you</b> or your <b>family</b>, or for which <b>you</b> or your <b>family</b> are responsible, from <b>your private residence</b>.</p>	<ul style="list-style-type: none"> <li>• Money held for trade, professional or business purposes.</li> <li>• Theft or accidental loss by deception unless the only deception is gaining access to <b>your private residence</b>.</li> </ul>
<p><b>23. Cash/credit/debit cards.</b></p> <p><b>We</b> will pay for financial loss for which <b>you</b> or your <b>family</b> are legally responsible caused by the fraudulent use of cash/credit/debit cards belonging to <b>you</b> or your <b>family</b>.</p> <p>Cards are covered in <b>your private residence</b>.</p>	<ul style="list-style-type: none"> <li>• Loss caused by the fraudulent use of cash/credit/debit cards by <b>you</b> or your <b>family</b>.</li> <li>• Loss caused by <b>you</b> or your <b>family</b> not complying with the terms and conditions of the card issuer.</li> <li>• Cash/credit/debit cards held for trade, professional or business purposes.</li> </ul>
<p><b>24. Freezer contents.</b></p> <p><b>We</b> will pay the cost of replacing frozen food, if an accidental change in temperature or accidental leakage of refrigerant causes damage to frozen food in a freezer in <b>your private residence</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.</li> </ul>

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<p><b>25. Visitors' belongings.</b> Loss of or damage to visitors' personal belongings at <b>your private residence</b> by any cause listed under points 1–11,13 and 15 of 'What we cover' of your '<a href="#">Contents – Private residence cover</a>', and <b>accidental damage</b> if <b>you</b> have '<a href="#">Contents – Accidental damage cover</a>'.</p>	<ul style="list-style-type: none"> <li>•Points 1–11, 13 and 15 under 'What we don't cover' of your '<a href="#">Contents – Private residence cover</a>'.</li> <li>•Contents and personal belongings of paying guests.</li> <li>•'What we don't cover' under '<a href="#">Contents – Accidental damage cover</a>'.</li> </ul>
<p><b>26. Clerical office equipment.</b> If <b>you</b> or anyone living with <b>you</b> use <b>your private residence</b> for clerical business purposes, <b>we</b> will pay for loss of or damage to office furniture and equipment while in <b>your private residence</b> by:</p> <ul style="list-style-type: none"> <li>•Any cause listed under points 1–12 and 15 of 'What we cover' of your '<a href="#">Contents – Private residence cover</a>' and <b>accidental damage</b> if <b>you</b> have '<a href="#">Contents – Accidental damage cover</a>'.</li> </ul> <div style="background-color: #e6f2ff; padding: 5px; margin-top: 10px;"> <p>Examples of office equipment are computer equipment, facsimile machines, photocopiers, telephones, books and stationery.</p> </div>	<ul style="list-style-type: none"> <li>•Points 1–12 and 15 under 'What we don't cover' of your '<a href="#">Contents – Private residence cover</a>'.</li> <li>•'What we don't cover' under '<a href="#">Contents – Accidental damage cover</a>'.</li> </ul>

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## Occupier’s and public liability cover



 This section applies if **you** have ‘[Contents – Private residence cover](#)’ – this is shown in your **policy schedule**.

- ▶ ‘Occupier’s and public liability cover’ is provided in relation to your breach of certain legal responsibilities **you** may have as occupier of **your home**.
- ▶ Buildings insurance provides cover for **your** legal responsibilities as owner.


What we cover 	What we don’t cover 
<p><b>27. Occupier’s and public liability.</b></p> <p><b>You</b> (or your personal representatives in the event of your death) and any member of your <b>family</b> are insured against any legal liability for:</p> <p>Damages which result from an accident occurring during the <b>insurance period</b> and causing:</p> <ul style="list-style-type: none"> <li>• Accidental bodily injury (including death, disease or illness) to anyone not in your <b>family</b> or <b>domestic staff</b>;</li> <li>• Accidental loss of or damage to physical property other than property <b>you</b> or any member of your <b>family</b> own or are looking after.</li> </ul> <div style="background-color: #e6f2ff; padding: 10px; margin-top: 10px;"> <p>The most <b>we</b> will pay for claims resulting from one accident or a series of accidents resulting from any one cause is the amount shown in your <b>policy schedule</b>. This includes any claimants’ costs and expenses. In addition, <b>we</b> will pay any defence costs and expenses which are incurred with <b>our</b> written consent.</p> </div>	<ul style="list-style-type: none"> <li>• Any action against <b>you</b> brought in a court outside the <b>British Isles</b>.</li> <li>• Liability resulting from:           <ul style="list-style-type: none"> <li>– Ownership of <b>your home</b>;</li> <li>– Your occupation or ownership of any other land or building;</li> <li>– Sport involving the use of motors;</li> <li>– Any employment, trade, profession or business;</li> <li>– An agreement made unless <b>you</b>, your <b>family</b> or <b>domestic staff</b> would have been liable even if the agreement had not been made;</li> <li>– The transmission of any disease or virus.</li> </ul> </li> <li>• Liability resulting from the use or ownership of:           <ul style="list-style-type: none"> <li>– Mechanically powered vehicles, except:               <ul style="list-style-type: none"> <li>– garden machinery used in <b>your</b> garden, and</li> <li>– electrically assisted pedal cycles that cannot be solely propelled by the electric motor more than 15.5mph.</li> </ul> </li> <li>– Powered boats, unless they are models.</li> <li>– Aircraft of any type including models such as drones.</li> <li>– Animals, except domestic cats and dogs (other than dogs referred to in the Dangerous Dogs Act 1991 or any amending legislation. This Act imposes restrictions in relation to specific types of dog and sets out offences for failing to keep dogs under proper control).</li> <li>– Firearms, except airguns or legally held sporting guns used for sporting purposes.</li> </ul> </li> <li>• Any legal liability covered by any other insurance policy.</li> </ul>



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<p><b>28. Employer’s liability.</b> Damages which result from an accident occurring during the <b>insurance period</b> and causing accidental bodily injury to <b>domestic staff</b> while employed by <b>you</b>.</p> <p>The most <b>we</b> will pay for claims resulting from one accident or a series of accidents resulting from any one cause is the amount shown in your <b>policy schedule</b>. This includes any claimants’ costs and expenses. In addition, <b>we</b> will pay any defence costs and expenses which are incurred with <b>our</b> written consent.</p>	
<p><b>29. Tenant’s liability.</b> Compensation payments under a tenancy agreement for damage to the <b>buildings</b> caused by any cause listed under points 1–13 of ‘What we cover’ of your <a href="#">‘Buildings – Private residence cover’</a>.</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b>.</li> <li>• Loss of or damage to any property <b>you</b> own.</li> </ul>

### Replacement of sets cover

 This section applies if **you** have ‘Replacement of sets cover’ for **your contents** – this is shown in your **policy schedule**.

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<p>If <b>you</b> have made a successful contents claim for an item which forms part of a matching set or suite, <b>we</b> will pay for the cost of replacing or changing any associated undamaged item of the matching set or suite where a replacement of, or reasonable match for, the lost or damaged item, cannot be obtained.</p> <p>By ‘reasonable match’ <b>we</b> mean this may be similar, but not be an exact match.</p> <p>On settlement of your claim, if <b>we</b> ask, <b>you</b> must give <b>us</b> any damaged or undamaged items for which the claim has been accepted.</p>	<ul style="list-style-type: none"> <li>• ‘What we don’t cover’ in the section(s) of cover under which <b>you</b> have claimed.</li> <li>• Undamaged items that are articles of a uniform nature, colour or design which are not part of a matching set or suite.</li> </ul> <p>By ‘articles of a uniform nature, colour or design which are not part of a matching set or suite’, <b>we</b> mean articles such as carpets, curtains and cushions.</p>

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## Contents in outbuildings and in the open cover

 This section applies if **you** have ‘Contents in outbuildings and in the open cover’ – this is shown in your **policy schedule**.

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<p>Loss of or damage to the <b>contents in your outbuildings and in the open</b> by the following causes:</p> <p>By ‘<b>in the open</b>’ we mean areas in the open within the boundaries of <b>your home</b> including gardens, driveways, balconies or patios.</p> <p>If <b>you</b> require cover for pedal cycles while they are within or away from <b>your home</b>, <b>you</b> will need <a href="#">‘Pedal cycle cover’ on page 52</a>.</p>	<ul style="list-style-type: none"> <li>• Road vehicles or any other mechanically propelled or assisted vehicles (such as mobility scooters, motorised scooters and segways) or any parts or accessories for any of them.</li> <li>• Aircraft of any type including models such as drones, caravans, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.</li> <li>• Pedal cycles, including electrically assisted pedal cycles, and their accessories.</li> <li>• Animals.</li> <li>• Any articles used or held for business or professional purposes other than as described in point 25 <a href="#">‘Clerical office equipment’</a>.</li> <li>• Any property that is more specifically insured either by this policy or any other policy.</li> </ul>
<ol style="list-style-type: none"> <li>1. Fire or smoke.</li> </ol>	<ul style="list-style-type: none"> <li>• Damage caused by cigarette or cigar burns, scorching, melting or warping which is not accompanied by flames.</li> </ul>
<ol style="list-style-type: none"> <li>2. Explosion, lightning or earthquake.</li> </ol>	
<ol style="list-style-type: none"> <li>3. Riots, civil commotion, labour and political disturbances or strikes.</li> </ol>	
<ol style="list-style-type: none"> <li>4. Malicious damage or vandalism.</li> </ol>	<ul style="list-style-type: none"> <li>• Damage occurring while <b>your home is unoccupied</b>.</li> </ul>
<ol style="list-style-type: none"> <li>5. Impact by any vehicle, train, animal, aircraft of any type including models such as drones, or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.</li> </ol>	<ul style="list-style-type: none"> <li>• The costs of removing any tree, branch, lamp post, telegraph pole or pylon.</li> </ul>

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6. Flood.	<ul style="list-style-type: none"> <li>• Loss of or damage to <b>contents</b> while <b>in the open</b> caused by flood.</li> </ul>
7. <b>Storm.</b>	<ul style="list-style-type: none"> <li>• Loss of or damage to <b>contents</b> while <b>in the open</b> caused by <b>storm</b>.</li> </ul>
8. <b>Subsidence, heave or landslide.</b>	Loss or damage: <ul style="list-style-type: none"> <li>• Resulting from the movement of solid floors unless the foundations underneath the external walls of <b>your outbuildings</b> are damaged at the same time by the same cause;</li> <li>• Resulting from the bedding down of new buildings or <b>settlement</b>, shrinkage or expansion of the <b>outbuildings</b>;</li> <li>• Caused by demolition, structural alteration, structural repair or excavation performed by <b>you</b> or someone appointed by <b>you</b>.</li> </ul>
9. Escape of water from any domestic appliance or any fixed domestic water installation. <div style="background-color: #e6f2ff; padding: 5px; margin-top: 10px;">             Examples include a washing machine, dishwasher, freezer or heating system.           </div>	<ul style="list-style-type: none"> <li>• The cost of repairing the domestic appliance itself.</li> <li>• Damage occurring when <b>your home is unoccupied</b>.</li> <li>• Damage caused by the escape of water from guttering, rainwater downpipes, roof valleys, gullies and overflows.</li> <li>• Damage caused by the failure or lack of sealant and/ or grout.</li> <li>• Damage caused by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on.*</li> </ul> <div style="background-color: #e6f2ff; padding: 5px; margin-top: 10px;">             *This type of damage is covered under 'Contents - Accidental damage cover'. Your <b>policy schedule</b> will show if <b>you</b> hold this cover.           </div>



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<p><b>10.</b> Escape of oil from any fixed domestic oil installation.            For example oil heating systems and oil tanks.</p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> </ul>
<p><b>11.</b> Theft or attempted theft.</p>	<ul style="list-style-type: none"> <li>• Theft not involving forcible and violent entry to, or exit from, <b>your outbuildings</b>, if <b>you</b> have lent, let or sublet any part of <b>your home</b> or whilst persons other than your <b>family</b> are staying there.</li> <li>• Loss or damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>• Loss by deception unless the only deception is gaining entry to <b>your outbuildings</b>.</li> <li>• Loss or damage by any guest invited into <b>your home</b> by <b>you</b> or your <b>family</b>.</li> </ul>

**You are also covered for:**

**12.** Replacement locks and keys.

If **you** or your **family** lose **your** keys to outside doors of **your outbuildings**, or fixed safes or alarms in **your outbuildings**, or these keys are stolen, **we** will pay the cost of:

- Replacing keys;
- Changing parts of the lock;
- Replacing the locks.

If **you** require cover for **accidental damage** for **your** locks and keys, **you** will need '[Contents – Accidental damage cover](#)' on page 47.

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<p><b>13. Deeds and documents.</b>  <b>We</b> will pay for the cost of replacing deeds, bonds, certificates, or similar private documents, which are evidence of ownership or of a sum of money owed to <b>you</b> or your <b>family</b>, if they are lost or damaged by any cause under ‘What we cover’ of your ‘Contents in outbuildings and in the open cover’.</p>	<ul style="list-style-type: none"> <li>• Loss of or damage to <b>money</b>.</li> </ul>
<p><b>14. Loss of water, domestic heating oil and gas.</b>  <b>We</b> will pay for the accidental loss at <b>your outbuildings</b> of metered water from any fixed water installation, oil from any fixed domestic oil installation or liquid petroleum gas.</p>	
<p><b>15. Downloaded data.</b>  <b>We</b> will pay to replace any non-recoverable electronic data legally downloaded by <b>you</b> or your <b>family</b> from a legitimate worldwide website, which <b>you</b> or your <b>family</b> have purchased and hold a receipt.          The receipt may be in an electronic format.</p>	

What we cover 	What we don't cover 
<p><b>16.</b> Tenant’s improvements.</p> <p><b>We</b> will pay for loss of or damage to fixed items of decoration and home improvements <b>you</b> make as a tenant, if caused by an event covered under points 1–11 of ‘What we cover’ of your Contents covers, and <b>accidental damage</b> if <b>you</b> have <a href="#">‘Contents – Accidental damage cover’</a>.</p> <div style="background-color: #e6f2ff; padding: 5px;"> <p>By ‘tenant’s improvements’ <b>we</b> mean those improvements to <b>your home you</b> have provided and which are not the responsibility of your landlord – for example, shed, greenhouse, fitted kitchen, bathroom suite, laminate flooring.</p> </div>	<ul style="list-style-type: none"> <li>• Landlord’s fixtures and fittings.</li> </ul>
<p><b>17.</b> Emergency access.</p> <p><b>We</b> will pay for loss of or damage to the <b>contents</b> in <b>your home</b> and any growing tree, shrub or plant at <b>your home</b> if they are damaged by forced entry by the fire, police or ambulance services to deal with a medical emergency or when preventing damage to property.</p>	
<p><b>18.</b> Contents cover when <b>you</b> are moving home.</p> <p><b>We</b> will cover loss of or damage to <b>contents</b> when <b>you</b> move home under points 1–13 and 15 of ‘What we cover’ of your <a href="#">‘Contents in outbuildings and in the open cover’</a> and <b>accidental damage</b> if <b>you</b> have <a href="#">‘Contents – Accidental damage cover’</a>.</p> <ul style="list-style-type: none"> <li>• If caused during household removal by a professional removal contractor moving them from <b>your home</b> to another permanent home in the <b>British Isles</b>.</li> <li>• While they are being held in temporary storage by the removal firm for up to 72 hours.</li> </ul>	

What we cover 	What we don't cover 
<p><b>19. Contents</b> when temporarily removed from <b>your home</b>.</p> <p><b>We</b> will pay for loss of or damage to <b>contents</b> when temporarily removed from <b>your home</b> to anywhere in the <b>British Isles</b> for a period not exceeding three calendar months if caused by an event covered under points 1–13 and 15 of ‘What we cover’ of your <a href="#">‘Contents – Private residence cover’</a>.</p> <p>Examples of what <b>we</b> mean by ‘temporarily removed’: <b>you</b> are working away and staying in a hotel, or items are stolen whilst <b>you</b> are at your workplace or your children’s items are stolen from school.</p>	<ul style="list-style-type: none"> <li>• <b>Contents</b> removed for sale or exhibition or to furniture depositories.</li> <li>• Loss or damage caused by <b>storm</b> or flood to property not in a building.</li> <li>• Loss of or damage to student belongings when in university halls of residence or rented student accommodation.</li> <li>• Loss or damage caused by theft or attempted theft other than from:           <ul style="list-style-type: none"> <li>– An occupied private home or any building where <b>you</b> or your <b>family</b> are working or temporarily living;</li> <li>– Any other building, caravan or motor home but only if force and violence are used to gain entry or exit;</li> <li>– Any bank or safe deposit or while <b>you</b>, your <b>family</b> or <b>domestic staff</b>, are taking them to or from the bank or safe deposit.</li> </ul> </li> </ul>
<p><b>20.</b> Loss of or damage to growing trees, shrubs or plants <b>in the open</b> caused by:</p> <ul style="list-style-type: none"> <li>– fire, explosion, malicious damage, vandalism, theft or attempted theft;</li> <li>– impact by any vehicle, train, animal, aircraft of any type including models such as drones or other aerial device, or anything dropped from them, a falling tree or branch, lamp post, telegraph pole or pylon.</li> </ul> <p>This includes the removal and replacement of any growing tree, shrub or plant.</p>	
<p><b>21. Money.</b></p> <p><b>We</b> will pay for theft or accidental loss of <b>money</b> belonging to <b>you</b> or your <b>family</b>, or for which <b>you</b> or your <b>family</b> are responsible, from <b>your outbuildings</b> and <b>in the open</b>.</p>	<ul style="list-style-type: none"> <li>• Money held for trade, professional or business purposes.</li> <li>• Theft or accidental loss by deception unless the only deception is gaining access to <b>your outbuildings</b>.</li> </ul>

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<p><b>22. Cash/credit/debit cards.</b>  <b>We</b> will pay for financial loss for which <b>you</b> or your <b>family</b> are legally responsible caused by the fraudulent use of cash/credit/debit cards belonging to <b>you</b> or your <b>family</b>.            Cards are covered in <b>your outbuildings</b> and <b>in the open</b>.</p>	<ul style="list-style-type: none"> <li>• Loss caused by the fraudulent use of cash/credit/debit cards by <b>you</b> or your <b>family</b>.</li> <li>• Loss caused by <b>you</b> or your <b>family</b> not complying with the terms and conditions of the card issuer.</li> <li>• Cash/credit/debit cards held for trade, professional or business purposes.</li> </ul>
<p><b>23. Freezer contents.</b>  <b>We</b> will pay the cost of replacing frozen food, if an accidental change in temperature or accidental leakage of refrigerant causes damage to frozen food in a freezer in <b>your outbuildings</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused by the deliberate act of any electricity or gas supply authority or business.</li> </ul>
<p><b>24. Visitors’ belongings.</b>            Loss of or damage to visitors’ personal belongings in <b>your outbuildings</b> and <b>in the open</b> by any cause listed under points 1–11, 13 and 15 of ‘What we cover’ of your <a href="#">‘Contents in outbuildings and in the open cover’</a>, and <b>accidental damage</b> if <b>you</b> have <a href="#">‘Contents – Accidental damage cover’</a>.</p>	<ul style="list-style-type: none"> <li>• Points 1–11, 13 and 15 under ‘What we don’t cover’ of your <a href="#">‘Contents in outbuildings and in the open cover’</a>.</li> <li>• Contents and personal belongings of paying guests.</li> <li>• ‘What we don’t cover’ under <a href="#">‘Contents – Accidental damage cover’</a>.</li> </ul>
<p><b>25. Clerical office equipment.</b>            If <b>you</b> or anyone living with <b>you</b> use <b>your outbuildings</b> for clerical business purposes, <b>we</b> will pay for loss of or damage to office furniture and equipment while in <b>your outbuildings</b> by:</p> <ul style="list-style-type: none"> <li>• Any cause listed under points 1–12 and 15 of ‘What we cover’ of your <a href="#">‘Contents in outbuildings and in the open cover’</a>, and <b>accidental damage</b> if <b>you</b> have <a href="#">‘Contents – Accidental damage cover’</a>.</li> </ul> <div style="background-color: #e6f2ff; padding: 5px; margin-top: 10px;"> <p>Examples of office equipment are computer equipment, facsimile machines, photocopiers, telephones, books and stationery.</p> </div>	<ul style="list-style-type: none"> <li>• Points 1–12 and 15 under ‘What we don’t cover’ of your <a href="#">‘Contents in outbuildings and in the open cover’</a>.</li> <li>• ‘What we don’t cover’ under <a href="#">‘Contents – Accidental damage cover’</a>.</li> </ul>

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## Accidental damage cover

 This section applies if **you** have ‘Contents – Accidental damage cover’ – this is shown in your **policy schedule**.

What we cover 	What we don’t cover 
<p><b>Accidental damage to contents in your private residence.</b></p> <p>You also have <b>accidental damage</b> cover for <b>contents in your outbuildings</b> and <b>contents in the open</b> if <b>you</b> have ‘Contents in outbuildings and in the open cover’ and this is shown in your <b>policy schedule</b>.</p>	<ul style="list-style-type: none"> <li>• Damage occurring when <b>your home</b> is <b>unoccupied</b>.</li> <li>• Damage occurring when <b>your home</b> or any part of it is lent, let, sublet or caused by your tenants, lodgers or paying guests.</li> <li>• Damage caused by domestic pets.</li> <li>• Damage to <b>money</b>.</li> <li>• Damage to food or drink.</li> <li>• Damage caused by a person whilst they are employed to carry out maintenance, repairs, building work or home improvements at <b>your home</b>.</li> <li>• Damage caused by water entering <b>your home</b>.</li> </ul>

Examples of **accidental damage** are a television falling from a wall bracket or a hot coal falling from the fire and scorching the carpet.

These have to be sudden, unintentional and unexpected one off incidents.

It does not mean damage caused by wear and tear, mechanical faults or damage which is deliberate or occurs gradually over a period of time. So, for example, if **your** carpet developed a hole due to regular use over time, or **your** television simply stops working, **you** would not be covered.

Remember, it’s a condition of your policy to take reasonable precautions to prevent damage.



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## Personal belongings away from the home cover



This section applies if **you** have ‘Personal belongings away from the home cover’ – this is shown in your **policy schedule**.

What we cover	What we don’t cover
<ul style="list-style-type: none"> <li>• Theft or accidental loss of or <b>accidental damage</b> to <b>personal belongings</b>.</li> <li>• Theft or accidental loss of <b>money</b> belonging to <b>you</b> or your <b>family</b> or which <b>you</b> or your <b>family</b> are legally responsible.</li> </ul> <p style="background-color: #e6f2ff; padding: 5px;">If <b>you</b> require cover for pedal cycles whilst they are within or away from <b>your home</b>, <b>you</b> will need ‘<a href="#">Pedal cycle cover</a>’ on page 52.</p> <p style="background-color: #e6f2ff; padding: 5px;">If <b>you</b> require cover for students’ belongings in university halls of residence or rented student accommodation, <b>you</b> will need ‘<a href="#">Students’ contents away from home cover</a>’ on page 53.</p>	<ul style="list-style-type: none"> <li>• Damage caused by domestic pets.</li> <li>• Theft or attempted theft of <b>personal belongings</b> from unattended vehicles, caravans or motor homes, where:               <ul style="list-style-type: none"> <li>– There was no force and violence used to get into the vehicle, caravan or motor home; and/or</li> <li>– The item was not hidden from view in a locked boot, locked luggage box or in a glove compartment.</li> </ul> </li> </ul> <p>Loss of or damage to:</p> <ul style="list-style-type: none"> <li>• Any article used or held for business or professional purposes;</li> <li>• Road vehicles or any other mechanically propelled or assisted vehicles (such as mobility scooters, motorised scooters or segways) or parts or accessories for any of them;</li> <li>• Aircraft of any type including models such as drones, hang gliders, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories, or associated equipment;</li> <li>• Caravans or associated equipment;</li> <li>• Machinery or mechanical implements;</li> <li>• Animals;</li> <li>• Pedal cycles and their accessories;</li> <li>• Household goods, domestic appliances, televisions and non-portable computer equipment;</li> <li>• Securities or deeds and documents of any kind;</li> <li>• Articles of china, porcelain, earthenware or glass (other than spectacles);</li> </ul>

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	<ul style="list-style-type: none"> <li>• Sports equipment (including horse riding equipment) when it is being used for its intended purpose;</li> <li>• Musical instruments whilst they are in use for their intended purpose;</li> <li>• Students’ belongings in university halls of residence or rented student accommodation;</li> <li>• Property more specifically insured either by this policy or any other policy.</li> </ul>

### Where the items are covered

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

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

Cover is extended to 270 days in a row for any **family** member in full time further or higher education, whilst living in university halls of residence or rented student accommodation in the **British Isles**.

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### Specified items cover



This section applies if **you** have items specified on your policy – these specified items, and where they are covered, are shown in your **policy schedule**.

What we cover	What we don't cover
<p>The items specified while in <b>your home</b>:</p> <ul style="list-style-type: none"> <li>• Loss of or damage, including <b>accidental damage</b>, to <b>your</b> specified items.</li> </ul> <p>Where the specified items are covered:</p> <ul style="list-style-type: none"> <li>• In <b>your home</b> only.</li> </ul>	<ul style="list-style-type: none"> <li>• Any specified item more specifically insured by another policy.</li> <li>• Loss by deception unless the only deception is gaining entry to <b>your home</b>.</li> <li>• Road vehicles or any other mechanically propelled or assisted vehicles (such as mobility scooters, motorised scooters or segways) or any parts or accessories for any of them.</li> <li>• Aircraft of any type including models such as drones, caravans, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.</li> <li>• Any articles used or held for business or professional purposes other than as described in 'Clerical office equipment' (see '<a href="#">Contents - Private residence cover</a>' point 26, and '<a href="#">Contents in outbuilding and in the open cover</a>' point 25 if you have this cover).</li> <li>• Damage caused by domestic pets.</li> <li>• <b>Accidental damage</b> caused by water entering <b>your home</b>.</li> <li>• <b>Accidental damage</b> caused by a person whilst they are employed to carry out maintenance, repairs, building work or home improvements at <b>your home</b>.</li> </ul> <p>Loss of or damage to:</p> <ul style="list-style-type: none"> <li>• Sports equipment (including horse riding equipment) when it is being used for its intended purpose;</li> <li>• Musical instruments while they are in use for their intended purpose.</li> </ul>

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The items specified while in and temporarily away from **your home**:

- Loss of or damage, including **accidental damage**, to **your** specified items.

Where the specified items are covered:

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

Cover is extended to 270 days in a row for any **family** member in full time further or higher education, whilst living in university halls of residence or rented student accommodation in the **British Isles**.

### What we don’t cover – continued

For items specified outside **your home**, the following are also not covered:

- Theft or loss of or damage to any specified items inside vehicles, caravans or motor homes, when:
  - There was no force and violence used to get into the vehicle, caravan or motor home; and/or
  - The specified item was not hidden from view in a locked boot, locked luggage box or in a glove compartment.
- Stamp or coin collections outside of the **British Isles**.

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## Pedal cycle cover

 This section applies if **you** have ‘Pedal cycle cover’ – this is shown in your **policy schedule**.

What we cover 	What we don’t cover 
<p>Loss of or damage, including <b>accidental damage</b>, to pedal cycles (including electrically assisted pedal cycles that cannot be solely propelled by the electric motor more than 15.5mph) and their accessories belonging to <b>you</b> or your <b>family</b> or for which <b>you</b> or your <b>family</b> are legally responsible.</p>	<ul style="list-style-type: none"> <li>• Theft of a pedal cycle from an unlocked <b>outbuilding</b>, or <b>in the open</b> when it is not securely locked to a permanently fixed structure.</li> <li>• Theft of a pedal cycle left unattended in a public place or communal areas when it is not securely locked to a permanently fixed structure.</li> <li>• Damage caused by domestic pets.</li> </ul> <p>Loss of or damage:</p> <ul style="list-style-type: none"> <li>• To a pedal cycle when being used for racing, pace making or trials.</li> </ul>

### Where the pedal cycles are covered

In **your home, in the open**, and temporarily away from **your home**, including temporarily outside of the **British Isles**, provided the pedal cycle is in the custody and control of **you** or your **family**.

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

Cover is extended to 270 days in a row, for any **family** member in full time further or higher education, whilst living in university halls of residence or rented student accommodation in the **British Isles**.

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## Students’ contents away from home cover

 This section applies if **you** have ‘Students’ contents away from home cover’ – this is shown in your **policy schedule**.

What we cover 	What we don’t cover 
<p>Loss or damage, including <b>accidental damage</b>, if caused by an event covered under points 1–13, 15, 22 and 23 of ‘What we cover’ of your <a href="#">‘Contents – Private residence cover’</a> to: <b>Contents</b> in university halls of residence or rented student accommodation in the <b>British Isles</b> belonging to <b>you</b> or your <b>family</b> when in full time further or higher education.</p>	<ul style="list-style-type: none"> <li>• Road vehicles or any other mechanically propelled or assisted vehicles (such as mobility scooters, motorised scooters or segways) or any parts or accessories for any of them.</li> <li>• Aircraft of any type including models such as drones, caravans, trailers and trailer tents, boats, windsurfers, other watercraft (but not surfboards) and all their accessories or associated equipment.</li> <li>• Any articles used or held for business or professional purposes.</li> <li>• Loss or damage caused by theft or attempted theft where there was no force and violence used to get into or out of university halls of residence or rented student accommodation and any room in which the student is living.</li> <li>• Loss or damage when the university halls of residence or rented student accommodation is <b>unoccupied</b>.</li> <li>• Damage caused by domestic pets.</li> <li>• <b>Accidental damage to money.</b></li> <li>• <b>Accidental damage</b> caused by water entering the university halls of residence or rented student accommodation and any room in which the student is living.</li> </ul>

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# Claims conditions

These conditions set out what **you** should do in the event of a claim or something happening which may give rise to a claim.

If **you** or your **family** do not follow these conditions, **you** will break a condition of your policy which may result in non-payment of all or part of your claim.

 If **you** make a claim under the policy which is fraudulent or dishonestly exaggerated in any respect, **we** will not pay the claim and all cover under the policy will end from the date of the fraudulent act. Please see the ['Fraud' condition on page 16](#) for more details.

## Reporting a claim

If something happens that causes or may cause a claim, **you** should take any immediate action that is reasonably required to protect **your** property and belongings from further loss or damage. For example, turn off the water at the mains following a leak to prevent further damage or fix a broken window.

- ▶ If **you** or your **family** are the victim of theft, riot, a malicious act or vandalism, or if **you** or your **family** lose something away from the **home**, tell the police immediately upon discovery and ask for a police reference number. **You** should then contact **us** as soon as possible.
- ▶ If there is any loss of or damage to **personal belongings**, pedal cycles or specified items whilst in the custody of an airline or other carrier, **you** should report it immediately on discovery to the carrier and, if available, **you** should obtain a written report. **You** should then contact **us** as soon as possible.

- ▶ If **you** or your **family** discover that a credit card or mobile phone is missing, **you** must tell the credit card company or airtime supplier immediately. **You** should then contact **us** as soon as possible.
- ▶ If someone is holding **you** or your **family** responsible for an injury or any damage, **you** or your **family** must not admit responsibility. **You** should give **us** full details in writing as soon as **you** can and send any claim form, application notice, legal document or other correspondence sent to **you** or your **family** to **us** straight away without responding yourself first.
- ▶ For all other claims, tell **us** as soon as **you** can.

If **you** delay notifying your claim to **us** **we** will not pay more than it would have cost to repair or replace **your buildings** or **contents** had **you** notified **us** as soon as possible.



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## Making a claim

**You** are required to provide **us** with all reasonable assistance and evidence that may be required concerning the cause and value of any claim. For instance ideally, as part of the initial notification, **we** will need the following details:

- ▶ Your name, address and home and mobile telephone numbers;
- ▶ Personal details necessary to confirm your identity;
- ▶ The policy number;
- ▶ The date of the incident;
- ▶ The cause of the loss or damage;
- ▶ Details of the loss or damage together with claim value (if known);
- ▶ Police details where applicable;
- ▶ Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and names and addresses of any witnesses.

## Proof of loss or damage

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

**You** must be able to prove and substantiate your loss. To assist with this **we** may request **you** to provide reasonable additional information at your own expense. Examples are:

- ▶ Original purchase receipts, valuations, invoices, instruction booklets, bank statements or photographs;
- ▶ Purchase dates of lost or damaged items;
- ▶ For damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond repair.

## Rights and responsibilities

**We** may need to get into a building that has been damaged to salvage anything that **we** can and to minimise any further damage. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

If someone makes a claim against **you** or your **family** (or if someone indicates an intention to make such a claim) **you** must not settle, reject, negotiate or offer to pay any amount in respect of this claim without **our** written permission.

**We** have the right, if **we** choose, in your name but at **our** expense to:

- ▶ Take over the defence or settlement of any claim;
- ▶ Start legal action to get compensation from anyone else;
- ▶ Start legal action to get back from anyone else any payments that have already been made.

**You** must help **us** to take legal action against anyone or help **us** to defend any legal action if **we** ask **you** to.

## How we settle claims

This section details how **we** settle claims under your policy. **We** decide how a claim will be settled.

What **we** pay:

The most **we** will pay for any one event or series of events is the amount shown in your latest **policy schedule**.

What **you** pay:

**We** will deduct all relevant **excesses** from the figure agreed between **you** and **us** to settle your claim. **Excesses** are shown in your latest **policy schedule**.

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## How we settle claims under your Buildings covers

- ▶ **We** will pay the cost of rebuilding or repairing the part of **your home** which is damaged (using a suitable equivalent material wherever possible) but not more than the cost of completely rebuilding it in its original form.
- ▶ **We** have the option of giving **you** a money payment instead of repairing or rebuilding **your home**. **We** will either:
  - pay the cost of repairing the damage less an allowance for wear and tear; or
  - pay the difference between the open market sale value of **your home** prior to the damage and its open market sale value after the damage.
- ▶ **We** will not make a deduction for wear and tear or depreciation if the **buildings** are maintained in a good state of repair.

If it is necessary to repair the **buildings** we will also pay for:

- ▶ Architects', surveyors' and legal fees where these are necessarily incurred with **our** prior approval;
- ▶ Clearing debris, demolishing buildings or making them safe;
- ▶ The cost of complying with building regulations, local authority or other statutory requirements, unless the need to comply with any of them was advised to **you** before the insured damage happened or if the requirement relates to undamaged parts of **your buildings**.

## How we settle claims under your Contents covers

- ▶ **We** can either repair or replace any item or make a money payment instead.
- ▶ **We** will pay the cost of replacement as new if available or otherwise the nearest equivalent less any discounts obtainable.
- ▶ If an item is irreplaceable, **we** will base **our** payment on expert opinion of its value immediately prior to its loss or damage.

## Work guarantee

**We** guarantee all claims related work done by **our** approved contractors for a minimum of 12 months from the date of completion.

## Theft security

If there has been a theft, or a theft occurs during the **insurance period** we may ask **you** to take reasonable extra precautions to improve the physical security of **your home**, such as installing additional locks or an alarm. If **you** do not agree to implement these improvements, **we** may not be able to continue to provide cover.

## Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** proportionate share of any claim.

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# General exclusions


## These exclusions apply to all sections of this policy

### This policy does not cover:

#### Uninsurable causes

Any loss or damage caused by:

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

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

- ▶ Wear and tear;

Wear and tear is damage that naturally and inevitably occurs as a result of normal wear or ageing.

Examples of wear and tear include:

- lime scale build up on taps causing the chrome to flake off;
- rotten wooden window frames, door frames or fence panels;
- a washer or bearing failing due to normal continued use;
- failure of sealant and/or grout;
- weathering to a roof which may cause cracking;
- damaged, loose or missing guttering causing water to enter the property, causing damp;

- colour fading on soft furnishings, e.g. sunlight on a sofa;
- a carpet getting worn and dirty as a result of people walking on it on a daily basis;
- the springs in a bed failing after years of use;
- rusting of metal garden furniture due to exposure to the weather/elements; or
- an electrical or mechanical item, for example, televisions or computers breaking down due to age.

- ▶ Frost;
- ▶ River or coastal erosion;
- ▶ Fungus, moths, vermin, insects, parasites, woodworm or beetles. Vermin are animals or insects that are destructive in their natural behaviour or are considered pests or nuisances, examples include rodents, weasels, squirrels, flies and cockroaches;
- ▶ Wet and dry rot or mould unless this was caused directly by any event insured by this policy;
- ▶ Any process of cleaning, dyeing, washing, reproofing, re-styling, restoring, renovating, altering, maintaining or repairing;

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- ▶ Mechanical or electrical faults or breakdowns;
- ▶ Depreciation, the effects of light or the atmosphere;
- ▶ Lack of maintenance;

**You** are not insured against the costs of maintenance, or the costs of any damage caused by inadequate maintenance.

Examples include, but are not limited to:

- water damage caused by the failure or lack of sealant and/or grout;
- water entering the property caused by inadequate maintenance to **your** roof such as missing or loose tiles, a leaking chimney or a cracked or worn flat roof;
- damaged, loose or missing guttering causing water to enter the property, causing damp;
- gutters and drains not being kept clear of leaves causing water to drain where it shouldn’t, causing damp;
- rotten wooden window and door frames causing water to enter the property; or
- mechanical breakdown of door locks.

- ▶ Detention or confiscation by HM Revenue & Customs or any official body;
- ▶ Faulty workmanship, poor design, or defective or inherently unsuitable materials.

## War

Any consequence of war, invasion or revolution.

## Loss of value

Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or depreciation.

## Non-insured loss

Any costs beyond the cost of replacing damaged property or repairing the damage to property, for example any loss in value which may occur as a result of loss or damage.

## Computer viruses

Any loss or damage caused to equipment by computer viruses or cyber-attacks (an attempt by hackers to damage or destroy a computer network or system). Equipment includes computers and anything else insured by the policy which has a microchip in it. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer. Microchips include integrated circuits and microcontrollers.

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

## Losses before the policy start date

Loss, damage or liability existing before this policy started.

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## Deliberate acts

Any loss, damage or legal liability caused by or resulting from a deliberate, wilful, malicious, or unlawful act by **you**, your **family**, **domestic staff**, tenants or visitors invited into **your home**.

## Non-approved costs

Any costs incurred without **our** written permission, for example, in relation to any claim brought against **you** or your **family**.

## Terrorism

Any loss, damage, liability, cost or expense of any kind, caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

## Radioactivity

Any loss or destruction of, or damage to, any property, or any additional expense or legal liability caused, or contributed to, by or arising from:

- ▶ Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ▶ The radioactive toxic explosive or other hazardous nature of any nuclear assembly or nuclear component.

## Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft or other aerial devices.

## Pollution

Any loss, damage or liability arising from pollution or contamination of buildings, structure, water, land or the atmosphere, unless caused by:

- ▶ A sudden, unexpected or unintentional act which can be identified; or
- ▶ Oil leaking from a domestic oil installation at the **home**.

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# Legal expenses

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

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

**Your** Legal expenses cover is designed to provide expert help when **you** need legal support. The legal expenses helplines are available to **you** 24 hours a day, 7 days a week, for legal and tax advice. **You** can call at any time for expert advice and guidance.

Full details of the cover offered are provided below. Please see the ['Claims procedure and conditions for Legal expenses cover'](#) on page 68.

Don't forget, it is important that **you** also refer to ['Claims conditions' on page 54](#) and ['General exclusions' on page 57](#) which apply to the whole policy.

The insurance provided in respect of Legal expenses in this section has been arranged by Lloyds Bank Insurance Services Limited and is underwritten by DAS Legal Expenses Insurance Company Limited.

### Important:

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.



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# How to make a claim under your Legal expenses cover

## 1 What you need to do

As soon as **you** have a legal problem that **you** may require help with, check that **you** have chosen to pay for Legal expenses and call the legal helpline on **0800 028 0870**.

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

### Important:

Do not ask for help from a lawyer or accountant, or anyone else, before **we** have agreed. If **you** do, **we** will not pay any costs involved.

## 2 What we will do

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

## 3 Legal advice or claiming

### Legal advice:

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

### Claim:

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



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# Legal expenses cover

## What we cover

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** for the insured incidents in this section as long as:

- The **date of occurrence** of the insured incident is during the **insurance period** and happens within the **countries covered**; and
- Any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**; and
- **Reasonable prospects** exist for the duration of the claim.
- The most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time;
- For an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist;
- Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

## What we don’t cover

- A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
- Any incident or matter arising before the start of this section of cover.
- **Costs and expenses** incurred before **our** written acceptance of a claim.
- Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- Any insured incident intentionally brought about by **you**.
- Any claim relating to **your** alleged dishonesty or alleged violent behaviour.
- Any claim relating to written or verbal remarks which damage **your** reputation.
- A dispute with DAS Legal Expenses Insurance Company Limited not otherwise dealt with under Claims procedure and conditions - '[Arbitration](#)' on page 69.
- An application for Judicial Review.
- Any legal action **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

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What we cover 	What we don't cover 
<p><b>We</b> will help in appealing or defending an appeal as long as <b>you</b> tell <b>us</b> within the time limits allowed that <b>you</b> want <b>us</b> to appeal.</p> <p>Before <b>we</b> pay any <b>costs and expenses</b> for appeals, <b>we</b> must agree that <b>reasonable prospects</b> exist.</p> <p>The most <b>we</b> will pay for any one event is £50,000.</p> <p>No excess applies for this cover other than the first £250 of any claim for legal nuisance or trespass.</p>	<ul style="list-style-type: none"> <li>• Any claim where <b>you</b> are not represented by a <b>preferred law firm</b>, accountant or other suitably qualified person <b>we</b> appoint.</li> </ul> <p>Apart from <b>us</b>, <b>you</b> are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.</p>

### Insured incidents

#### Employment disputes

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

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## Contract disputes

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

## Personal injury

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

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## Clinical negligence

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

## Tax protection

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

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## Property protection

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

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## Jury service and court attendance

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

## Legal defence

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

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# Claims procedure and conditions for your Legal expenses cover

## Your legal representation

- ▶ On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- ▶ If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.
- ▶ If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. The amount may vary from time to time.

- ▶ The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

## Offers to settle a claim

- ▶ **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.
- ▶ If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.
- ▶ **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.
- ▶ Where a settlement is made on a without-costs basis, **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.



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## Your responsibilities

- ▶ **You** must co-operate fully with **us** and the **appointed representative**.
- ▶ **You** must give the **appointed representative** any instructions that **we** ask **you** to.

## Assessing and recovering costs

- ▶ **You** must instruct the **appointed representative** to have legal costs taxed, assessed or audited if **we** ask for this.
- ▶ **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

## Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

## Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.

## Expert opinion

**We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

## Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the Financial Ombudsman Service for help. Alternatively, there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

Please refer to '[How to make a complaint](#)' on page 71 for details of **our** internal complaints procedure.

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## Keeping to the policy terms

**You** must:

- ▶ Keep to the terms and conditions of this policy;
- ▶ Take reasonable steps to avoid and prevent claims;
- ▶ Take reasonable steps to avoid incurring unnecessary costs;
- ▶ Send everything **we** ask for, in writing; and
- ▶ Report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## Fraudulent claims

**We** will at **our** discretion, void this section (make it invalid) from its start date or from the date of the claim, or alleged claim, or **we** will not pay the claim if:

- ▶ A claim **you** have made to obtain benefit under this section is fraudulent or intentionally exaggerated; or
- ▶ A false declaration or statement is made in support of the claim.

## Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this section of cover did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section of cover include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

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# How to make a complaint

We'll always make every effort to meet the highest standards we've set ourselves. But if you ever feel we haven't lived up to what you expect, or are unhappy in any other way, then please get in touch.

## For complaints relating to Home Insurance

- ▶ For sales or administration related complaints please call us first on **0345 300 5180**.
- ▶ For claim related complaints call your claims handler first on the number provided at the registration of your claim, alternatively call us on **0345 300 5180**.

If you're still unhappy we'll refer your complaint to Customer Care, or you can contact them directly at:


 **0800 096 6050**

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

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

## For complaints relating to Legal expenses

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

 **0117 934 0066**

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

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

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

If you are still not satisfied with the way we have handled your complaint, your matter can be referred to the Financial Ombudsman Service (FOS). They can be contacted on freephone **0800 023 4567** or **0300 123 9123** (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). Alternatively you can write to them at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Contacting FOS will not affect your legal rights. If you prefer not to deal directly with the Financial Ombudsman Service, and you have purchased your policy online, you may be able to submit a complaint through the European Online Dispute Resolution Platform: <https://webgate.ec.europa.eu/odr/>

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# Words and phrases with special meanings

Whenever the following words and phrases appear in the policy booklet in bold print they will always have these meanings.

## Home insurance cover

### Accidental damage

An accident that causes physical damage, which is caused suddenly by an outside force and is not expected and not deliberate.

### British Isles

England, Scotland, Wales, Northern Ireland, Republic of Ireland, the Channel Islands and Isle of Man.

### Buildings

The structure of **your home** consisting of the **buildings of your private residence** and **your outbuildings** including their permanent fixtures and fittings and **services**.

### Buildings of your private residence

The structure of **your private residence** including its permanent fixtures and fittings and **services**, walls, gates, fences, hedges, paths, driveways, balconies, decking, gardens, ponds, trees, patios, tennis courts, wind turbines, fixed solar panels, permanent swimming pools, saunas and hot tubs, all within the grounds of **your home** and for which **you** are legally responsible.

### Contents

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

### Deeds and documents

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

### Domestic staff

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

### Excess

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

### Family

Your spouse or partner, any children (including adopted and foster children) and any other relatives all of whom normally live with **you**.

### Heave

Expansion of the ground beneath the **buildings**.

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### High risk items

- Audio, video and computer equipment – televisions, computers and their accessories, laptops, electronic tablets and readers, mobile phones, media players (e.g. stereo systems), recorders and receivers, games consoles, microscopes, telescopes, musical instruments, cameras and photographic equipment.
- Collections – items valuable because they are part of a collection or set, including but not limited to physical media (e.g. vinyl, discs, tapes), stamps, books, coins or medals.
- Furs, jewellery and items containing precious metals or precious stones.
- Antiques, rare or unusual articles and works of art including pictures, paintings and photographs.
- Watches and clocks.

### Home

The **private residence**, the areas within its boundaries and its **outbuildings**, all used for domestic purposes and any business purposes **we** have agreed, at the address shown in your **policy schedule**.

### Insurance period

The period during which **you** have insurance cover and shown in your **policy schedule**.

### In the open

Areas in the open within the boundaries of **your home** including gardens, driveways, balconies or patios.

### Landslip

Rapid downward movement of sloping ground due to its slippage.

### Money

Cash, currency notes, bank notes, money orders, bankers drafts and current postage stamps, cheques, savings and trading stamps, savings certificates and savings bonds, luncheon vouchers, gift cards, gift vouchers, electronic cash pre-payment cards, travellers cheques, travel tickets and vouchers, season tickets and phonecards, all held for social and domestic purposes.

### Outbuildings

Garages, stables and other fixed animal housing, greenhouses, sheds, fixed outside stores and summer houses and other similar structures and their fixtures and fittings, detached from the **private residence**, all used for domestic purposes, and business purposes **we** have agreed, at the address shown in your **policy schedule**.

### Personal belongings

Personal items worn, used or carried by **you** or your **family** in everyday life. The item must be owned by or be the legal responsibility of **you** or your **family**.

### Policy schedule

The home insurance policy schedule tells **you** the sections of this booklet under which **you** are covered, the **insurance period**, and provides other important details about the cover provided by your policy.

### Private residence

The house, bungalow, flat or maisonette, including any attached or integrated structures such as garages, car ports, conservatories and stores, and their fixtures and fittings, all of which are used for domestic purposes, and any business purposes **we** have agreed, at the address shown in your **policy schedule**.

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## Buildings insurance

- Private residence cover
- Property owner’s liability cover
- Replacement of sets cover
- Outbuildings cover
- Accidental damage cover

## Contents insurance

- Private residence cover
- Occupier’s and public liability cover
- Replacement of sets cover
- Contents in outbuildings and in the open cover
- Accidental damage cover
- Personal belongings away from the home cover
- Specified items cover
- Pedal cycle cover
- Students’ contents away from home cover

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### Services

Underground cables, pipes, drains, tanks and their inspection covers serving **your home** and for which **you** are legally responsible.

### Settlement

Downward movement of the ground beneath the **buildings** due to the weight of the **buildings**.

### Storm

A period of violent weather defined as:

- strong winds with gusts of at least 55mph; and/or
- hail or snow of such intensity or weight that it causes damage to hard surfaces or breaks glass.

We will take into consideration the condition of **your home**. A **storm** can highlight damage rather than cause it and damage that happens gradually through wear and tear or due to lack of maintenance is not covered.


Rain alone is not a **storm**.

### Subsidence

Downward movement of the ground beneath the **buildings** not due to the weight of the **buildings**.

### Unoccupied

Not lived in by **you** or a member of your **family** for more than the unoccupancy period of 30 or 60 days in a row, as chosen by **you** and shown in your **policy schedule**.

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

### We, our, us

The insurers specified in this policy booklet:

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

### You

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

### Your

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



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 Please note Legal expenses has its own Words and phrases with special meanings.

## Legal expenses cover

### Appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act for **you**.

### Costs and expenses

- ▶ All reasonable and necessary costs chargeable by the **appointed representative** in accordance with the **DAS Standard Terms of Appointment**.
- ▶ The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

### Countries covered

- ▶ For insured incidents 'Contract disputes', and 'Personal injury':  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia & Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- ▶ For all other insured incidents:  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee).

### Date of occurrence

- ▶ For civil cases, the **date of occurrence** is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be the date **you** first became aware of it.)
- ▶ For criminal cases, the **date of occurrence** is when **you** began or are alleged to have begun to break the law.
- ▶ For insured incident 'Tax protection', the **date of occurrence** is when HM Revenue & Customs first notifies **you** in writing the intention to make enquiries.

### Insurance period

The period for which **we** have agreed to cover **you**.

### Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly.

### Reasonable prospects

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.



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### We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

### You, your

The person who has taken out this policy (the policyholder) and any member of their **family** who always lives with them. This includes students temporarily living away from the **home** and unmarried partners.

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

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### Important information

Bank of Scotland Home Insurance is underwritten by Lloyds Bank General Insurance Limited, Registered in England and Wales No. 204373, Registered Office: 25 Gresham Street, London EC2V 7HN. Legal expenses cover is underwritten by DAS Legal Expenses Insurance Company Limited, Registered in England and Wales No. 103274, Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

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

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

AWP Assistance UK Ltd are authorised and regulated by the Financial Conduct Authority.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

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▶ Get in touch

# Get in touch

 [bankofscotland.co.uk](http://bankofscotland.co.uk)

General enquiries and claims  
 **0345 300 5180**

24 hour Emergency Helpline  
**0345 601 2731**

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

If you have a hearing or speech impairment you can contact us using the Next Generation Text (NGT) Service (available 24 hours a day, 7 days a week). If you're Deaf and a BSL user, you can use the SignVideo service available at [bankofscotland.co.uk/accessibility/signvideo](http://bankofscotland.co.uk/accessibility/signvideo)

Calls may be monitored and recorded.

This information is correct as of August 2019.

1/4500223-5 (08/19)

